

e. The Liquidating Facility Auctions at the Middlefield, Ohio and Bishopville, South Carolina facilities shall be conducted on or before February 15, 2007, if all of the "**Participating Customers**" and "**Assisting Customers**" (as defined in the Sale Motion) have exited the Middlefield, Ohio facility on or before December 31, 2006, and the sold Assets shall be removed therefrom at the sole expense of the respective purchasers within 75 days following delivery of unfettered access to Auctioneer to the Middlefield, Ohio facility;

f. If all of the Participating Customers and Assisting Customers have not exited the Middlefield, Ohio facility on or before January 15, 2007, the Liquidating Facility Auctions at the Middlefield, Ohio and Bishopville, South Carolina facilities shall be conducted on or before forty-five (45) days following Debtors' providing the Auctioneer with free and unfettered access to the Middlefield, Ohio facility, and the sold Assets shall be removed therefrom at the sole expense of the respective purchasers within 75 days following delivery of such access to the Auctioneer;

g. In its reasonable discretion, the Auctioneer may arrange and close private sales of the Assets prior to and after the Liquidating Facility Auctions on behalf of the Debtors, provided that all such sales shall otherwise be subject to the terms of this Order and the Asset Marketing Agreement;

h. Auctioneer will conduct each Liquidating Facility Auction and any private sales of Assets prior or subsequent to a Liquidating Facility Auction in a manner that complies in all respects with the "commercially reasonable disposition" standard under § 9-610 of the Uniform Commercial Code as enacted in the State of Ohio;

i. All offers for the Assets, once submitted at a Liquidating Facility Auction, shall be irrevocable;

j. During the Liquidating Facility Auctions, the Auctioneer may, from time to time, temporarily adjourn and consult with Debtors, Lender and the Committee with respect to pending offers;

k. The Auctioneer may charge and be entitled to retain a buyer's premium for each of the Assets sold at the Liquidating Facility Auctions, in addition to such other amounts it may be entitled under the Asset Marketing Agreement, not to exceed 10% for bids made in person, 14% for bids made via the internet, plus in all cases an additional 3% for bids paid by method other than cash, cashier's check or money order;

l. The purchase price for the Assets sold must be paid in full in cash unless Auctioneer determines to accept another method of payment; provided that if the Auctioneer permits any sold item to be released, the Auctioneer is liable to the Debtors for the full amount of the purchase price not paid by the purchaser.

m. All sales of the Assets shall be on an "as is, where is" basis, with all faults and defects, and without any representations or warranties of any kind, nature, or description by the Debtors, Lender, the Committee, any of the Debtors' creditors, or any agents, estates, professionals, representatives, employees, officers, insiders, affiliates, successors and assigns of any of the foregoing (collectively, "**Estate Parties**");

n. By submitting a bid at a Liquidating Facility Auction, a bidder shall acknowledge that it has inspected or voluntarily waived inspection of the Assets on which it will bid and/or does purchase, conducted any and all due diligence regarding such Assets prior to making its offer that it deems appropriate, and that it did not rely upon any written or oral statements, representations, promises, warranties or guaranties whatsoever from any of the Estate Parties, whether express, implied, by operation of law or otherwise, regarding the Assets, or the completeness of any information provided in connection therewith or the Auction;

o. Within fifteen (15) days of completion of each Liquidating Facility Auction, Auctioneer will file with the Court a full accounting and report regarding each Liquidating Facility Auction;

p. Unless any party-in-interest files an objection (an “**Objection**”) in this Court objecting to the Liquidating Facility Auction within three (3) business days after the completion of such Liquidating Facility Auction on the grounds that the Liquidating Facility Auction was not conducted in a “commercially reasonable” manner as defined in the Uniform Commercial Code as enacted in the State of Ohio, all sales at the Liquidating Facility Auction will be final without further order of this Court, and the Debtors shall be fully authorized to consummate the such sales pursuant to section 363 of the Bankruptcy Code; and

q. By virtue of this Order, the Assets sold by the Debtors at the Liquidating Facility Auctions will be sold free and clear of all liens, claims, interests and encumbrances, which will attach to the proceeds thereof to the same extent and with the same validity and priority as such liens, claims, interests and encumbrances had in the Assets immediately prior to their sale; and

r. Subject to final approval of the Application, the Auctioneer shall be permitted to impose its standard terms and conditions on bidders at the Liquidating Facility Auctions substantially in the form of **Exhibit B** hereto.

3. A final hearing on the Application and authority for the Debtors to enter into the Asset Marketing Agreement is hereby set for November \_\_, 2006 at \_\_\_\_m. Debtors are hereby authorized to pay the Auctioneer, as administrative expenses, for the Auctioneer’s reasonable out-of-pocket expenses appropriately documented and incurred in connection with the performance of its obligations under the Asset Marketing Agreement in preparing for the Liquidating Facility Auctions pending final hearing on the Application, up to an aggregate amount of \$200,000. To the extent necessary, the “Budget” under the Financing Order with respect to the Liquidating Facilities shall be deemed to include such expenses.

4. The proceeds of all sales of the Assets, and any amounts received by the Debtors from the Auctioneer pursuant to the Asset Marketing Agreement (including, without limitation, any proceeds of the “Letter of Credit” as such term is defined in the Asset Marketing Agreement), shall be remitted to Lender for application pursuant to the Financing Order.

IT IS SO ORDERED

####

Respectfully submitted by:

/s/ Joseph F. Hutchinson, Jr.

Joseph F. Hutchinson, Jr. (0018210)

Thomas M. Wearsch (0078403)

Eric R. Goodman (0076035)

BAKER & HOSTETLER LLP

3200 National City Center

1900 East 9th Street

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*Counsel for the Debtors and Debtors-in-Possession*

**Consented to and No Objection:**

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*Counsel to Wachovia Capital  
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Maria D. Giannirakis

OFFICE OF THE UNITED

STATES TRUSTEE

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201 Superior Avenue, East

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*Office of the United States Trustee*

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*Proposed Counsel to the Official  
Committee of Unsecured Creditors*

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James A. Melman

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*Counsel to the Auctioneer*

**EXHIBIT A**

**Asset Marketing Agreement**

## **ASSET MARKETING AGREEMENT**

Biditup Auction Worldwide, Inc., a California corporation ("Biditup") is in the business of marketing and selling assets on behalf of its clients. CEP Holdings, LLC, Creative Engineered Polymer Products, LLC and Thermoplastics Acquisition, LLC, debtors and debtors-in-possession (collectively, the "Debtors") in a jointly administered chapter 11 case pending before the United States Bankruptcy Court for the Northern District of Ohio ("Bankruptcy Court"), are the owners and possessors of certain machinery, equipment and other assets located at their facilities (the "Liquidating Facilities") listed on Exhibit A hereto, and desire to engage Biditup as their exclusive asset disposition agent to sell such assets subject to the terms provided herein. Therefore, in consideration of the covenants contained herein, Biditup and the Debtors (individually, each a "Party," and together, the "Parties") do hereby agree as follows (the "Agreement") as of November 8, 2006:

### **I. Engagement and Agreement to Market Assets**

A. Subject to entry of the Interim Order (defined below), the Debtors hereby engage Biditup as their exclusive asset disposition agent, and Biditup hereby accepts such engagement, with respect to the Debtors' owned assets specifically identified on Exhibit B (the "Assets"), to be attached within three (3) days following entry of the Interim Order. The Debtors have ceased operating the Assets and, during the Exclusive Period, shall maintain the Assets in substantially the same condition as existed on October 2, 2006, but for such changes to the Assets that may have occurred as a result of the Debtors' disconnection of power or other services to, or draining fluids from, the Assets; provided, that, the Letter of Credit (once delivered by Biditup to the Debtors) and any proceeds thereof may not be revoked or cancelled by, and shall not be refundable to, Biditup on account of a determination by Biditup that the condition of any of the Assets has materially changed since October 2, 2006.

### **II. Exclusivity and Auction Dates**

A. The period of time during which Biditup shall have the exclusive right to market the Assets and offer them for sale by public auction or private sale on the Debtors' behalf shall commence on the date of entry of the Interim Order (defined below) and conclude not later than March 9, 2007, provided, however, with respect to the Middlefield, Ohio and Bishopville, South Carolina facilities, such period shall conclude not later than seventy five (75) days following Debtors' providing Biditup free and unfettered access to the Middlefield, Ohio facility ("Exclusive Period").

B. On or prior to December 20, 2006 ("First Auction Date"), Biditup shall conduct one or more public auctions for all Assets, other than any Assets presently located at the Debtors' Middlefield, Ohio and Bishopville, South Carolina facilities (such Assets other than those at the Middlefield, Ohio and Bishopville, South Carolina facilities being hereinafter referred to as the "First Auction Assets").

C. If the last "Participating or Assisting Customer" (as defined in the Debtors' Motion dated October 4, 2006, for Order (A) Granting Authority for the Sale of Assets Pursuant to § 363(B); (B) Approving the Assumption and Assignment of Certain Executory Contracts and

Unexpired Leases in Connection with such Sale and Determining and Adjudicating Cure Amounts with respect to such Contracts and Leases Pursuant to § 365; (C) Establishing Bidding Procedures; (D) Setting Date for Auction and Hearing on Approval of Sale of Assets; and (E) Approving Form of Notice (the "Sale Motion")) has not exited the Middlefield, Ohio facility on or before January 15, 2007, (1) the face amount of the Letter of Credit described in Section IV below shall be reduced by an amount equal to \$550,000, (2) Biditup shall conduct an auction of the Assets located at the Debtors' Bishopville, South Carolina facility ("Bishopville Assets") and the Assets located at the Debtors' Middlefield, Ohio facility ("Middlefield Assets") on or before forty five (45) days following Debtors' providing Biditup free and unfettered access to the Middlefield, Ohio.

D. If the last Participating Customer or Assisting Customer has exited the Middlefield, Ohio facility on or before December 31, 2006, Biditup shall conduct an auction of the Bishopville Assets and Middlefield Assets on or before February 15, 2007.

E. The Debtors acknowledge that Biditup or its affiliated entities may be engaged to sell or market similar assets by other persons or entities, and that any such engagement shall not constitute or be deemed to be a violation of this Agreement, provided that no such other engagement shall interfere with Biditup's timely and full performance of its agreements and obligations hereunder. The Debtors agree that all inquiries regarding the sale of the Assets made to the Debtors, their representatives or their affiliates during the Exclusive Period shall be redirected to Biditup.

### **III. Method of Sale and Certain Covenants**

A. Pursuant to this agreement, Biditup will provide the following services:

(i) prepare the Assets for sale, and arrange the Assets in a manner, which in Biditup's judgment, will maximize the Debtors' net recovery on the Assets;

(ii) provide fully qualified and experienced personnel who will sell the Assets on the Debtors' behalf "as is," "where is," and in accordance with the terms of this Agreement and the Interim Order; and

(iii) provide personnel to handle computerized accounting functions necessary to provide auction buyers with invoices and the Debtors with a complete accounting of all Assets sold at auction.

B. The parties hereto agree, and expressly acknowledge, that Biditup shall not be responsible for the removal or disposition of any environmentally hazardous chemicals, solvents or substances found in the Assets or at the Liquidating Facilities. The Debtors shall be responsible for ensuring that the Debtors possess and are in compliance with all Environmental Permits that are required for the operation of the Debtors' business and the Liquidating Facilities. As used in this Agreement, "Environmental Permits" means licenses, permits, registrations, governmental approvals, agreements and consents which are required under or are issued pursuant to Environmental Laws, and "Environmental Laws" means all federal, state and local statutes, regulations, ordinances, rules, regulations and policies, all court orders and decrees and arbitration awards, and the common law, which pertain to environmental matters or contamination of any type

whatsoever. The Debtors hereby agree to defend, indemnify and hold Biditup harmless from any and all claims, losses, damages and liabilities of any kind whatsoever which arise from or are in connection with any Environmental Laws or Environmental Permits relating to the Assets or the Facility; provided, however, that such indemnification shall not extend to any claims, losses, damages and/or liabilities of any kind arising from the gross negligence or willful misconduct of Biditup and/or its employees and/or representatives, or arising from Biditup's handling, removal or disposition of any environmentally hazardous chemicals, solvents or substances at the Liquidating Facilities without the express prior written consent of the Debtors.

C. Debtors and Biditup agree that Biditup shall not be responsible for the actions or non-actions of any riggers that remove any of the Assets, provided, that Biditup shall require evidence of insurance of any other entities' (other than Debtors) activities in the Liquidating Facilities in accordance with Biditup's terms and conditions of sale, which are substantially in the form attached hereto as Exhibit D. Biditup shall not be responsible filling any pits at any of the Liquidating Facilities. Biditup will make minor repairs to the premises of the Liquidating Facilities that are customarily performed by auctioneers after the removal of assets sold by them. In addition, Biditup shall aide the Debtors in selecting a method to remove any unsold Assets after all Assets sold at auction have been removed; provided, however, Biditup shall not be required to incur any expenses related to the removal of unsold Assets.

#### **IV. Guaranteed Proceeds; Expenses**

A. Biditup guarantees the Debtors the net sum of \$5,900,000.00 from the auction of the Assets, and to secure such guaranty:

(i) Biditup shall within three (3) business days of entry of the Interim Order (defined below), deliver to the Debtors a standby letter of credit, naming Creative Engineered Polymer Products, LLC ("CEP") as beneficiary, in the amount of \$5,900,000.00 ("Letter of Credit"), in form and substance acceptable to the Debtors and Wachovia Capital Finance Corporation (Central) ("Lender").

(ii) Biditup hereby consents to the Debtors immediately drawing upon \$5,350,000.00 of the Letter of Credit on the earlier of (a) December 20, 2006, and (b) forty-eight (48) hours prior to the commencement of the last auction of the Assets (excluding the Bishopville Assets and Middlefield Assets) conducted by Biditup pursuant to this Agreement; and

(iii) if the last Participating Customer or Assisting Customer has exited the Middlefield, Ohio facility on or before January 15, 2007, Biditup hereby consents to the Debtors immediately drawing upon \$550,000.00 of the Letter of Credit on the earlier of (a) forty-five days following Debtors providing Biditup free and unfettered access to the Middlefield, Ohio facility, or (b) forty-eight hours prior to the commencement of the auction of the Middlefield Assets by Biditup pursuant to this Agreement.

B. Once drawn by the Debtors, no amount of the Letter of Credit shall be refundable to or recoverable by Biditup, except that Biditup shall be entitled to the compensation and reimbursement described below in this Section IV.

C. From the first proceeds of the Assets (excluding the Bishopville Assets) received at public auctions or private sales conducted by Bidityup pursuant to this Agreement, Bidityup shall be entitled to retain an amount (“Bidityup Reimbursement Amount”) equal to the Letter of Credit (as may be reduced pursuant to Section II(C) of this Agreement), plus \$480,000, plus one-half (1/2) of an amount equal to the actual operating expenses, for the period from January 1, 2007 to January 30, 2007, for those Liquidating Facilities at which sold First Auction Assets are removed on or before January 31, 2007. From the proceeds of the Assets (other than the Bishopville Assets) received at public auctions or private sales conducted by Bidityup pursuant to this Agreement in excess of the Bidityup Reimbursement Amount, Bidityup shall be entitled to retain 15% of each dollar of such proceeds and the Debtors shall be entitled to the remaining 85% of each dollar of such proceeds. With respect to the Bishopville Assets, Bidityup shall not retain any amounts other than its buyer’ premium as set forth in Section IV(E) below.

D. The Letter of Credit may be cancelled by Bidityup if this Agreement is not approved on a final basis by the Bankruptcy Court, or if any order approving this Agreement (on an interim or final basis) is appealed by a party other than the Debtors or Bidityup; provided, however, that the Debtors may immediately terminate this Agreement and have no further obligations hereunder of any kind if Bidityup elects to cancel the Letter of Credit, except for the reimbursement of Bidityup’s costs and expenses incurred as provided in the Interim Order.

E. Bidityup shall be entitled to charge and retain for its own account an industry standard buyer's premium in connection with the sale of the Assets, in the amount of 10% for bids made in person, and 14 % for bids made via the internet, with an additional 3% premium for all payments made in a method other than cash, cashier’s check or money order. For purposes of clarification, the buyer’s premium is a fee charged in addition to the sale price of the Assets and is paid for by the buyer. Such buyers’ premium shall not be considered proceeds of the Assets for purposes of this Agreement and shall be withheld by Bidityup upon collection from the applicable buyer(s) and retained by Bidityup.

F. Bidityup shall bear its own expenses in connection with the sale of the Assets and its retention under this Agreement. During the Exclusive Period, the Debtors agree to provide Bidityup with free and unfettered access to the Liquidating Facilities at no cost to Bidityup, and during such time, all utilities services that historically have been provided to the Liquidating Facilities, at the Debtors’ sole cost and expense. To the extent that Bidityup’s access to the Liquidating Facilities is interrupted through no fault of its own, or the utilities or services described above discontinued for any material period of time through no fault of its own, the face amount of the Letter of Credit shall be reduced in an amount agreed to by the parties or, in the event that the parties cannot so agree, in an amount to be determined by the Bankruptcy Court based upon any actual loss in value of the Assets caused by such lack of access or utility service.

## **V. Representations and Covenants**

A. (i) The Debtors represent and warrant to Bidityup that (a) the Debtors have all legal right and authority to sell the Assets, and (b) that the Interim Order (defined below) authorizes the Debtors to sell the Assets free and clear of all liens and encumbrances of any kind whatsoever (excluding the liens set forth on Exhibit C hereto); and (ii) the Debtors represent and warrant that (a) they have taken all necessary actions required to authorize the execution,

delivery and performance of this Agreement and the related documents contemplated hereby, and no further consent or approval is required for the Debtors to enter into and deliver the Agreement and to perform their respective obligations under the Agreement other than the Interim Order and the Application Order, and (b) other than the Interim Order and Application Order, no court order or decree of any federal, state or local governmental authority or regulatory body is in effect that would prevent or impair, or is required for the consummation of the transactions contemplated by this Agreement, and no consent of any third party which has not been obtained is required therefore.

B. Bidityup represents and warrants to the Debtors that (i) Bidityup has all legal right and authority to enter into this Agreement and perform its obligations, as contemplated hereby, (ii) Bidityup has taken all necessary actions required to authorize the execution, delivery and performance of this Agreement and the related documents contemplated hereby, and no further consent or approval is required for Bidityup to enter into and deliver the Agreement and to perform its obligations under the Agreement, and (iii) no court order or decree of any federal, state or local governmental authority or regulatory body is in effect that would prevent or impair, or is required for Bidityup 's consummation of, the transactions contemplated by this Agreement, other than the Interim Order and Application Order.

## **VI. Indemnification**

B. The Debtors hereby agree to indemnify and hold Bidityup harmless from any and all claims by any buyer or prospective buyer of the Assets based on any of the Debtors' representations or warranties or performance hereunder. The Debtors further agree to indemnify and hold Bidityup harmless from any claims, causes of action, damages and liabilities of any kind arising from or in connection with the Debtors' breach of any material obligation under this Agreement or any inaccurate statements or representations concerning the Assets made by the Debtors to Bidityup.

C. Bidityup hereby agrees to indemnify and hold the Debtors harmless from any and all claims by any buyer or prospective buyer of the Assets based on Bidityup's breach of any of its obligations, representations or warranties hereunder and from any inaccurate statements or representations concerning the Assets made by Bidityup excluding any such inaccurate statements or representations concerning the Assets provided by the Debtors to Bidityup. Bidityup also hereby agrees to indemnify the Debtors for any damages to the Liquidating Facilities or the Assets caused by the negligent actions or omissions of Bidityup, its agents, employees or invitees (but solely in respect of invitees that Bidityup does not require to have the insurance otherwise required by this Agreement before conducting any activities at the Liquidating Facilities).

D. Notwithstanding anything to the contrary contained herein, in no event shall Bidityup be liable for any lost or anticipated profits or any incidental, exemplary, special or consequential damages and Bidityup's liability for actual damages from any cause whatsoever and, regardless of the form of the action, shall be limited to the aggregate amount of the Letter of Credit plus the commission or buyer's premium, if any, received by Bidityup under this Agreement.

## **VII. Insurance**

A. During the Exclusive Period, the Debtors agree to (i) continue to maintain fire and other perils insurance in appropriate amounts in respect of all Assets until sold, (ii) name Bidityup as an additional insured on such policies of insurance, and (iii) provide required certificates of insurance demonstrating such with three (3) days of entry of the Interim Order.

B. During the Exclusive Period, Bidityup agrees to (i) continue to maintain during the Exclusive Period a two million dollars (\$2,000,000) general liability policy and workers compensation in amounts required by law, (ii) name the Debtors as additional insureds on such general liability policy of insurance, and (iii) provide required certificates of insurance demonstrating such with three (3) days hereof.

C. Bidityup shall also require that all buyers, riggers, and other parties that Bidityup permits to have access to the Liquidating Facilities (the "Bidityup Invitees") have liability insurance in the amount of one million dollars (\$1,000,000) to insure against damage caused to the Liquidating Facilities and Assets by such Bidityup Invitees.

## **VIII. General Provisions**

D. Bidityup shall be permitted to implement an advertising and marketing plan with respect to the sale, including, without limitation, advertising the sale of the Assets through print media (including major newspapers, color brochures and direct mail flyers), web site promotion and electronic mail. Bidityup shall be entitled to use, the Debtors' names and similar derivations in all of its advertising and promotional activities related to this Agreement.

E. The Parties shall deal with each other fairly and in good faith so as to allow both parties to perform its duties and earn the benefits of this Agreement.

F. TECHNOLOGY DISCLAIMER: BIDITUP DOES NOT WARRANT THAT THE FUNCTIONS, FEATURES OR CONTENT CONTAINED IN ANY WEBSITE USED IN CONNECTION WITH THE SALE OF THE ASSETS, INCLUDING ANY THIRD-PARTY SOFTWARE, PRODUCTS OR OTHER MATERIALS USED IN CONNECTION WITH ANY SUCH WEBSITE, WILL BE TIMELY, SECURE, UNINTERRUPTED, OR THAT DEFECTS WILL BE CORRECTED.

G. Any correspondence or required notice shall be addressed as follows:

If to Bidityup:                   Bidityup Auctions Worldwide, Inc.  
11426 Ventura Boulevard  
Studio City, CA 91604  
Attention: Steven Mattes, President

If to the Debtors:               Baker & Hostetler LLP  
3200 National City Center  
1900 East 9th Street  
Cleveland, Ohio 44114-3485  
Attention: Joseph F. Hutchinson, Jr., Esq.

and

McGuire Woods  
Dominion Tower  
625 Liberty Avenue, 23rd Floor  
Pittsburgh, Pennsylvania 15222-3142  
Attention: Mark E. Freedlander, Esq.

and

Goldberg Kohn Bell Black  
Rosenbloom & Moritz, Ltd.  
55 East Monroe Street, Suite 3700  
Chicago, IL 60603  
Attention: Jeremy M. Downs, Esq.

H. The Debtors shall provide Bidityup with: (i) all reasonably requested Asset information to the extent in the Debtors' possession; and (ii) information on prospect interest and evidence of all Asset inquiries, to the extent that the Debtors have such information and evidence.

I. This Agreement shall be governed by and construed in accordance with the laws of the State of Ohio, without giving effect to conflict of laws provisions, except to the extent governed by the Bankruptcy Code. Any legal proceeding to enforce any right or obligation hereunder, or to otherwise resolve any dispute arising hereunder between the Parties, shall be commenced and determined by the Bankruptcy Court and any applicable court sitting in review of the Bankruptcy Court. The Parties further waive their right to a jury trial in respect of any disputes arising under or related to this Agreement, and consent to a bench trial of all such matters.

J. The Section headings used herein are for reference purposes only, and shall not in any way affect the meaning or interpretation of this Agreement.

K. This Agreement may not be transferred, assigned, pledged or hypothecated by any Party hereto without the express written consent of the other Parties, other than by operation of law.

L. This Agreement may be executed in two (2) or more counterparts, all of which taken together shall constitute one (1) instrument.

M. This Agreement contains the entire understanding of the Parties with respect to the subject matter contained herein. This Agreement supersedes all prior agreements and understandings between the Parties with respect to such subject matter.

N. This Agreement may not be changed, and any of the terms, covenants, representations, warranties and conditions cannot be waived, except pursuant to an instrument in writing signed by all Parties hereto.

O. Each Party intends that this Agreement shall not benefit or create any right or cause of action in or on behalf of any person other than the parties hereto.

## **IX. Bid Protections; Court Approval**

A. Bidityup understands and acknowledges that this Agreement will not be subject to a bidding process and possibly higher and better offers. Therefore, Bidityup will not receive bid protections.

B. The effectiveness of this Agreement is subject to and contingent upon the entry, on or before November 9, 2006, of an order under sections 363 and/or 503 of the Bankruptcy Code substantially in the form of Exhibit C hereto (the "Interim Order"), or otherwise in form and substance acceptable to Bidityup and the Debtors, authorizing Debtors' entry into this Agreement for a limited period, which the Debtors agree to use their best efforts to obtain. In all events, the Parties shall have no further obligations under this Agreement if an order is not entered, on or before November 28, 2006, approving Debtors' application to retain Bidityup as an auctioneer, on a final basis, under sections 327 and 328 of the Bankruptcy Code, all in form and substance acceptable to Bidityup and Debtors ("Application Order"), except for the reimbursement of Bidityup's costs and expenses incurred as provided in the Interim Order. The Debtors will provide Bidityup with a copy of such pleadings prior to submission to the Bankruptcy Court and advise Bidityup of any objection or hearings pertaining to such motion. The Application Order shall also provide, inter alia, that Bidityup shall be entitled to retain all amounts due to it under this Agreement without further order of the Court or the necessity of filing any interim or final fee applications (other than a final accounting of all sales of Assets during the Exclusive Period).

## **X. Miscellaneous**

The Parties hereto are acting as independent contractors and nothing contained herein shall be deemed to create any other type of partnership, Bidityup or other relationship. Bidityup may suspend performance during the occurrence of an "excusable delay," which shall only mean and include any delay not occasioned by the fault or negligence of Bidityup and which results from the act of God or public enemy, embargoes, floods, fires, typhoons, earthquakes, epidemics, unusually severe weather, delays of similar nature or governmental actions that would be direct and material impediments to the performance of Bidityup's obligations hereunder. In the event of such an excusable delay, the time for performance of the affected obligation of Bidityup shall be extended for a period equivalent to the period of such delay, interruption or prevention.

\* \* \*

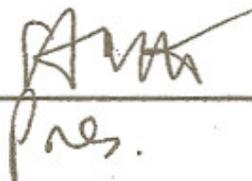
IN WITNESS WHEREOF, the Parties hereto have duly executed this Agreement as of the date written below.

CEP HOLDINGS, LLC, CREATIVE  
ENGINEERED POLYMER PRODUCTS,  
LLC and THERMOPLASTICS  
ACQUISITION, LLC, as Debtors

BIDITUP AUCTION WORLDWIDE, INC., as  
Auctioneer



BY: *CEO*  
THEIR:



By:  
Its:

**EXHIBIT B**

**Auctioneer's Standard Terms and Conditions**

**Terms and conditions for bidding and purchase:**

1. Any and all announcements made by the Auctioneer on the day of the auction sale shall supersede any other written or oral information previously distributed.
2. The Auctioneer and seller make no representations, warranties, promises, covenants or guarantees, expressed or implied, as to defects in or the completeness or accuracy of the description in any advertising of any item(s) being auctioned and is not responsible for any advertising discrepancies or inaccuracies of any kind. All items are sold on an "AS IS", "WHERE IS" AND "WITH ALL FAULTS" basis "WITHOUT EXCEPTION" and "WITH REMOVAL AT BUYER'S SOLE RISK AND EXPENSE". THE AUCTIONEER AND SELLER MAKE NO REPRESENTATIONS, WARRANTIES, PROMISES, COVENANTS OR GUARANTEES OF ANY KIND, EXPRESSED OR IMPLIED, AS TO THE NATURE, QUALITY, DURABILITY, CAPABILITY, FUNCTION, PERFORMANCE, VALUE OR CONDITION OF THE ITEM(S) BEING AUCTIONED OR ITS (THEIR) SUITABILITY FOR ANY USE. THE AUCTIONEER AND SELLER EXPRESSLY AND SPECIFICALLY DISCLAIM, WITHOUT LIMITATION, ANY WARRANTY OF MERCHANTABILITY OR FITNESS FOR A PARTICULAR PURPOSE. The undersigned hereby waives, releases, remises, acquits and forever discharges the Auctioneer and seller, and their respective employees, agents, or any other person acting on behalf of the Auctioneer and seller, of and from, and shall indemnify and hold the Auctioneer and seller, and their respective employees, agents, or other persons acting on behalf of the Auctioneer and seller from and against any claims, actions, causes of action, demands, rights, damages, costs, expenses or compensation whatsoever, direct or indirect, known or unknown, foreseen or unforeseen, which the undersigned now has or which may arise in the future on the account of or in any way growing out of or connected with any defects, latent or otherwise, or the physical condition of any item(s) purchased or any law or regulation applicable thereto. The undersigned specifically waives the provisions of California Civil Code section 1542, which provides: "A general release does not extend to claims which the creditor does not know or suspect to exist in his favor at the time of executing the release, which if known by him must have materially affected his settlement with the debtor."
3. The Auctioneer and seller encourage the undersigned to avail itself of the opportunity to make inspections prior to bidding and/or purchasing. The undersigned hereby acknowledges that it has inspected or voluntarily waived said inspection of all of the items upon which it will be bidding and/or does purchase. Auction sales are subject to cancellation and items are subject to prior sale. The seller's secured creditors must confirm all sales. The Auctioneer and seller reserve the right to augment this auction with items from additional sellers. These items may be interspersed and not specially identified throughout the auction sale.
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2. No item(s), no matter how small, may be removed while the auction is in progress. At Auctioneer's discretion, representatives of the Auctioneer will stay one hour after the auction is completed for the removal of small items. All small items must be removed by 4:00 pm on the day following the auction.
3. The undersigned must present the Auctioneer's personnel with a valid commercial general liability insurance certificate in a minimum amount of \$1,000,000.00 combined single limit per occurrence coverage naming the Auctioneer as additional insured. If available, bridge cranes and hoist may be used only by the undersigned if crane insurance is included on their certificate and only with the written permission of the crane owner. In addition, the undersigned must provide the Auctioneer proof of workers compensation insurance.
4. Should any pits, floor bolts or hazards of any type exist after removal of equipment, it is the responsibility of the undersigned, at its cost, to guard these areas using generally accepted safety practices, such as safety tapes, pipes or bars welded in place, or suitable safety barriers acceptable to the Auctioneer. All floor bolts and/or anchoring fasteners are to be cut flush to the floor and the area left broom clean and all debris removed. It is the responsibility of the undersigned to be sure that the power to the item(s) is off and then to safely disconnect all electrical wiring and utility piping from the item(s) and to cap at the first electrical or air junction of the item(s).
5. Item(s) are to be staged for loading in the area assigned by the Auctioneer's personnel.
6. It is the undersigned's responsibility to secure all safety equipment to meet all applicable government safety standards in using or removing any items purchased. Certain items may contain residual chemicals and/or hazardous materials. The undersigned hereby agrees to indemnify and hold harmless the Auctioneer and seller from any and all damages, claims or liabilities from any injuries to persons or property of any type whatsoever caused by the undersigned, its agents, employees or contractors during the sale or during the removal, use or operation of the purchased item(s). Any hydraulic fluid removal and/or oil leaks are the undersigned's responsibility to remove and clean up. The undersigned must take full responsibility for compliance with applicable environmental laws and exercise all reasonable care to ensure that there is no release to the environment of any hazardous wastes or substances as defined in applicable Federal, State and Local Statutes, Regulations, Rules or Ordinances.
7. No trucks are to be left running in an enclosed building. The Auctioneer is not liable for personal belongings left on premises.
8. Any surface or structural damage to the premises including but not limited to the walls, ceilings, floors, overhead doors, gates and/or any other item(s), etc. will be the undersigned's sole responsibility. The undersigned will not be permitted to leave with its purchases until repairs are made.
9. Theft will not be tolerated and Auctioneer reserves the right to inspect all trucks, toolboxes and rigger cases, etc. Instances of theft will result in immediate termination of removal privileges and full prosecution by law. All quantities must be checked prior to removal, as adjustments will not be made thereafter.

\_\_\_\_\_ Buyer Initials

10. These terms and conditions together with any amendments or modifications, expressly made by the Auctioneer at the time of the auction constitute all the terms and conditions with respect to the sale of items at this auction. There are no representations, warranties, terms, conditions, undertakings or collateral agreements except as hereinabove provided. If any dispute arises under this Agreement, it shall be subject to mandatory mediation before a single mediator in Los Angeles, CA, in accordance with the then current Commercial Mediation Rules of JAMS, commencing as soon as reasonably practicable after the appointment of the mediator. Efforts to reach settlement shall continue until a written settlement is reached, the mediator notifies the parties that further efforts will not be productive, or the parties agree in writing that an impasse has been reached. If for any dispute under this Agreement any party commences an arbitration or other proceeding without first attempting to resolve the matter through the foregoing procedure, then that party shall not be entitled to recover attorneys fees even if they otherwise would be available to that party in any such arbitration or proceeding. Any such dispute, which has not been resolved as a result of the mediation, shall be resolved by final and binding arbitration in Los Angeles, CA, in accordance with the rules and regulations of the American Arbitration Association then in effect, by an arbitrator with knowledge of the auction business. Any such arbitration shall be instead of any civil litigation and the arbitrator's decision shall be final and binding to the fullest extent permitted by law and enforceable by any court having jurisdiction thereof. Each party shall split the costs of the mediation or arbitration, including filing and hearing fees, and each side shall bear its own attorneys' fees, except the arbitrator shall be authorized to award to the prevailing party in such arbitration (as determined by the arbitrator) all of the prevailing party's actual costs and expenses of arbitration, including attorney's fees, court costs, costs of investigation, and other costs related to such proceeding, in the amount determined by the arbitrator.

**PLEASE NOTE:**

**ON-SITE BIDDERS: A 13% Buyer's Premium Will Be Charged At This Sale. The Buyer's Premium Will Be Discounted By 3% (Total = 10%) For Cash Or Cash Equivalent Payment (Cashier's Check, Wire Transfer, Bank Letter Of Guarantee, Etc.)**

**INTERNET BIDDERS: A 17% Buyer's Premium Will Be Charged At This Sale. The Buyer's Premium Will Be Discounted By 3% (Total = 14%) For Cash Or Cash Equivalent Payment (Cashier's Check, Wire Transfer, Bank Letter Of Guarantee, Etc.)**

If using a credit card, MasterCard & Visa ONLY will be accepted.

A signed facsimile copy of this contract will serve as an original.

**PROXY BID:**

Since I am unable to be present to personally bid on the following item(s) listed below, I hereby appoint the Auctioneer to bid on my behalf and I deliver by wire transfer or enclose in cash, certified funds, cashiers check or company check with a letter from my bank guaranteeing unqualified payment to the Auctioneer a deposit in an amount equal to 25% of my total bid price. It is agreed by the undersigned that neither the Auctioneer nor the seller assumes liability of any kind whatsoever for failure to execute these bids for any reason whatsoever.

Lot #	Description & Serial #	Qty	Bid Price (does not include sales tax or buyer's premium)	Buyer's Initial	Check if you wish to bid to the next highest increment closest to your maximum bid

I and Company/Corporation have read, understand, accept and hereby acknowledge and agree to all of the Terms & Conditions as stated above and further hereby agree to abide by any and all posted notices and announcements made hereafter pertaining to the terms and conditions of this auction sale whether present or not.

_____	_____
<b>SIGNATURE</b>	<b>BIDDER #</b>
_____	
<b>AUCTION NAME</b>	
_____	
<b>AUCTION DATE</b>	
_____	
<b>COMPANY/CORPORATION</b>	
_____	
<b>INDIVIDUAL'S NAME</b>	
_____	
<b>STREET ADDRESS</b>	
_____	
<b>CITY, STATE, ZIP</b>	
_____	
<b>PHONE</b>	<b>FAX</b>
_____	_____
<b>DRIVER LICENSE #</b>	
_____	
(If you like to be added to our email list for auction notices please add email)	
_____	
<b>EMAIL</b>	

**Wire Transfer Instructions:**

To: Comerica Bank-California  
 15303 Ventura Blvd.  
 Lower Plaza  
 Sherman Oaks, CA 91403  
 818-379-2946

ABA Routing # 121137522

Credit: BIDITUP Auctions Worldwide, Inc.  
 Account # 1892781301  
 11426 Ventura Blvd., 2<sup>nd</sup> Floor  
 Studio City, CA 91604  
 818/508-7034  
 818/508-3025 Fax

**There is a \$15.00 additional fee for wire transfer payments.**

**Attach business card here.**

Please let us know how you heard about this auction:

Email Notice --  Auction Brochure --  Newspaper Ad --  Friend / Associate --  Other (please specify) \_\_\_\_\_

EXHIBIT D

Terms and Conditions for Bidder & Purchaser Contract

(See attached)

**Terms and conditions for bidding and purchase:**

1. Any and all announcements made by the Auctioneer on the day of the auction sale shall supersede any other written or oral information previously distributed.
2. The Auctioneer and seller make no representations, warranties, promises, covenants or guarantees, expressed or implied, as to defects in or the completeness or accuracy of the description in any advertising of any item(s) being auctioned and is not responsible for any advertising discrepancies or inaccuracies of any kind. All items are sold on an "AS IS", "WHERE IS" AND "WITH ALL FAULTS" basis "WITHOUT EXCEPTION" and "WITH REMOVAL AT BUYER'S SOLE RISK AND EXPENSE". THE AUCTIONEER AND SELLER MAKE NO REPRESENTATIONS, WARRANTIES, PROMISES, COVENANTS OR GUARANTEES OF ANY KIND, EXPRESSED OR IMPLIED, AS TO THE NATURE, QUALITY, DURABILITY, CAPABILITY, FUNCTION, PERFORMANCE, VALUE OR CONDITION OF THE ITEM(S) BEING AUCTIONED OR ITS (THEIR) SUITABILITY FOR ANY USE. THE AUCTIONEER AND SELLER EXPRESSLY AND SPECIFICALLY DISCLAIM, WITHOUT LIMITATION, ANY WARRANTY OF MERCHANTABILITY OR FITNESS FOR A PARTICULAR PURPOSE. The undersigned hereby waives, releases, remises, acquits and forever discharges the Auctioneer and seller, and their respective employees, agents, or any other person acting on behalf of the Auctioneer and seller, of and from, and shall indemnify and hold the Auctioneer and seller, and their respective employees, agents, or other persons acting on behalf of the Auctioneer and seller from and against any claims, actions, causes of action, demands, rights, damages, costs, expenses or compensation whatsoever, direct or indirect, known or unknown, foreseen or unforeseen, which the undersigned now has or which may arise in the future on the account of or in any way growing out of or connected with any defects, latent or otherwise, or the physical condition of any item(s) purchased or any law or regulation applicable thereto. The undersigned specifically waives the provisions of California Civil Code section 1542, which provides: "A general release does not extend to claims which the creditor does not know or suspect to exist in his favor at the time of executing the release, which if known by him must have materially affected his settlement with the debtor."
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_____	_____
<b>SIGNATURE</b>	<b>BIDDER #</b>
_____	
<b>AUCTION NAME</b>	
_____	
<b>AUCTION DATE</b>	
_____	
<b>COMPANY/CORPORATION</b>	
_____	
<b>INDIVIDUAL'S NAME</b>	
_____	
<b>STREET ADDRESS</b>	
_____	
<b>CITY, STATE, ZIP</b>	
_____	
<b>PHONE</b>	<b>FAX</b>
_____	_____
<b>DRIVER LICENSE #</b>	
_____	
(If you like to be added to our email list for auction notices please add email)	
_____	
<b>EMAIL</b>	

**Wire Transfer Instructions:**

To: Comerica Bank-California  
15303 Ventura Blvd.  
Lower Plaza  
Sherman Oaks, CA 91403  
818-379-2946

ABA Routing # 121137522

Credit: BIDITUP Auctions Worldwide, Inc.  
Account # 1892781301  
11426 Ventura Blvd., 2<sup>nd</sup> Floor  
Studio City, CA 91604  
818/508-7034  
818/508-3025 Fax

**There is a \$15.00 additional fee for wire transfer payments.**

**Attach business card here.**

Please let us know how you heard about this auction:

Email Notice --  Auction Brochure --  Newspaper Ad --  Friend / Associate --  Other (please specify) \_\_\_\_\_