

EXHIBIT B

ADDENDUM

**Addendum No. 2 to Advisory Services Agreement
between Glass & Associates, Inc. and CEP Products, LLC**

This Addendum No. 2 to Advisory Services Agreement (the "Addendum") dated October 5, 2006 modifies and supplements the Advisory Services Agreement dated March, 2006 between Glass & Associates, Inc. and CEP Products, LLC (as modified by this Addendum, and as previously modified by Addendum No.1 dated May 8, 2006, the "Agreement"). Capitalized terms used in this Addendum have the meanings given in the Agreement to the extent not defined in this Addendum. Except as expressly modified by this Addendum, all terms and provisions of the Agreement remain in full force and effect.

1) *Additional Services.* Glass will assist CEP Products, LLC ("Company") as exclusive financial advisor and agent in connection with one or more Transaction(s) (as such term is defined below). In connection with its role as financial advisor, Glass would, as requested:

- a) Advise as to potential Transactions, including:
 - i) Oversee preparation of due diligence information;
 - ii) Develop list of potential Transaction participants;
 - iii) Contact potential Transaction participants;
 - iv) Negotiate confidentiality agreements;
 - v) Prepare confidential information memorandums, teaser memorandums, management presentations and other informational materials as required;
 - vi) Oversee due diligence reviews by potential Transaction participants;
 - vii) Seek offers by potential Transaction participants;
 - viii) Negotiate letters of intent and definitive agreements;
 - ix) Assist in transition planning if requested;
 - x) Assist in closing Transactions and on post-closing matters;
 - xi) Prepare on a routine basis reports as to process status; and
 - xii) Meet with the Company and its stakeholders on a periodic basis to discuss status.

- b) Render other financial advisory services as may be mutually agreed by Glass and the Company.

As used herein, the term "Transaction" shall mean, collectively, (i) the sale of a Going Concern Sale Facility defined as the sale of a facility which has been designated by the participating customers as a Going Concern Sale Facility and which the debtors will attempt to sell as a going-concern, or (ii) the sale of all or substantially all of the assets of a Closing Sale Facility which are facilities from which the participating customers are pulling all of their business from and may be positioned for an auction unless Glass is able to arrange for a sale of the assets of such facilities in advance of the formal auction and the sale is acceptable to the Lenders and the Court. Glass will market for sale as a going concern all of the Going Concern Sale Facilities. Glass will also explore a sale of all the sales facilities separately and in the aggregate. With the Lender's consent, Glass may submit a combined offer for the Going

Concern Sale Facilities and Closing Sale Facilities for any Closing Facility for which an auction date has not yet been delivered by the auctioneer.

In facilitating a Transaction, Glass will discuss all reasonable potential transaction structures and mechanisms with interested parties subject to appropriate confidentiality measures. Glass will assist the Company in determining the best means to effect a Transaction. While a Transaction involves numerous assumptions and uncertainties, some of which can be quantified or ascertained only after it has been retained, Glass will use its best efforts, based on its professional experience and understanding of current market conditions, to complete a Transaction expeditiously. The foregoing statement is qualified by the limitations set forth in this Agreement, and Glass shall incur no liability as a result thereof in the event a Transaction is neither consummated nor completed expeditiously. Glass agrees to inform the Company on a routine basis concerning its progress in discussions with respect to the Transactions.

2) *Compensation.* In consideration for taking on additional advisory services pursuant to Section 1 of this Addendum, the Company shall increase Glass' approved monthly carve-out of \$165,000 to \$190,000 which increase has been consented to by Wachovia Capital Finance Corporation (Central), General Motors Corporation, Delphi Automotive, Visteon Corporation and the Official Committee of Unsecured Creditors in the Company's bankruptcy case.

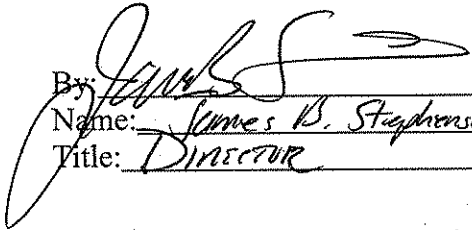
3) *Exclusive Agency.* Until Glass' engagement under this Agreement is terminated pursuant to Section 11 of the Agreement, the Company agrees that it will not, directly or indirectly, contact, approach or negotiate with any person or persons regarding any Transaction, or any transaction similar to any such Transaction. In order to coordinate the efforts of the Company and Glass during the period of Glass' engagement, if the Company receives an inquiry concerning any potential Transaction the Company will promptly inform Glass of such inquiry so that Glass can assess such inquiry and assist in any resulting negotiations. In the event Glass receives an inquiry concerning any Transaction, Glass will promptly inform the Company of such inquiry.

4) *Staffing.* Glass shall staff the engagement pursuant to this Addendum with the professionals it deems appropriate to effect a Transaction as contemplated by this Addendum. Glass shall dedicate sufficient resources necessary toward accomplishing a Transaction or to providing the other services set forth herein.

5) *Bankruptcy.* The Company shall seek an order authorizing the employment of Glass, under the terms of the Agreement, as a professional person under 11 U.S.C. §§ 327 and 328 (with respect to Glass' compensation). The Company shall submit Glass' employment application as soon as possible and use its reasonable best efforts to cause such application to be considered and approved by the Court on the most expedited basis. The order authorizing the employment of Glass as a professional person must be acceptable to Glass in its sole discretion. If the Court's order is not obtained within 30 days or is later terminated, annulled, stayed or set aside for any reason, Glass may terminate its engagement under this Agreement and the Company shall, subject to court approval, thereupon pay all fees and reimburse it for expenses reasonably incurred prior to such date of termination. The carve-out for professional fees related to Glass will be increased from \$165,000 to \$190,000 to reflect the additional financial

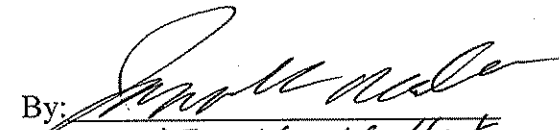
services provided. Except for the requirement that the Court enter an order approving this Agreement, the terms of this paragraph 5 are for the benefit of Glass only and may be waived, in whole or in part, only by Glass.

Glass & Associates, Inc.

By: 
Name: James B. Stephenson
Title: DIRECTOR

AGREED TO AND ACCEPTED Nov 1, 2006.

CEP Products, LLC

By: 
Name: Joseph Mallaik
Title: CEO