

EXHIBIT A

DEFINED TERMS

1. ***Access and Security Agreement.*** Shall have the meaning ascribed to it in Section 1(b)(i) of the Customer Agreement.
2. ***Accuval Appraisal.*** The appraisal performed by Accuval Associates Incorporated and dated June 22, 2005.
3. ***Aggregate Collateral.*** Collectively, the Prepetition Collateral and the Postpetition Collateral.
4. ***Aggregate Debt.*** Collectively, the Prepetition Debt and the Postpetition Debt.
5. ***Allowable 506(b) Amounts.*** Interest at the non-default Interest Rate, as set forth in each of the Loan Agreements, and all fees, costs, expenses, and other charges due or coming due under the Prepetition Documents or in connection with the Prepetition Debt (regardless of whether such fees, costs, interest and other charges are included in the Budget) to the extent allowable under Code § 506(b), including all reasonable out-of-pocket filing and recording fees, attorneys' and paralegals' fees and expenses, external and internal audit fees and expenses, closing fees, unused facility fees, letter of credit fees, and all other costs and expenses incurred by Lender under the Prepetition Documents with respect to the Prepetition Debt, including such fees, costs and charges incurred before, on, or after the Petition Date in connection with: (a) the negotiation, preparation and submission of this Order and any other order or document related hereto; and (b) the representation of Lender in this Case in connection with the Prepetition Debt or the Prepetition Liens.
6. ***Assisting Customers.*** Shall have the meaning ascribed to it in Section 1(b)(iii) of the Customer Agreement.
7. ***Blocked Accounts.*** Collectively, the blocked accounts, referenced in Section 8.10 of the CEP Loan Agreement and 8.10 of the Thermoplastics Loan Agreement.
8. ***Budget.*** The budget attached to this Order as Exhibit B, as amended, modified or supplemented from time to time, for different amounts or different periods, all as may be agreed from time to time to by Lender and the Participating Customers with respect to the Sale Facility and Closing Facilities, or by only Lender with respect to Liquidating Facilities, without the necessity for further Court approval; provided, that, the Budget as it pertains to

operating expenses for any and all Liquidating Facilities shall remain subject to subsequent agreement between Debtors and Lender.

9. ***Carveout.*** For the purposes of enabling Debtors' estates to pay allowed fees and disbursements of the Carveout Professionals as may be awarded from time to time pursuant to Code § 330, the aggregate amount set forth in Paragraph 6 of this Order; provided, however, that the Carveout may be used only subject to the terms and provisions of Paragraph 6 of this Order and shall be limited by the amount set forth in the Budget.

10. ***Carveout Professionals.*** Collectively, counsel for Debtors, Baker & Hostetter, LLP, financial advisor and investment banker for Debtors, Glass & Associates, Inc., claims and noticing agent for the Debtors, BMC Group, Inc., McGuire Woods LLC, counsel for the Committee, and Grant Thornton LLP, financial advisor for the Committee.

11. ***Case.*** This jointly administered chapter 11 case and any superseding chapter 7 cases of the Debtors.

12. ***Cash Collateral.*** All cash arising from the collection or other conversion to cash of the Aggregate Collateral, including all "cash collateral," as that term is defined in Code § 363(a), and any other cash in which Lender has an interest, including all deposits subject to setoff rights in favor of Lender. To the extent any such cash collected or received is not clearly identifiable as attributable to Prepetition Collateral or Postpetition Collateral, such cash shall be deemed to be proceeds of Prepetition Collateral. For clarity, the Cash Infusions shall not constitute Cash Collateral.

13. ***Cash Infusions.*** Collectively, all cash provided directly to Debtors by the Participating Customers, and Assisting Customers, pursuant to the Customer Agreement. For clarity, any Postpetition Debt advanced by Lender in connection with purchases in the Overadvance Sublimit by the Sale Customer shall not constitute Cash Infusions.

14. ***CEP Loan Agreement.*** That certain Loan and Security Agreement dated as of August 16, 2005 by and between Creative Engineered Polymer Products, LLC and Lender (as amended, modified and supplemented from time to time).

15. ***Closing Facilities.*** Collectively, all of Debtors' respective operating facilities other than the Sale Facility.

16. **Code.** The United States Bankruptcy Code (11 U.S.C. § 101 *et seq.*), as amended, and any successor statute. Unless otherwise indicated, all statutory section references in this Order are to the Code.

17. **Committee.** The Official Committee of Unsecured Creditors appointed to represent unsecured creditors in this Case pursuant to Code § 1102.

18. **Customer Agreement.** The agreement among the Debtors, Participating Customers and Lender attached hereto as Exhibit C and incorporated herein by reference.

19. **Designated Equipment.** The equipment owned by Debtors and used by Debtors to produce Component Parts for a Participating Customers, which equipment (i) was identified by each Participating Customer in connection with the Accommodation Agreement, dated May 9, 2006, as amended, or (ii) is designated under the terms of this Customer Agreement.

20. **Direct CEP Mexico Loans.** Funding provided by a Participating Customer directly to CEP Mexico that constitutes a direct unsecured claim of such Participating Customer against CEP Mexico.

21. **Emergency Order.** That certain Emergency Order Re: Motion of Debtors and Debtors in Possession, Pursuant to Sections 362, 363 and 364 of the Bankruptcy Code and Bankruptcy Rules 4001(B) and 4001(C), for Interim and Final Orders (I) Authorizing Debtors to Incur Postpetition Secured Indebtedness, (II) Granting Security Interests and Priority Claims, (III) Granting Adequate Protection, (IV) Modifying Automatic Stay and (V) Setting Final Hearing, entered by the Court on September 26, 2006, including all exhibits and attachments thereto.

22. **Event of Default.** Any one or more of the following: (a) the occurrence of any Event of Default first arising after the Petition Date under Section 10.1 of the CEP Loan Agreement or Section 10.1 of the Thermoplastics Loan Agreement (other than by reason of Sections 10.1(g) or 10.1(h) of each Loan Agreement with respect to Debtors), as such Loan Agreements are amended and ratified by the Postpetition Agreement; (b) any Debtor fails to perform any of its obligations in strict accordance with the terms of this Order or the Customer Agreement; (c) Debtors or Guarantors fail to comply with any of the Sale Covenants or fail to comply with any term of the sales procedures orders entered by the Court in connection therewith; (d) any Debtor, without Lender's consent, seeks the use of Cash Collateral other than

in accordance with the terms of this Order; (e) any Debtor, without Lender's consent, files a motion to incur debt secured by a lien with priority equal to or superior to the Postpetition Liens or which is given superpriority administrative expense status under Code § 364(c) other than in accordance with the terms of this Order; (f) any Debtor files a motion to conduct a Code § 363 sale of all or part of the Aggregate Collateral on terms unacceptable to Lender; (g) commencement of any "Occupancy Period" under and as defined in the Access and Security Agreement; (h) any representation or warranty made by Debtors in any certificate, report or financial statement delivered to Lender proves to have been false or misleading in any material respect as of the time when made or given (including by omission of material information necessary to make such representation, warranty or statement not misleading); (i) the Case is dismissed or converted to a case under chapter 7 of the Code; (j) Glass & Associates, Inc. is no longer serving as financial advisor to Debtors; (k) the appointment of a chapter 11 trustee that is not acceptable to Lender; (l) Debtors file a chapter 11 plan that is not acceptable to Lender or (m) determination by the Court of any objection filed pursuant to Paragraph 12(a) of this Order on terms unacceptable to Lender, or failure of Lender to resolve any such objection on terms acceptable to it within ten (10) days after filing of the same.

23. ***Exit Date.*** (a) October 31, 2006, with respect to Debtors' facilities in Vandalia, Ohio, Canton, Ohio, Lapeer, Michigan, Belleville, Ohio, Bishopville, South Carolina and Crestline, Ohio; (b) January 31, 2006, with respect to Debtors' facility in Middlefield, Ohio; and (c) with respect to the Sale Facility, if later recharacterized as a Closing Facility in accordance with this Order, ninety (90) days following the date of such recharacterization.

24. ***First Amendment to Postpetition Agreement.*** That certain First Amendment to Postpetition Agreement between Lender, Debtors and Committee attached hereto as Exhibit D.

25. ***First Priority Liens.*** Liens which are first priority, properly perfected, valid and enforceable security interests, which are not subject to any claims, counterclaims, defenses, setoff, recoupment or deduction, and which are otherwise unavoidable and not subject to avoidance or subordination pursuant to any provisions of the Code, applicable nonbankruptcy law, or any agreement.

26. ***Guarantors.*** Collectively, the Prepetition Guarantors and the Postpetition Guarantors.

27. **Liquidating Facility.** A Closing Facility with respect to which Resourcing Completion Notices (as defined in the Customer Agreement) have been delivered by all Assisting or Participating Customers with production at such facility.

28. **Loan Agreements.** Collectively, the CEP Loan Agreement and the Thermoplastics Loan Agreement.

29. **Maynard Appraisal.** That certain appraisal of machinery and equipment located at CEP Mexico's facilities performed by Maynard's, dated as of July 17, 2006.

30. **Motion.** The motion, filed by Debtors, seeking entry of the Emergency Order and this Order.

31. **Obligations.** Collectively, the "Obligations," as that term is defined in each of the Loan Agreements.

32. **Overadvance Sublimit.** The "Overadvance Sublimit" as defined in the Postpetition Agreement (as amended).

33. **Participating Customer Participation Agreement.** That certain Subordinated Participation Agreement, dated June 30, 2006, by and between Participating Customers and Lender, and acknowledged by Debtors and CEP Mexico, as amended by that certain (a) First Amendment to Subordinated Participation Agreement, effective as of August 16, 2006, (b) Second Amendment to Subordinated Participation Agreement dated as of September 26, 2006, and (c) Third Amendment to Subordinate Participation Agreement to be executed in connection with the First Amendment to Postpetition Agreement, and as otherwise amended hereafter from time to time with Lender's and Participating Customers' written consent.

34. **Participating Customers.** General Motors Corporation, Visteon Corporation, Delphi Automotive Systems, LLC and such other customers of Debtors party to the Participating Customer Participation Agreement from time to time with Lender's written consent.

35. **Permitted Liens.** Collectively, (a) liens in favor of third parties upon the Prepetition Collateral, which third-party liens, as of the Petition Date: (i) had priority under applicable law over the Prepetition Liens, (ii) were not subordinated by agreement or applicable law, and (iii) were non-avoidable, valid, properly perfected and enforceable as of the Petition Date; (b) the Carveout, to the extent payable from proceeds of Postpetition Collateral pursuant to Paragraph 4 of this Order; and (c) the claim of the United States Trustee for the payment of fees under 28 U.S.C. § 1930(a).

36. ***Petition Date.*** September 20, 2006.

37. ***Postpetition Agreement.*** That certain Postpetition Agreement by and among Debtors and Lender, dated as of September 26, 2006 (as amended from time to time), which adopts and modifies the terms of the Prepetition Documents (as applicable) to govern the Postpetition Debt, subject to the terms of this Order.

38. ***Postpetition Charges.*** All fees, costs, expenses, interest at the Interest Rate and other charges due or coming due in connection with the Postpetition Debt (regardless of whether such fees, costs, interest and other charges are included in the Budget), including all reasonable out-of-pocket filing and recording fees, attorneys' fees and paralegals' fees and expenses, external and internal audit fees and expenses, closing fees, unused facility fees, letter of credit fees, consultant, appraiser or financial advisor fees and expenses, and all other costs and expenses incurred by Lender in connection with the Postpetition Debt or otherwise due to Lender under the Postpetition Agreement (including, without limitation, Section 3.6 thereof) or the other Postpetition Documents.

39. ***Postpetition Collateral.*** All of the real and personal property of Debtors of any description whatsoever, wherever located and whenever arising or acquired, including all cash, accounts, inventory, equipment, fixtures, chattel paper, general intangibles, all leaseholds, and all other Collateral (as that term is defined in the Loan Agreements) and all proceeds, rents, issues, profits and products, whether tangible or intangible, of any of the foregoing, including proceeds of insurance covering any of the foregoing, but in all events expressly excluding any and all claims or causes of action of Debtors arising under chapter 5 of the Code.

40. ***Postpetition Debt.*** Collectively, (a) all indebtedness or Obligations of Debtors to Lender (or the Participating Customers upon full and final repayment in cash of all of Lender's interests in the Aggregate Debt) incurred on or after the Petition Date pursuant to this Order, the Postpetition Documents or otherwise, including any advances made by Lender to pay Allowable 506(b) Amounts, plus (b) the Postpetition Charges.

41. ***Postpetition Documents.*** Collectively, the Prepetition Documents, Participating Customer Participation Agreement (as amended), Customer Agreement and Postpetition Guarantees, as ratified and amended by the Postpetition Agreement, or otherwise amended, modified or supplemented from time to time with Lender's written consent.

42. ***Postpetition Guarantors.*** Collectively, Debtors.

43. ***Postpetition Liens.*** First Priority Liens in the Aggregate Collateral, subject only to Permitted Liens.

44. ***Postpetition Participations.*** The subordinated participations purchased by the Sale Customer in the Postpetition Debt consisting of the "Overadvance Sublimit" pursuant to the Participating Customer Subordinated Participation Agreement, as amended in connection with the execution of the First Amendment to Postpetition Agreement.

45. ***Prepetition Collateral.*** All of the "Collateral" (as that term is defined in the Loan Agreements) and all of the "Pledged Collateral" (as that term is defined in the Pledge Agreement by and between Holdings and Lender dated as of August 16, 2005 and in the Pledge Agreement by and between CEP and Lender dated as of December 21, 2005) existing as of the Petition Date, and all proceeds, rents, issues, profits and products thereof.

46. ***Prepetition Debt.*** Collectively, (a) all indebtedness or Obligations under the Prepetition Documents as of the Petition Date, including all fees, costs, interest, and expenses as and when due and payable; plus (b) all Allowable 506(b) Amounts related to the Prepetition Debt.

47. ***Prepetition Documents.*** The Loan Agreements and all "Loan Documents" (as that term is defined in the Loan Agreements).

48. ***Prepetition Guarantees.*** Collectively, that certain Amended and Restated Guarantee dated as of December 21, 2005, executed by Holdings in favor of Lender, that certain Guarantee dated as of December 21, 2005, executed by Thermoplastics in favor of Lender and that certain Guarantee dated as of December 21, 2005, executed by CEP in favor of Lender, each as ratified by the applicable Prepetition Guarantor pursuant to the Postpetition Agreement.

49. ***Prepetition Guarantors.*** Collectively, Debtors, as parties to the Prepetition Guarantees.

50. ***Prepetition Liens.*** Lender's asserted security interests in the Prepetition Collateral under the Prepetition Documents, subject only to Permitted Liens.

51. ***Replacement Liens.*** First Priority Liens in the Postpetition Collateral granted to Lender pursuant to this Order, subject only to the Postpetition Liens and the Permitted Liens.

52. ***Sale Covenants.*** The terms and provisions regarding the sale of substantially all of Debtors' respective assets at the Sale Facility and Closing Facilities set forth in Paragraphs 9 and 10 of this Order, respectively.

53. ***Sale Customer.*** The Participating Customer at a Sale Facility.

54. ***Sale Facility.*** The Debtor's Facility in Tuscaloosa, Alabama, which will be marketed as a going concern and sold by December 19, 2006.

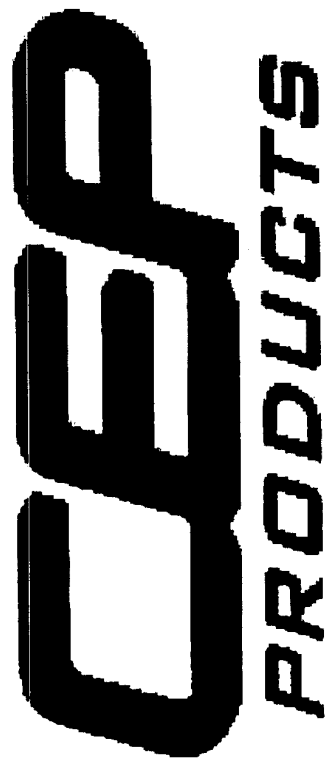
55. ***Termination Date.*** The earliest to occur of: (a) the date on which Lender provides, via facsimile or overnight mail, written notice to counsel for Debtors, counsel to Participating Customers, and counsel for the Committee of the occurrence of an Event of Default (or, if any cure period is applicable with respect to such Event of Default, the expiration of such cure period), pursuant to which notice Lender has elected to declare the occurrence of the Termination Date; (b) the later of (i) the date the sale of the last of the Closing Facilities closes or (ii) the date the sale of the Sale Facility closes; (c) the date on which all Aggregate Debt is fully, finally and indefeasibly paid to Lender in cash.

56. ***Thermoplastics Loan Agreement.*** That certain Loan and Security Agreement dated as of December 21, 2005 by and between Thermoplastics Acquisition, LLC and Lender, as amended (modified and supplemented from time to time).

57. ***Third Amendment to Participating Customer Participation Agreement.*** That certain Third Amendment to Participating Customer Participation Agreement to be executed by the Participating Customers and delivered to Lender in connection with the execution of the First Amendment to Postpetition Agreement.

EXHIBIT B

Budget



90 Day DIP Budget

September 20, 2006

Strictly Confidential

Major Assumptions

- Base Plan – Detailed roll-up from Plants

- Major Components of current plan

- Production runs for 90 days

Production was based on full production for all plants and did not take into account loss of business from assisting customers that choose to leave prior to the effective date of their provision in the DIP agreement.

- No Asset dispositions (sale or Liquidation) included. Assumed to be approved and effective at end of 90 days.

Major Assumptions

- Separation of Budgets – the budget was broken up into three funding components
 - DIP Operating Budget
 - Restructuring Costs
 - Terminal Wind down Cost

Major Assumptions

- **Major DIP Operating Assumptions**
 - Lost Business – 7.0 million
 - Premiums to be paid to secure Post Petition Materials - \$4.4 million
 - Initial Requirements - \$2.0 million
 - Cure payments in arrears for Utilities, Leases, Logistics and Temporary Services - \$1.0 million

DIP Funding Requirements Summary

90 Day Budget Effective the Date of the Filing

| | 1st 15 Days | 2nd 15 Days | Next 30 Days | Next 30 Days | 90 Day Total | Wind Down (1) | Total (2) |
|---|----------------|----------------|--------------|--------------|--------------|------------------|-----------|
| (000's) | | | | | | | |
| Projected Operating Deficit during the period | \$ 5,754 | \$ 3,405 | \$ 1,740 | \$ 1,374 | \$ 9,923 | \$ (2,300) | \$ 7,623 |
| Restructuring Fees | 607 | | 565 | 620 | 1,787 | | 1,787 |
| Terminal Windown Costs | 3,479 | | | | 3,479 | | 3,479 |
| Total (3) | \$ 9,835 | \$ 3,405 | \$ 2,305 | \$ 1,994 | \$ 15,189 | \$ (2,300) | \$ 12,889 |

Notes

- (1) Anticipated deposit refunds and Working Capital Adjustments for prepaid materials (CIA)
- (2) The holding and other costs beyond the production period of November 30, 2006 were not included in this budget.
- (3) Part of the initial funding for month one will be in the form of Delphi Loans to Fund Mexican Operations. It is estimated that the Loans for Month 1 will approximate \$2.5 million.

DIP Operating Budget

90 Day Budget Effective the Date of Filing

Exhibit A – Restructuring Budget

Period: (9/20/2006 - 12/18/2006) - Restructuring/Filing Fees to be funded day one of each month

Disclaimer - expenses could be more than those assumed - additional wind-down costs could be incurred that are not captured in this budget presentation

| | 1st 15 Days | 2nd 15 Days | Next 30 Days | Next 30 Days | 90 Day Total |
|-------------------------------|-------------------|----------------|-------------------|-------------------|---------------------|
| (1) Restructuring Fees | | | | | |
| Filing Fees | 2,400 | | | | 2,400 |
| (2) US Trustee Fees | 10,000 | | | | 10,000 |
| (3) Professional Fees | 575,000 | | 550,000 | 605,000 | 1,730,000 |
| (4) DIP Facility Fees | 15,000 | | 15,000 | 15,000 | 45,000 |
| Total | \$ 602,400 | \$ - | \$ 565,000 | \$ 620,000 | \$ 1,787,400 |

Professional Fees Detail

| | | | | | |
|---------------------------------------|-------------------|-------------|-------------------|-------------------|---------------------|
| BBK | 150,000 | | 150,000 | 150,000 | 450,000 |
| Glass & Associates | 165,000 | | 165,000 | 165,000 | 495,000 |
| Glass & Associates (Applied Retainer) | (25,000) | | (25,000) | | (50,000) |
| Baker Hostetler | 175,000 | | 175,000 | 175,000 | 525,000 |
| Baker Hostetler (Applied Retainer) | (25,000) | | (25,000) | | (50,000) |
| (5) Giuliani Capital | 25,000 | | 25,000 | 25,000 | 75,000 |
| Creditor Committee | 50,000 | | 50,000 | 50,000 | 150,000 |
| Lenders Professionals | 10,000 | | 10,000 | 15,000 | 35,000 |
| BMC - Ch.11 Admin. | 50,000 | | 25,000 | 25,000 | 100,000 |
| Total | \$ 575,000 | \$ - | \$ 550,000 | \$ 605,000 | \$ 1,730,000 |

Notes:

- (1) Restructuring period within Ch. 11 assumed to be for 90 Days - any professional fees extending beyond that period will be captured in the Liquidation Period (Exhibit C)
- (2) US Trustee Fees - assumes quarterly disbursements greater than \$5 million
- (3) See Professional Fees detail
- (4) DIP Facility Fee (Agent Fee)
- (5) Assumes monthly retainer - Success fee to paid out of proceeds after sale of going concern facilities

Expenses DIP Operating Budget **90 Day Budget Effective the Date of the Filing** **Exhibit B – Terminal Wind Down**

Period: (9/30/2006 - 12/18/2006) - Terminal Wind Down expenses to be funded day one

Disclaimer expenses could be more than those assumed - additional wind-down costs could be incurred that are not captured in this budget presentation

| <u>Consolidated Wind Down</u> | | <u>1st</u> | <u>2nd</u> | <u>Next 30</u> | <u>Next 30</u> |
|-------------------------------|---|---------------------|----------------|----------------|----------------|
| | | <u>15 Days</u> | <u>15 Days</u> | <u>Days</u> | <u>Days</u> |
| (1) | Accrued Salaries & Wages | 994,000 | | | |
| (2) | State & Local Taxes | - | | | |
| (3) | Employee Incentive Bonus | 1,273,000 | | | |
| (4) | Employee Health Care | 1,212,000 | | | |
| (5) | Post Petition Accrued Employee Benefits & Other | - | | | |
| | Total | \$ 3,479,000 | \$ - | \$ - | \$ - |

Notes:

- [1] July 2006 accrued monthly salaries and wages that were earned but unpaid during the period
- [2] State & Local Taxes - mostly Property Taxes that will be settled with Sale of Property
- [3] Employee incentive bonus pool
- [4] Employee Health Care - claims incurred but not yet paid assume \$600K per month for 2 months
- [5] Post Petition Accrued Employee Benefits & Other - estimate of accrued expenses incurred during the period

EXHIBIT C

Customer Agreement

CUSTOMER AGREEMENT

This Customer Agreement (the "**Customer Agreement**") by and among the Debtors, General Motors ("**GM**"), Delphi Automotive Systems, LLC ("**Delphi**"), Visteon Corporation ("**Visteon**," and collectively with GM and Delphi, the "**Participating Customers**"), Wachovia Capital Finance Corporation (Central) ("**Lender**") and the Official Committee of Unsecured Creditors of Debtors ("**Committee**") entered into as of October __, 2006 concurrently with the entry by the Court of the Final Financing Order.

WHEREAS, Debtors manufacture automotive component parts for sale to, among others, the Participating Customers. Pursuant to purchase orders, supply contracts and/or releases issued by the Participating Customers to Debtors (as amended from time to time, collectively, the "**Purchase Orders**"), Debtors are obligated to manufacture component parts ("**Component Parts**"), which are either used in the manufacture of motor vehicles, or incorporated into components sold to motor vehicle manufacturers or other suppliers to the automotive industry.

WHEREAS, Composite Parts Mexico S.A. de C.V. ("**CEP Mexico**"), a wholly-owned subsidiary of debtor Creative Engineered Polymer Products, LLC ("**CEP**") with operating facilities in Hermosillo and Chihuahua, Mexico, also manufactures Component Parts for Delphi and Visteon, among others. Together with Debtors' US operations, the Participating Customers represent approximately 50% of the Debtors' and CEP Mexico's total annual sales.

WHEREAS, Debtors have requested authority to market and offer the Sale Facility for sale as a going concern operation, while simultaneously winding down Debtors' operations at the Closing Facilities and orderly liquidating substantially all Debtors' assets at the Closing Facilities. With respect to the Sale Facility, Debtors require continued financial support.

proposed to be provided by Lender in reliance upon the terms of the Final Financing Order and the Postpetition Agreement (as amended from time to time) and the accommodations provided by the Participating Customers as detailed in this Customer Agreement. In connection with such ongoing funding of the Sale Facility, the Sale Customer is willing to purchase Postpetition Participations from Lender in the Postpetition Debt pursuant to the terms set forth in the Final Financing Order, the Customer Agreement and the Participating Customer Participation Agreement, which shall provide Debtors with certain amounts of additional necessary postpetition loans in excess of what would otherwise be available under Lender's normal lending formulas. With respect to the Closing Facilities, the Participating Customers and Assisting Customers are willing to provide Debtors with Cash Infusions necessary to orderly wind down production at the Closing Facilities and enable the Participating Customers and Assisting Customers to resource such production of Component Parts to other suppliers.

WHEREAS, Debtors will engage in parallel efforts to sell or liquidate the CEP Mexico facilities, and those Assisting and Participating Customers with production in either of those facilities will support the cash needs of CEP Mexico in connection with the sale or liquidation of its facilities through Cash Infusions or direct loans to CEP Mexico in the same manner as set forth in the Final Financing Order and this Customer Agreement.

BASED ON THE FOREGOING RECITALS which are incorporated as representations and warranties of the parties, and other good and valuable consideration, the receipt and sufficiency of which are acknowledged, the Participating Customers, Debtors and Lender agree as follows:

I. Definitions:

(a) All defined terms that are not otherwise defined herein shall have the meaning ascribed to them in that certain *Final Order Authorizing Debtors To: (A) Use Cash Collateral; (B) Incur Postpetition Debt; (C) Grant Adequate Protection and Provide Security and Other Relief to Wachovia Capital Finance Corporation (Central); and (D) Grant Certain Related Relief* entered in Debtor's Case (together with any amendments, modifications or supplements to the Financing Order with Lender's consent, "**Final Financing Order**").

(b) The following defined terms shall have the following meaning for purposes of this Customer Agreement:

(i) **Access and Security Agreement.** That certain Access and Security Agreement, dated May 9, 2006, by and among Debtors, CEP Mexico, Customers and Lender, as amended, modified and supplemented by this Customer Agreement, and as otherwise amended hereafter from time to time with Lender's and Participating Customers' written consent, attached hereto as Exhibit 1.

(ii) **Amended Allocable Percentage.** The percentage share of the Postpetition Participations, Direct CEP Mexico Loans (in the case of a Mexican facility) or Cash Infusion required of each Assisting or Participating Customer as to a given facility as determined on a monthly basis in advance by BBK using the following guidelines: If parts are manufactured anytime during a month for an Assisting or Participating Customer, a full month's allocation of costs will be assessed against such customer in an Amended Allocable Percentage determined by BBK; provided however, that if a facility incurs a cost saving due to the exit of an Assisting or Participating Customer during such month, such cost saving shall inure solely to such exiting customer in the form of a reimbursement

(xii) ***Restructuring Charges.*** Those charges listed on Exhibit 3 attached hereto as the same be increased by mutual agreement of Debtors and Participating Customers but subject to the ultimate approval of the Court.

(xiii) ***Tooling.*** All tooling, dies, test and assembly fixtures, jigs, gauges, patterns, casting patterns, cavities, molds, racks, dunnage and documentation including engineering specifications and test reports together with any accessions, attachments, parts, accessories, substitutions, replacements and appurtenances.

(xiv) ***Wind Down Charges.*** Those charges listed in Exhibit 4 attached hereto and as the same may be increased by mutual agreement of the Debtors and Participating Customers.

2. Participating Customer Accommodations. The Participating Customers shall continue to provide the following accommodations:

(a) Accelerated Payment Terms. The Participating Customers will make payment of their respective accounts payable due and owing to Debtors on terms of "net immediate" (approximately 10 day) terms.

(b) Limitation of Setoffs. Except for the "Allowed Setoffs," the Participating Customers agree not to exercise at any time any rights of setoff, recoupment or deduction with respect to any bona fide accounts payable to Debtors arising from any Component Parts shipped by Debtors from the Petition Date through the Termination Date. The term "bona fide accounts payable" shall mean accounts owing for Component Parts actually shipped to the Participating Customers. The term "Allowed Setoffs" of a Participating Customer shall mean (i) valid setoffs, recoupments or deductions of such Participating Customer for defective or nonconforming

products, quality problems, unordered or unreleased parts returned to Debtors, short shipments, misshipments, premium freight charges, improper invoices, mispricing, duplicate payments or billing errors, (ii) direct payments made by such Participating Customer to Debtors' vendors for or on account of materials, services or tools required for Debtors' production of the Component Parts, provided, however, that Lender and Debtors shall receive prior written notice from such Participating Customer of each such direct payment; provided, further, that any such direct payments shall only constitute Allowed Setoffs (i) with respect to expenses paid that were originally contemplated and provided for within the Budget; and (ii) as against accounts owed to Debtors by such paying Participating Customer that arise at least two (2) business days after such notice is received by Lender; provided, further that Lender shall be entitled to establish appropriate Reserves under the Loan Agreements (as amended by the Postpetition Agreement) on account of any such Allowed Setoff; and (iii) \$150,000 per month in the aggregate for all Participating Customers for professional fees incurred by the Participating Customers (with such amount to be allocated among the Participating Customers pursuant to a separate agreement). Participating Customers agree to limit aggregate Allowed Setoffs for items (i) and (iii) to ten percent (10%) of the face amount of accounts owing to Debtors. Any Allowed Setoffs in excess of the ten percent (10%) cap may be carried forward and applied against future accounts provided the aggregate amount of each setoff does not exceed the ten percent (10%) cap for any single account owed to Debtors. Subject to the terms of this paragraph, the Participating Customers expressly reserve and do not waive any rights and interests they may have against Debtors, including setoffs asserted for defensive purposes.

(c) Inventory Buy-Back. On the "Inventory Purchase Trigger Date" (as defined below), the Participating Customers agree to purchase and pay for within the later of (a)

seven (7) days of the Inventory Purchase Trigger Date or (b) five (5) days after a Participating Customer takes possession or control of the Subject Inventory (defined below), all raw materials, work in process and finished goods inventory related to the Component Parts that are at such time both "useable" by the Participating Customers and in a "merchantable" condition (the "Subject Inventory"). The term "Inventory Purchase Trigger Date" shall mean, with respect to a given facility, the earliest to occur of (1) delivery by a Participating Customer to counsel for Debtors and Lender, respectively, of a Resourcing Completion Notice with respect to the production of Component Part at such facility; (2) the exercise by the Participating Customers of their rights of access under the Access Agreement; or (3) an Event of Default, the commencement of enforcement action by Lender against Debtors' tangible assets, and the Lender having the legal right and ability to dispose of the Debtors' interest in the Subject Inventory. For purposes of this Customer Agreement, the term "useable" means not obsolete and useable in the production of the Component Parts in quantities equal to the lesser of (a) unsatisfied fabrication authorizations and production releases in effect as of the Inventory Purchase Trigger Date; or (b) thirteen weeks of historical run rates for the purchasing Participating Customer; provided further that as to finished goods Component Parts which are service parts, "useable" shall mean all service parts located at a Debtor facility (excluding warehouses) which are not obsolete and which are listed on the inventory performed by the Debtors on such date occurring immediately prior to the date of this Agreement; provided further that all finished goods, work in process, and raw material which exist as a result of longer lead times (determined on a part by part basis) and including parts on order or in transit, shall be deemed "useable" so long as such purchases were authorized by a Participating Customer. Inventory is obsolete if it consists of production materials and supplies which, due to annual

model changes and/or design changes, are no longer useable in normal production. The term "merchantable" as used in this Customer Agreement means merchantable as defined in UCC § 2-314 and in conformance with all applicable Purchase Order specifications. The Participating Customers will purchase the Subject Inventory for the following amounts, without offset, deduction or reduction of any kind:

- (i) for raw materials purchased by a Participating Customer after October 24, 2006, one hundred percent (100%) of Debtors' actual cost;
- (ii) for work in process, eighty percent (80%) of the prorated Purchase Order price based on percentage completion;
- (iii) for finished goods, one hundred percent (100%) of the Purchase Order price.

The Subject Inventory purchased by the Participating Customers shall be sold by the Debtors to the applicable Participating Customer in the ordinary course of their businesses free and clear of any and all liens, claims, encumbrances and security interests, without any further Order of the Court, and the Participating Customers shall make payment for such Subject Inventory directly to Lender in partial repayment of the Aggregate Debt in accordance with the Final Financing Order. The Participating Customers shall not be obligated to purchase the Subject Inventory under this Customer Agreement until all requirements of this paragraph are satisfied and unless the Participating Customers are allowed to take possession of or use the Subject Inventory no later than five (5) days after the occurrence of the Inventory Purchase Trigger Date. Immediately upon the Inventory Purchase Trigger Date, Debtors shall be deemed authorized and directed to sell, and deliver or otherwise make readily available, the Subject Inventory to the Participating Customers on the terms set forth herein.

GM has previously purchased service parts and has satisfied its obligation as to the

purchase of service parts pursuant to this Section.

(d) Resourcing Limitation. With respect to the Sale Facility, the Sale Customer shall forbear from resourcing out of such Sale Facility absent an Event of Default and shall support in good faith the sale efforts of Debtors with respect to the Sale Facility.

3. Participating Customer Cash Infusions.

(a) In addition to all Cash Infusions paid pursuant to the Emergency Order which shall be governed by the terms hereof, on or before the first day of each calendar month (November and December) that a Participating Customer will have production in any Closing Facility, such Participating Customer shall pay Cash Infusions sufficient to fund each Participating Customer's Initial Allocable Percentage and Amended Allocable Percentage, as the case may be, to the extent Debtors do not have Postpetition Debt otherwise sufficient to fully pay:

(i) The forecast cash burn, pursuant to the Budget, incurred at such facilities that are required to produce the Participating Customers' Component Parts sufficient to meet releases plus manufacture requested part banks subject to Capacity through the Exit Date;

(ii) The manufacturing and administrative overhead allocable to such facilities' operations through the Exit Date;

(iii) The Restructuring Charges (which shall be allocated to specific facilities where possible but shall be exclusive of the closing fee of Lender in accordance with this Customer Agreement) shall be fully payable with the first Cash Infusion according to the Initial Allocable Percentage; and

(iv) Wind Down Charges.¹

(b) Any unused Cash Infusion for charges listed in Paragraph 3(a)(i) and (ii) shall be returned to the applicable Participating Customers as soon as practicable after the Exit Date for each facility or the Termination Date, whichever is applicable. Any unused Cash Infusion remaining on the later of the final hearing on the Professional Fees and Disbursements and the Exit Date for charges listed in Paragraph 3(a)(iii) shall be returned to the applicable Participating Customer as soon as possible after the date of the final hearing on Professional Fees and Disbursements and the Exit Date, whichever is applicable. Any unused Cash Infusion for charges listed in Paragraph 3(a)(iv) shall be returned to the applicable Participating Customers as soon as possible after the obligations giving rise to the Wind Down Charges are discharged in full.

(c) The Cash Infusions required each month prior to the Exit Date of Participating Customers pursuant to their respective Initial Allocable Percentage or Amended Allocable Percentage, as the case may be, shall be paid in full into a trust account ("BBK Trust Account") maintained by BBK. BBK shall provide the Committee a monthly accounting with respect to any distributions made under the Final Financing Order. No Cash Infusions shall be deemed property of the estate until such time as they are released by BBK to the Debtors; nor shall they be deemed "Cash Collateral" or any other "Collateral" (as defined in the Loan Agreements) upon which Debtors may request Lender to make advances on Postpetition Debt. All payments pursuant to the Amended Allocable Percentage for October were paid on October

¹ In those facilities that generate positive cash flow from operations (including the Mexican facilities), such cash remaining after payment of all current operating expenses shall be first applied to reduce or eliminate the Restructuring Charges and Wind Down Charges allocable to the Participating and Assisting Customers at such facilities, provided that such application shall

(continue)

1, 2006; all payments pursuant to the Amended Allocable Percentage for November must be paid on November 1, 2006; and all payments pursuant to the Amended Allocable Percentage for the partial month of December shall be paid on December 1, 2006. Funds in the BBK Trust Account shall be released by BBK to Debtors or a Carveout Professional, as the case may be, when due pursuant to the Final Financing Order, the Budget, the Interim Compensation Order with respect to Professional Fees and Disbursements or as approved by the Court; provided that the Participating Customers shall have one business day to review the Debtors' request for a release of funds from the BBK Trust Account before BBK is required to release such funds.

(d) The Budget shall include professional fees and disbursements for the Committee counsel and financial advisor in the aggregate sum of \$300,000, and such professional fees and disbursements shall be deemed fully funded in advance and included in the Cash Infusions to be disbursed as allowed pursuant to the Interim Compensation Procedure. \$150,000 of the funds budgeted for Committee's counsel and financial advisor shall be deemed a funding obligation of Visteon and Delphi for production occurring after November 1, 2006 and, for clarity, shall not be assessed against GM. To the extent necessary to effectuate the terms of this subsection, Visteon and Delphi shall fund the additional amount budgeted for fees and disbursements of Committee's counsel and financial advisor, up to an aggregate amount of \$150,000, as a Cash Infusion.

(e) Any Cash Infusions already paid by a Participating Customer for a Sale Facility or one of the Debtors' Mexican facilities shall be deemed recharacterized as the Postpetition Participation in the case of the Sale Facility, or as Direct CEP Mexico Loans in the

(continued)

only be deemed applicable for purposes of allocation of funding responsibility among the Participating Customers.

case of the sale of a CEP Mexico facility, on the terms and conditions set forth in the Final Financing Order. Debtors and the Participating Customers agree to execute and deliver such documents or agreements reasonably necessary to document the foregoing recharacterizations.

(f) An Assisting or Participating Customer's obligation to make Cash Infusions with respect to a given facility shall cease beginning the first day of the calendar month following receipt by counsel for Debtors and counsel for Lender of a Resourcing Completion Notice regarding such facility, provided that such Resourcing Completion Notice is delivered no later than seven (7) days prior to the end of the calendar month in which it is delivered. If a Resourcing Completion Notice is delivered less than seven (7) days prior to the end of a month, it shall not be effective to terminate funding obligations for the next month.

(g) Once Resourcing Completion Notices have been delivered by all Assisting or Participating Customers with respect to a facility, it shall be deemed a "Liquidating Facility" and such customers shall have no further responsibility or obligations with respect to such facility. Lender shall then be responsible for all additional costs incurred at the Liquidating Facilities; provided however such costs did not accrue prior to the designation of the facility as a Liquidating Facility. For clarity, this provision does not amend the allocation of costs for such Liquidating Facility as to each Assisting or Participating Customer as such customer exits the facility.

(h) As long as any Assisting or Participating Customer is receiving Component Parts from Debtors, it shall be liable for its full Amended Allocable Percentage. For clarity, if only one Assisting or Participating Customer remains at any given facility, its Amended Allocable Percentage shall be 100% of the costs allocated to such facility.

(i) Once a facility is deemed a Liquidating Facility, its allocation of costs under Paragraph 3(a)(ii) and (iii) shall be reallocated in full going forward to all facilities that are not yet Liquidating Facilities including the Sale Facility, so that all costs under Paragraph 3(a)(ii) and (iii) continue to be funded hereunder.

(j) Subject to Debtors' compliance with the Participating Customers' bank build requirements, the Participating Customers shall resource the production of Component Parts out of a Closing Facility as soon as commercially reasonable but in no event later than the Exit Date; provided, however, that the Exit Date applicable to a facility may be extended one time by any of the Participating Customers to a date that is not later than sixty (60) days after the existing date, with not less than fourteen (14) days' prior written notice to counsel for Debtors and counsel for Lender, subject to the parties negotiating in good faith a revised Budget as it relates to the particular Closing Facility subject to such extension.

4. Assisting Customer Accommodations. By agreeing to be bound by the Emergency Order and the terms of this Agreement, the Assisting Customers agreed to the following accommodations:

(a) Net Immediate (approximately 10 day or equivalent) payment terms;

(b) Provide Cash Infusions sufficient to fund each Assisting Customer's Initial Allocable Percentage or Amended Allocable Percentage, as the case may be of:

(i) The forecast cash burn, pursuant to the Budget, incurred at a Closing Facility, that is required to produce each Assisting Customer's parts sufficient to meet releases plus manufacturing of each Assisting Customer's respective parts bank subject to Capacity through the Exit Date;

(ii) The manufacturing and administrative overhead necessary to operate the manufacturing operations through the Exit Date;

(iii) Restructuring Charges; and

(iv) Wind Down Charges;

(c) Agree to a limitation of setoff with terms similar to the covenants of the Participating Customers set forth in Paragraph 2 of this Customer Agreement and an inventory buy-back agreement at 100% of Debtors' actual cost regarding raw material and work in process and 100% of the selling price of finished goods.

An Assisting Customer's Initial Allocable Percentage shall be determined by BBK based on the facilities that the Assisting Customer supports, and the upon payment of the Assisting Customer's Initial Allocable Percentage, BBK shall determine the proper method to reimburse the Participating Customers for the payment made by the Assisting Customer. Debtors shall not use any of the Postpetition Debt or Cash Infusions to produce Component Parts for any of its top 22 customers who are not Participating Customers or Assisting Customers.

(d) An Assisting Customer with production at multiple facilities may be an Assisting Customer with respect to one, some or all facilities. An Assisting Customer shall only be liable for its Initial Allocable Percentage or Amended Allocable Percentage, as the case may be, for the facilities in which it opts to be an Assisting Customer. An Assisting Customer may not receive parts from any facility in which it is not an Assisting Customer, except as provided above.

5. Tooling and Equipment

(a) Tooling Acknowledgment. Debtors, on behalf of themselves and CEP Mexico, and Lender acknowledge and agree that all Customer Tooling is subject to the terms of

this Customer Agreement and is (1) owned by the Participating Customers ("owned" means paid for by the Participating Customer or its respective customer or their affiliates, or delivered by the Participating Customer to Debtors); and (2) is being held by Debtors and, to the extent Debtors have transferred the Customer Tooling to third parties, by such third parties, as bailees at will.

(b) Equipment Acknowledgment. Subject to a Participating Customer providing evidence of ownership reasonably acceptable to Debtors and Lender, all Customer Equipment is owned by the Participating Customer or its respective customer or their affiliates and are being held by Debtors or, to the extent Debtors have transferred the Customer Equipment to third parties, by such third parties, as bailees at will.

(c) Equipment Purchase Option. Debtors, on behalf of themselves and CEP Mexico, grant each Participating Customer an option for such Participating Customer or its designee(s) to purchase some or all of the Designated Equipment. The option shall be exercisable at any time after the Petition Date and in no event later than the date following the date on which such Participating Customer (i) delivers its Resourcing Completion Notice with respect to the facility at which such Designated Equipment is located, or (ii) the end of the Occupancy Period under the Access and Security Agreement with respect to the facility at which such Designated Equipment is located, or (iii) as may be otherwise agreed among Debtors, Lender, the Committee and the applicable Participating Customer. Debtors and Lender acknowledge that the Participating Customers have provided lists of their respective Designated Equipment, which lists were subject to amendment by the Participating Customers at any time within 14 days of the Petition Date or such other date as may be agreed to by Debtors, Lender, the Committee and the applicable Participating Customer.

(d) Designated Equipment Purchase Terms. The purchase price for the Designated Equipment located in the United States will be ninety percent (90%) of appraised orderly liquidation value as set forth in the Accuval Appraisal dated June 20, 2005 (the "*Appraisal*"). If in the reasonable, good faith opinion of the preparer of the Appraisal (the "*Appraiser*"), selling the Designated Equipment would not materially affect the appraised orderly liquidation value of the Other Equipment such that appraised orderly liquidation value of such Other Equipment (located at the same facility as the Designated Equipment being purchased) shall become less than 90% of the orderly liquidation value set forth in the Appraisal, the purchase price for the Designated Equipment to be sold shall be deemed increased by such loss in value of the other machinery and equipment of Debtors at such facility (the "*Other Equipment*") (the extent of which to be determined reasonably and in good faith by the Appraiser); provided, however, such increase in the purchase price for the Designated Equipment identified at Debtors' facility in Tuscaloosa, Alabama shall not exceed \$100,000 in the aggregate. If Designated Equipment sought to be purchased is not on the Appraisal, the purchase price shall be as agreed to between Debtors and the applicable Participating Customer with Lender consent. The Appraiser shall determine the extent of loss in value of such Other Equipment, if any, at the time of a Participating Customer's election to exercise its purchase option with respect to the Designated Equipment. The purchase price for the Designated Equipment located in Mexico will be ninety percent (90%) of appraised net orderly liquidation value, taking into account any impact selling the Designated Equipment would have on the remaining equipment located in the particular Mexican facility, as determined by the Appraiser. The Committee shall be provided with the identification of Designated Equipment and be entitled to confer with the Appraiser.

(e) Lender Consent. The full cash price for the Designated Equipment sold by Debtors to a Participating Customer pursuant to the foregoing option purchase option shall be paid to Lender and applied as Cash Collateral or, if consisting of CEP Mexico Postpetition Working Capital Mexico Proceeds, escrowed in accordance with the Final Financing Order, whereupon Lender shall be deemed to consent to the foregoing sale and release any liens it may have in such Designated Equipment.

(f) Sale Removal of Designated Equipment. By virtue of the Final Financing Order, all Designated Equipment shall be sold in the ordinary course of the Debtors' businesses without further order of the Court (i) free and clear of all liens, security interests, claims and encumbrances, and (ii) as is, where is and with all faults, without further order of this Court. Notwithstanding anything in this Customer Agreement, to the contrary, the foregoing options granted to the Participating Customers are not intended to replace or supersede any option(s) any Participating Customer may have under any Purchase Orders to purchase dedicated equipment and tooling, provided that Lender is not acknowledging or agreeing that any such options are enforceable against it. The Participating Customer shall remove all Designated Equipment it has purchased pursuant to the purchase option within five (5) business days after receipt of the purchase price by Lender.

(g) Rights to Tooling and Equipment. Neither Debtors (on behalf of themselves or CEP Mexico), Lender, nor any other person or entity other than the respective Participating Customer (or its affiliates or respective customers), has any right, title or interest in the Customer Tooling or Customer Equipment other than Debtors' rights, subject to the respective Participating Customer's discretion, to utilize the Customer Tooling or the Customer Equipment in the manufacture of the Component Parts. Subject to the limitations on resourcing

in Paragraph 2(d) of this Customer Agreement, the Participating Customers and their affiliates or respective customers shall have the right to take immediate possession of their respective Customer Tooling and Customer Equipment at any time without payment of any kind from the Participating Customers to Debtors other than as required by this Customer Agreement. Debtors and Lender agree to cooperate with that Participating Customer in its taking possession of the Customer Tooling and Customer Equipment. Likewise, subject to the limitations on resourcing in this Customer Agreement, effective immediately upon written notice to Debtors, without further notice or court hearings, which rights, if any, are hereby waived, the Participating Customers shall have the right to immediately enter the premises of Debtors and take possession of any and all Customer Tooling and Customer Equipment, and Debtors and Lender, if in possession, agree to provide the respective Customer or its nominee(s) with such access; provided, however, Participating Customers shall not unreasonably interfere with Debtors' ongoing manufacturing operations or any marketing or sale activities being conducted by Debtors or Lender when removing Customer Tooling and Customer Equipment, and the Participating Customers agree to fully indemnify the Debtors' estates for any losses or damages caused by such entry.

6. Assumption of Customer Agreements. By virtue of the Final Financing Order, the Access and Security Agreement is deemed assumed by the Debtors; provided however that the Access and Security Agreement is hereby amended as follows: (a) the "Occupancy Period" set forth in Section 3(a) of the Access and Security Agreement shall end upon the Exit Date (as may be extended pursuant to the terms of this Customer Agreement), with respect to all Closing Facilities, on March 19, 2007, with respect to Debtors' facilities in Tuscaloosa, Alabama, on June 30, 2007, with respect to CEP Mexico's facilities in Hermosillo, Mexico and

Chihuahua, Mexico, and (b) the "Termination Date" set forth in Section 15 of the Access and Security Agreement shall be deemed to be fourteen (14) days prior to the last day of the applicable Occupancy Period for each facility; provided, (i) the exercise of a Participating Customer of its Right of Access (as defined in the Access and Security Agreement) after the Exit Date in effect as of the date hereof with respect to a Closing Facility or a Sale Facility recharacterized as a Closing Facility shall obligate it to negotiate in good faith a revised budget for that particular facility, (ii) the Access and Security Agreement, as hereby amended, shall apply to, and continue to be enforceable against, CEP Mexico by a Participating Customer, and (iii) that any obligations of Debtors to cure any existing defaults under the Access and Security Agreement as of the date of this Customer Agreement shall not be deemed to constitute administrative expenses (i.e., cure claims) against Debtors' estates, but remain prepetition claims of the Participating Customers.

7. Maintain Production; Parts Bank. Debtors shall maintain production at each of their respective facilities pursuant to ordinary releases for the Participating Customers pursuant to the Purchase Orders, and produce parts bank requirements of the Participating Customers and Assisting Customers subject only to Capacity, through the earlier of (a) the Exit Date, or such later date on a facility by facility basis as is necessary to allow all Participating Customers to orderly resource its respective production at such facility, or (b) the date which a Participating Customer delivers a Resourcing Completion Notice with respect to a facility. In the event Debtors fail to maintain production and build the requested parts bank subject to Capacity, such failure shall constitute cause for the appointment of a Chapter 11 trustee or a "Default" under the Access and Security Agreement. A motion for appointment of a Chapter 11 trustee may be heard on an expedited basis subject only to three (3) business days notice to all

parties required to receive such notice and this Court's schedule. Without limiting the foregoing, the Participating Customers and Assisting Customers shall pay all incremental costs (e.g., damage, storage, etc.) associated with the production of their respective parts bank, pursuant to Paragraphs 3(c)(ii)(D) and 8(a) of this Customer Agreement. As a facility closes or is sold, Debtors, Debtors' financial advisors, Participating Customers and BBK shall work diligently to reduce or eliminate costs associated with that facility and at any location or department affected by the closing or sale of the facility and amend the Budget accordingly.

By virtue of the Final Financing Order, the automatic stay provisions of Code § 362 is vacated and modified to permit each Participating Customer to prepare for resourcing and to resource (where allowed pursuant to the terms of this Customer Agreement), including the removal of all Customer Tooling and Customer Equipment. Debtors shall cooperate with all reasonable requests to assist in a Participating Customer's resourcing efforts including providing requested information and support and allowing access for the Participating Customer or its agent during normal business hours, or after normal business hours upon reasonable request, for the purpose of inspecting Tooling and production of Component Parts and for removal of Tooling, and providing access to employees, plans and documents which will assist in the Participating Customer's resourcing efforts.

8. Miscellaneous:

(a) Severability. Should any provision of this Customer Agreement be held invalid, prohibited or unenforceable in any one jurisdiction it shall, as to that jurisdiction only, be ineffective to the extent of such holding without invalidating the remaining provisions of this Customer Agreement, and any such holding does not invalidate or render unenforceable that provision in any other jurisdiction wherein it would be valid and enforceable.

(b) Authorization. The parties executing this Customer Agreement as representatives warrant that they have the power and authority to execute this Customer Agreement on behalf of the corporation that they represent and that their signatures bind said corporations to the terms of this Customer Agreement.

(c) Section/Paragraph Headings. The section/paragraph headings used in this Customer Agreement are for convenience of reference only and are not to affect the construction hereof or be taken into consideration in the interpretation of this Customer Agreement. All references to paragraphs, sections, and Exhibits are to paragraphs, sections, and Exhibits in or to this Customer Agreement unless otherwise specified.

(d) Waivers and Amendments; Successors and Assigns. No term or provision of this Customer Agreement may be waived, altered, modified, or amended except by a written instrument, duly executed by Debtors, Participating Customers and Lender. This Customer Agreement and all of Debtors' obligations are binding upon the successors and assigns of Debtors, and together with the rights and remedies of the Participating Customers, inure to the benefit of the Participating Customers, and their respective successors and assigns. Supplier may not assign or transfer any right or obligation under this Customer Agreement without the prior written consent of the Participating Customers.

(e) Governing Law and Forum. This Customer Agreement is made in the State of Ohio and shall be governed by, and construed and enforced in accordance with, the laws of the State of Ohio.

(f) No Intended Third Party Beneficiary. The parties hereto acknowledge and agree that the rights and interests of the parties under this Customer Agreement are intended to benefit solely the parties to this Customer Agreement, except for the Assisting Customers.

(g) Counterparts. This Customer Agreement may be executed in any number of counterparts and by each party hereto on separate counterparts, each of which when so executed and delivered shall be an original, but all of which together shall constitute one and the same instrument, and it shall not be necessary in making proof of this Customer Agreement to produce or account for more than one such counterpart. The