

EXHIBIT D

Initial Allocable Percentage per Facility

CEP Products, LLC

Initial Allocable Percentage per Facility - EXHIBIT D

Total Sales for Participating and Assisting Customers For the Six Months Ended June 30, 2006

[illegible]

EXHIBIT E

Postpetition Agreement

POSTPETITION AGREEMENT

This POSTPETITION AGREEMENT (the "Agreement") dated as of September 21, 2006, is by and among CEP HOLDINGS, LLC, an Ohio limited liability company, as Debtor and Debtor-in-Possession ("Holdings"), CREATIVE ENGINEERED POLYMER PRODUCTS, LLC, an Ohio limited liability company, as Debtor and Debtor-in-Possession ("CEP"), THERMOPLASTICS ACQUISITION, LLC, an Ohio limited liability company, as Debtor and Debtor-in-Possession ("Thermoplastics" and together with Holdings and CEP, each individually, a "Debtor" and collectively, the "Debtors"), and COMPOSITE PARTS MEXICO S.A. DE C.V. ("Composite") and CEP LATIN AMERICA, LLC ("CEP Latin America") and WACHOVIA CAPITAL FINANCE CORPORATION (CENTRAL) ("Lender").

WITNESSETH:

WHEREAS, each Debtor has commenced a case under chapter 11 of Title 11 of the United States Code in the United States Bankruptcy Court for the Northern District of Ohio, being jointly administered as case number _____, and as of the date hereof Debtors retain possession of their respective assets and are authorized under the Bankruptcy Code to continue the operation of their businesses as debtors-in-possession;

WHEREAS, prior to the commencement of the Case, Lender made loans and other financial accommodations to Debtors secured by substantially all assets and properties of Debtors as set forth in the Loan Agreements and other Financing Agreements;

WHEREAS, the Bankruptcy Court has entered the Financing Order pursuant to which Lender may make postpetition loans, advances and other financial accommodations to Debtors secured by substantially all assets and properties of Debtors, as more fully set forth in the Financing Order;

WHEREAS, the Financing Order provides that as a condition to the making of such postpetition loans, advances and other financial accommodations, Debtors shall execute and deliver this Agreement; and

WHEREAS, Debtors have requested, and Lender has agreed, that Lender shall make such postpetition loans, advances and other financial accommodations to Debtors pursuant and subject to the terms of the Financing Order, the Loan Agreements and other Financing Agreements, as amended hereby.

NOW, THEREFORE, in consideration of the foregoing, the mutual covenants and agreements contained herein and other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the undersigned mutually covenant, warrant and agree as follows:

1. DEFINITIONS

1.1. Interpretation.

(a) Unless otherwise indicated, all terms used herein (including the recitals hereto) shall have the respective meanings assigned to such terms in the Loan Agreements (as defined below).

(b) All references to any person or party in the definitions or recitals hereto, or otherwise referenced herein, shall include its respective successors and assigns (including, without limitation, any subsequently appointed trustee).

(c) All references to any term in the singular shall include the plural, and all references to any term in the plural shall include the singular.

1.2. General Definitions. As used herein, the following terms shall have the respective meanings given to them below, and the Financing Agreements shall be deemed and are hereby amended to include, in addition and not in limitation, each of the following definitions:

(a) "Bankruptcy Code" shall mean the "Code" (as defined in the Financing Order).

(b) "Bankruptcy Court" shall mean the United States Bankruptcy Court for the Northern District of Ohio and, to the extent reference of the Case or any proceeding therein is withdrawn, the United States District Court for the Northern District of Ohio.

(c) "Budget" shall have the meaning ascribed thereto in the Financing Order.

(d) "Case" shall have the meaning ascribed thereto in the Financing Order.

(e) "Composite Postpetition Disbursement Account" shall mean that certain deposit account at Wachovia Bank, N.A. numbered _____ into which Debtors shall deposit all of Composite's proceeds of accounts receivable to the extent such accounts arise on or after the Petition Date.

(f) "Emergency Financing Order" shall mean the certified and docketed order of the Bankruptcy Court attached hereto as Exhibit A.

(g) "Petition Date" shall have the meaning ascribed thereto in the Financing Order.

(h) "Financing Order" shall mean, collectively, the Emergency Financing Order, the "Final Hearing Order" (as defined in the Emergency Order) and all amendments, modifications and supplements to the Emergency Financing Order and Final Hearing Order with Lender's consent, as the same are in effect from time to time.

(i) "Loan Agreements" shall mean the "CEP Loan Agreement" and the "Thermoplastics Loan Agreement" (as such terms are defined in the Financing Order)..

(j) "Participating Customer Participation Agreement" shall have the meaning ascribed thereto in the Financing Order.

(k) "Participating Customers" shall have the meaning ascribed thereto in the Financing Order.

(l) "Participation Amount" shall have the meaning ascribed thereto in the Participating Customer Participation Agreement.

1.3. Amendments to Definitions in Financing Agreements.

(a) All references to the term "Collateral" in the Loan Agreements or any of the other Financing Agreements or any other term referring to the security for the Obligations shall be deemed to include, and each such reference is hereby amended to include, in addition to the assets otherwise subject to such terms prior to or after the execution of this Agreement, the "Aggregate Collateral" (as defined in the Financing Order).

(b) All references to Debtors, including, without limitation, to the terms "Borrower," "Borrowers" or "Debtors" in the Loan Agreements or any of the other Financing Agreements, shall be deemed to mean, and each such reference is hereby amended to mean and include, the Debtors as defined herein, and their successors and assigns (including any trustee or other fiduciary hereafter appointed as its legal representative or with respect to the property of the estate of such Debtor, whether under chapter 11 of the Bankruptcy Code or any subsequent chapter 7 case, and its successor upon conclusion of the Cases of such Debtor).

(c) All references to the term "Financing Agreements" in the Loan Agreements or any of the other Financing Agreements shall be deemed to include, and each such reference is hereby amended to include this Agreement and the Financing Order, in addition to the items otherwise subject to such definition prior to or after the execution of this Agreement.

(d) All references to the term "Obligations" in this Agreement, the Loan Agreements or any of the other Financing Agreements shall be deemed to include, and each such reference in the Financing Agreements is hereby amended to include, in addition to the debts, liabilities and other obligations otherwise subject to such term prior to or after the execution of this Agreement, the "Aggregate Debt" (as defined in the Financing Order).

(e) To the extent of any conflict between any of the terms of the Financing Order and the terms of the other Financing Agreements, as amended hereby, the terms of the Financing Order shall be deemed to govern and control, and the Financing Agreements shall be deemed amended to the extent necessary to provide for the same.

2. ADOPTION OF FINANCING AGREEMENTS TO GOVERN POSTPETITION DEBT

Subject to the terms of this Agreement and the Financing Order: (a) all of the Financing Agreements are incorporated herein by this reference and are and shall be deemed adopted in full by each Debtor, as Debtor and Debtor-in-Possession, and considered as agreements between such Debtor and Lender; (b) each Debtor and Lender hereby adopts and agrees to be bound by the Financing Agreements, as applicable, to govern and constitute the terms of the "Postpetition Debt" (as defined in the Financing Order); and (c) each Debtor hereby agrees to pay all of the "Postpetition Debt" (as defined in the Financing Order) in accordance with the terms of the Financing Agreements.

3. AMENDMENTS TO LOAN AGREEMENTS

3.1. Overadvance Sublimit.

3.1.1. The following definition shall be deemed added as Section 1.102 of the CEP Loan Agreement:

1.102. "Overadvance Sublimit" shall mean, as of any date of determination, an amount equal to the total Participation Amount purchased by the Participating Customers.

3.2. Loan Limits.

3.2.1. The following definitions in Section 1 of the CEP Loan Agreement are deemed amended and restated in their entirety as follows:

(a) "Maximum Credit" shall mean the amount of \$26,200,000.

(b) "Revolving Loan Limit" shall mean \$26,200,000.

3.2.2. The first sentence of the definition in Section 1.9 of the CEP Loan Agreement is deemed amended and restated as follows:

"Borrowing Base" shall mean, at any time, the amount equal to: (a) eighty-five percent (85%) of the Net Amount of Eligible Accounts (provided that Revolving Loans and Letter of Credit Accommodations predicated on Eligible Accounts owed by Delphi Corporation shall not exceed \$2,500,000, except in Agent's discretion), plus (b) the lesser of: (i) sixty-five percent (65%) of the Value of Eligible Inventory, or (ii) \$7,000,000, plus (c) the Equipment Sublimit less the Equipment Sublimit Reduction, plus (d) the Real Estate Sublimit less the Real Estate Sublimit Reduction, plus (e) the Overadvance Sublimit, less (f) any Reserves.

3.2.3. The following definitions in Section 1 of the Thermoplastics Loan Agreement are deemed replaced with the following:

(a) "Maximum Credit" shall mean the amount of the lesser of: (i) \$4,500,000 or (ii) \$30,880,000 less the aggregate amount of the total outstanding "Loans" and "Letter of Credit Accommodations", each as defined in the CEP Loan Agreement.

(b) "Revolving Loan Limit" shall mean the amount of the lesser of (i) \$4,500,000 or (ii) \$30,800,000 less the aggregate amount of the total outstanding "Loans" and "Letter of Credit Accommodations", each as defined in the CEP Loan Agreement.

3.3. Advance Rates; Borrowing Base.

3.3.1. Notwithstanding any provisions of the Loan Agreements or any of the other Financing Agreements to the contrary, the applicable percentages set forth in the definition of "Borrowing Base" shall not be increased, irrespective of the results of any appraisals of any assets of Debtors currently in progress or subsequently conducted, but the foregoing shall not limit the rights of Lender to decrease such percentages or modify or establish Reserves in accordance with provisions of the Loan Agreements.

3.3.2. Solely for the period commencing on the date that (a) all of Debtors' Equipment and Real Property located in the United States as of the Petition Date have been sold or otherwise disposed on terms acceptable to Lender and (b) the proceeds thereof have been applied in accordance with terms of the Financing Order, and ending on the date that, with respect to all of Debtor's manufacturing facilities, all of the Participating Customers have delivered a "Resourcing Completion Notice" (as defined in the Financing Order) and/or the "Exit Date" (as defined in the Financing Order) has occurred at all such facilities, Lender hereby agrees that the Equipment Sublimit Reduction and Real Estate Sublimit Reduction (as such terms are defined in the Loan Agreements) shall be deemed to be zero dollars (\$0.00).

3.4. Deferred Amounts. Notwithstanding any provisions in the Loan Agreements or any of the other Financing Agreements to the contrary, solely for determining at any given time (a) the amount of "Excess Availability" under the Loan Agreements and (b) the amount of Loans and Letter of Credit Accommodations outstanding under the Loan Agreements, the "Deferred Amount" (as defined in the Participating Customer Participation Agreement) shall not be deemed to constitute outstanding and unpaid Obligations, Loans or Letter of Credit Accommodations, unless and until Lender is entitled to be paid the Deferred Amount pursuant to the terms of the Participating Customer Participation Agreement.

3.5. Availability Reserves. Section 2.1 of each of the Loan Agreements is hereby amended by adding the following new Section 2.1(d) at the end thereof:

"2.1(d) Special Reserves. Without limiting the generality of the continuing right of Lender to establish and

revise Reserves in accordance with the terms set forth in the definition of such term, the Revolving Loans and Letter of Credit Accommodations otherwise available to Borrower shall be subject to (a) a Special Availability Reserve in the amount of \$100,000; (b) a Special Inventory Reserve in the amount, if any, by which (i) the Value of the Inventory of Borrower as reported on a weekly basis by Borrower to Lender exceeds (ii) the value of the Inventory of Borrower as reported on a daily basis by Borrower to Lender; (c) a special Administrative Claim Reserve, in an amount equal to all claims or all outstanding and unpaid administrative expenses in the Cases, including, without limitation, any reclamation claims, which in Lender's determination, may become due and payable from Cash Collateral or Postpetition Debt, the Carveout (as defined in the Financing Order) for the period from the Petition Date through any given date, or other claims, which are or may be senior or pari passu to Lender's liens in the property of Borrower and its estate or Lender's claim under Code §§ 364 or 507(b) (as defined in the Financing Order) ("Special Administrative Claim Reserve"). Lender shall only be obligated to release any of the Special Administrative Claim Reserve after the unpaid claims giving rise thereto have been paid by or on behalf of Borrower. The term "Reserves" as used in this Agreement shall include, without limitation, the Special Availability Reserve, the Special Inventory Reserve and the Special Administrative Claim Reserve"

3.6. Costs and Expenses. Without limiting but in addition to Debtors' obligations to reimburse Lender or any Lender for any amounts under the Financing Agreements, including, without limitation, Section 9.22 of the "Thermoplastics Loan Agreement" (as defined in the Financing Order) and Section 9.21 of the "CEP Loan Agreement" (as defined in the Financing Order), Debtors shall also pay to Lender on demand all costs and expenses that Lender pays or incurs in connection with the negotiation, preparation, consummation, administration, enforcement, and termination of this Agreement, the other Financing Agreements and the Financing Order, including, without limitation: (a) attorneys' and paralegals' fees and disbursements of counsel to Lender; (b) costs and expenses (including reasonable attorneys' and paralegals' fees and disbursements) for any, supplement, waiver, consent, or subsequent closing in connection with this Agreement, the other Financing Agreements, the Financing Order and the transactions contemplated thereby; (c) costs and expenses of any consultants, appraisers or financial advisors retained by Lender in connection with the Cases; (d) taxes, fees and other charges for recording any agreements or documents with any governmental authority, and the filing of UCC financing statements and continuations, and other actions to perfect, protect, and continue the security interests and liens of Lender in the Collateral, whether granted in connection with the Financing Order or otherwise; (e) sums paid or incurred to pay any amount or take any action required of

Debtors under the Financing Agreements or the Financing Order that Debtors fail to pay or take; (f) costs of appraisals, inspections and verifications of the Collateral and including travel, lodging, and meals for inspections of the Collateral and the Debtors' operations by Lender or its Lender and to attend court hearings or otherwise in connection with the Cases; (g) costs and expenses of preserving and protecting the Collateral; (h) all out-of-pocket expenses and costs heretofore and from time to time hereafter incurred by the Lender during the course of periodic field examinations of the Collateral and Debtors' operations, plus the applicable per diem charge at the rate(s) set forth in the Loan Agreements for Lender's examiners in the field and office; and (i) costs and expenses (including attorneys' and paralegals' fees and disbursements) paid or incurred to obtain payment of the Obligations, enforce the security interests and liens of Lender, sell or otherwise realize upon the Collateral, and otherwise enforce the provisions of this Agreement, the other Financing Agreements and the Financing Order, or to defend any claims made or threatened against Lender arising out of the transactions contemplated hereby (including, without limitation, preparations for and consultations concerning any such matters). All sums provided for in this section shall be part of the Obligations, shall be payable on demand, and shall accrue interest after demand for payment thereof at the highest rate of interest then payable under the Financing Agreements. Lender is hereby irrevocably authorized to charge any amounts payable hereunder directly to any of the account(s) maintained by Lender with respect to any Debtor.

3.7. Limits and Sublimits. Section 2.1 of each of the Loan Agreements is hereby amended by adding the following new Section 2.1(e) at the end thereof:

"2.1(e) All limits and sublimits set forth in this Loan Agreement shall be determined on an aggregate basis considering together both the "Prepetition Debt" and the "Postpetition Debt" (as such terms are defined in the Financing Order) in respect thereof or with respect to any formula or other provision to which a limit or sublimit may apply."

3.8. Payments. Section 6.4 of each of the Loan Agreements is hereby amended by adding the following at the end thereof:

"Without limiting the generality of the foregoing, Agent may, in its discretion, apply any such payments or proceeds first to the "Prepetition Debt" (as defined in the Financing Order) consisting of "Allowable 506(b) Amounts" (as defined in the Financing Order), second, to payment of other Prepetition Debt, third, to payment of "Postpetition Charges" (as defined in the Financing Order) and fourth, to payment of all other "Postpetition Debt" (as defined in the Financing Order).

3.9. Access to Premises. Without limiting the obligations of Debtors or the rights of Lender under Section 7.7 of each of the Loan Agreements, each Debtor absolutely and unconditionally agrees that Lender and its Lenders, representatives, investment advisors,

professionals, consultants or designees may at any time and without notice to Debtors, at the sole cost and expense of Debtors, have full and complete access to (a) any of the premises that each Debtor, directly or indirectly owns, leases or otherwise has a right to occupy or use, (b) all assets and properties of Debtors located on any such premises, including, without limitation, all book and records related to Accounts or Inventory or any other Collateral and (c) any employee, officer, director, Lender, representative and consultant of any Debtor and any other Person employed or retained by any Debtor except to the extent access to information in such Person's possession would compromise the Debtors' attorney-client privilege.

3.10. Accounts of Composite.

(a) Section 7.2 of the CEP Loan Agreement is hereby amended by adding the following new subsections (d) and (e) to the end thereof:

"(d) Borrower shall cause Composite to deliver, and direct Composite's account debtors to deliver, all proceeds of Composite's accounts receivable and other assets existing as of the Petition Date to Lender on account of Borrower's claims against and interests in Composite, which proceeds shall be applied by Lender as "Cash Collateral" under and in accordance with the Financing Order, and in respect of which Lender shall simultaneously implement a Reserve equal to the aggregate amount of such proceeds delivered to and applied by Lender; provided, that, Lender shall be deemed to have consented to the Participating Customers (i) deferring payment of up to one half (1/2) of the accounts existing as of the Petition Date that they owe on account of component parts shipped by Composite to the Participating Customers ("Deferred Participating Customer Prepetition Accounts") until such date that substantially all of the assets of Composite have been sold or otherwise disposed on terms acceptable to Lender and the Participating Customers, and (ii) setting off any amount of "Cash Infusions" (as defined in the Financing Order) or direct loans made to Composite by the Participating Customers from and after September 21, 2006, against the Deferred Participating Customer Prepetition Accounts to the extent that such Cash Infusions or direct loans made to Composite are not repaid from proceeds of such sale(s) of substantially all of Composite's assets; provided, further, that, notwithstanding anything to the contrary among the foregoing, the Participating Customers shall pay (in accordance with this Section 7(d)) not less than \$1,650,000.00 of accounts existing as of the Petition Date that they owe on account of component parts shipped by Composite to the Participating Customers on the same terms as in effect immediately prior to the Petition Date."

(e) With respect to all proceeds of Composite's accounts receivable and other assets first arising or acquired by Composite on or after the Petition Date, Borrower and Lender shall cause such proceeds to be deposited in the Composite Postpetition Disbursement Account promptly upon receipt thereof. Notwithstanding anything to the contrary (including, without limitation, Composite's going-forward use of any amounts deposited in the Composite Postpetition Disbursement Account), Lender shall be deemed to have reserved all of its direct and indirect rights and interests in all proceeds of Composite's accounts receivable and other assets first arising or acquired by Composite on or after the Petition Date.

3.11. Additional Financial Reporting Requirements.

(a) Section 9.6 of each of the Loan Agreements is hereby amended by adding the following new Section 9.6(f):

"(f) Borrower shall also provide Lender with copies of all financial reports, schedules and other materials and information at any time furnished by or on behalf of Borrower to the Bankruptcy Court, or the U.S. Trustee or to any creditors' committee or Borrower's shareholders, concurrently with the delivery thereof.

3.12. Sale of Assets, Consolidation, Merger, Dissolution, Etc. Notwithstanding anything to the contrary contained in Section 9.7 of each of the Loan Agreements or any other provision of the Loan Agreements or the other Financing Agreements, Debtors shall not directly or indirectly sell, transfer, lease, encumber, return or otherwise dispose of any portion of the Collateral or any other assets of Debtors, including, without limitation, assume, reject or assign any leasehold interest or enter into any agreement to return Inventory to vendor, whether pursuant to section 365 of the Bankruptcy Code or otherwise, without the prior written consent of Lender (and no such consent shall be implied, from any other action, inaction or acquiescence by Lender) except for sales of Debtors' Inventory in the ordinary course of its business.

3.13. Loans, Investments, Etc. Section 9.10 of each of the Loan Agreements is hereby amended by adding the following new Section 9.10(g):

"(g) Notwithstanding anything to the contrary contained in Section 9.10 of the Loan Agreement or any of the other Financing Agreements, Borrower shall not make any loans or investments contemplated by Section 9.10 of the Loan Agreement."

3.14. Dividends and Redemptions. Section 9.11 of each of the Loan Agreements is hereby amended by adding the following at the end thereof:

"Notwithstanding anything to the contrary contained in this Section 9.11 of the Loan Agreement or any of the other Financing Agreements, Borrower shall not directly or indirectly, declare or pay any dividends on account of any class of Capital Stock of a Borrower, or any of its Affiliates, or redeem, retire, defease, repurchase or otherwise acquire Capital Stock of a Borrower or any of its Affiliates."

3.15. Events of Default. Section 10.1 of each of the Loan Agreements is hereby amended as follows:

(a) Sections 10.1(g) and (h) are hereby deleted in their entirety and the following substituted therefor: "Intentionally deleted."

(b) Section 10.1(o) of the CEP Loan Agreement and Section 10.1(p) of the Thermoplastics Loan Agreement are hereby amended by deleting the "or" at the end thereof;

(c) Section 10.1(p) of the CEP Loan Agreement and Section 10.1(q) of the Thermoplastics Loan Agreement are hereby amended by deleting the "." at the end thereof and substituting ";" therefor.

(d) Section 10.1 of the CEP Loan Agreement is hereby amended by adding the following Sections:

"10.1(q) Borrower fails to perform any of its obligations in strict accordance with the terms of the Financing Order; or

10.1(r) Any "Event of Default" occurs under and as defined in the Financing Order."

(e) Section 10.1 of the Thermoplastics Loan Agreement is hereby amended by adding the following Sections:

"10.1(r) Debtor fails to perform any of its obligations in strict accordance with the terms of the Financing Order; or

10.1(s) Any "Event of Default" occurs under and as defined in the Financing Order."

3.16. Governing Law; Choice of Forum; Service of Process; Jury Trial.

(a) Section 11.1 (a) of each of the Loan Agreements is hereby amended by adding the following at the end thereof: "except to the extent that the provisions of the Bankruptcy Code are applicable and conflict with the foregoing."

(b) Section 11.1(b) of each of the Loan Agreements is hereby amended to provide that Debtors and Lender submit to the exclusive jurisdiction of the Bankruptcy Court with respect to the matters presently subject to such section of the Loan Agreements, as well as with respect to any disputes arising under or in connection with this Agreement or the Financing Order.

3.17. Amendments to Term of Loan Agreement

(a) The first two sentences of Section 13.1(a) of each of the Loan Agreements are hereby deleted in their entirety and the following substituted therefor:

"This Agreement and the other Financing Agreements shall become effective as of the date set forth on the first page hereof and shall continue in full force and effect for a term ending on the "Termination Date" (as defined in the Financing Order)."

3.18. Notices. Section 13.3 of each of the Loan Agreements is hereby amended by adding that any notices, requests and demands also be sent to the following parties:

If to Debtors with a copy to: BAKER & HOSTETLER LLP
3200 National City Center
1900 East 9th Street
Cleveland, Ohio 44114-3485
Facsimile No.: (216) 696-0740
Attn: Joseph F. Hutchinson, Esq.
Thomas Wearsch, Esq.

If to Lender with a copy to: GOLDBERG KOHN BELL BLACK
ROSENBLOOM & MORITZ, LTD.
55 East Monroe Street, Suite 3700
Chicago, Illinois 60603-5802
Facsimile No.: (312) 332-2196
Attn: Alan P. Solow, Esq.
Jeremy M. Downs, Esq.
Shira R. Isenberg, Esq.

4. DIP FACILITY FEE

Debtors shall pay Lender a closing fee in respect of the financing to be provided by Lender to Debtors in the Case in the amount of \$430,000, which shall be fully earned as of the Petition Date and payable in two installments: (a) \$80,000, immediately upon execution of this Agreement and (b) \$350,000, upon repayment of the "Participation" under and as defined in the Participating Customer Participation Agreement (as amended concurrently herewith).

5. MISCELLANEOUS

5.1. Amendments and Waivers. Neither this Agreement nor any other instrument or document referred to herein or therein may be changed, waived, discharged or terminated orally, but only by an instrument in writing signed by the party against whom enforcement of the change, waiver, discharge or termination is sought.

5.2. Further Assurances. Each Debtor shall, at its expense, at any time or times duly execute and deliver, or shall cause to be duly executed and delivered, such further agreements, instruments and documents, including, without limitation, additional security agreements, collateral assignments, Uniform Commercial Code financing statements or amendments or continuations thereof, landlord's or mortgagee's waivers of liens and consents to the exercise by Lender of all the rights and remedies hereunder, under any of the other Financing Agreements, any Financing Order or applicable law with respect to the Collateral, and do or cause to be done such further acts as may be necessary or proper in Lender's opinion to evidence, perfect, maintain and enforce the security interests of Lender, and the priority thereof, in the Collateral and to otherwise effectuate the provisions or purposes of this Agreement, any of the other Financing Agreements or the Financing Order. Upon the request of Lender, at any time and from time to time, each Debtor shall, at its cost and expense, do, make, execute, deliver and record, register or file, financing statements, mortgages, deeds of trust, deeds to secure debt, and other instruments, acts, pledges, assignments and transfers (or cause the same to be done) and will deliver to Lender such instruments evidencing items of Collateral as may be requested by Lender.

5.3. Headings. The headings used herein are for convenience only and do not constitute matters to be considered in interpreting this Ratification Agreement.

5.4. Counterparts. This Agreement may be executed in any number of counterparts, each of which shall be deemed to be an original, but all of which shall together constitute one and the same agreement. In making proof of this Agreement, it shall not be necessary to produce or account for more than one counterpart thereof signed by each of the parties hereto. Delivery of an executed counterpart of this Agreement by facsimile shall have the same force and effect as delivery of an original executed counterpart of this Agreement. Any party delivering an executed counterpart of this Agreement by facsimile also shall deliver an original executed counterpart of this Agreement, but the failure to deliver an original executed counterpart shall not affect the validity, enforceability, and binding effect of this Agreement as to such party or any other party.

5.5. Effectiveness. This Agreement shall become effective upon the occurrence of all of the following: (a) the execution and delivery of this Agreement by Lender and Debtors; (b) the execution and delivery by Debtors of a reaffirmation of their respective guaranty obligations with respect to the Prepetition Debt (as defined in the Financing Order) in the form of Exhibit B hereto; (c) the execution and delivery by Debtors and CEP Latin America of a guarantee with respect to the Postpetition Debt (as defined in the Financing Order) in the form of Exhibit C hereto; (d) the delivery by Debtors to Lender of a docketed copy of the Emergency Financing Order certified by the Clerk of the Bankruptcy Court; and (e) the

delivery by the Participating Customers to Lender of a duly executed copy of the Postpetition Agreement in the form attached hereto as Exhibit D.

IN WITNESS WHEREOF, the parties hereto have caused this Agreement to be duly executed as of the day and year first above written.

CREATIVE ENGINEERED
POLYMER PRODUCTS, LLC,
as Debtor and Debtor-in-Possession

By: _____
Title: _____

THERMOPLASTICS ACQUISITION, LLC,
as Debtor and Debtor-in-Possession

By: _____
Title: _____

CEP HOLDINGS, LLC,
as Debtor and Debtor-in-Possession

By: _____
Title: _____

COMPOSITE PARTS MEXICO S.A. DE C.V.

By: _____
Title: _____

CEP LATIN AMERICA, LLC

By: _____
Title: _____

WACHOVIA CAPITAL FINANCE
CORPORATION (CENTRAL)

By: _____
Title: _____

EXHIBIT A
(EMERGENCY ORDER)

See attached.

EXHIBIT B

(REAFFIRMATION OF GUARANTEES)

Each of the undersigned has executed and delivered to Wachovia Capital Finance Corporation (Central) ("Lender") a certain Guarantee dated as of December 21, 2005 (the "Guarantee") in connection with loans made by Lender to Creative Engineered Polymer Products, LLC ("CEP") and Thermoplastics Acquisition, LLC ("Thermoplastics" and together with CEP, "Borrowers") pursuant to that certain Loan and Security Agreement dated as of August 16, 2005, between Lender and CEP, and that certain Loan and Security Agreement dated as of December 21, 2005, between Lender and Thermoplastics, each as amended or otherwise modified from time to time.

Each of the undersigned hereby acknowledges receipt of that certain Order Authorizing Debtors To: (A) Use Cash Collateral on an Interim Basis; (B) Incur Postpetition Debt; and (C) Grant Adequate Protection and Provide Security and Other Relief to Wachovia Capital Finance Corporation (Central) (the "Financing Order"), which reflects the terms of continued financing to Borrowers and CEP Holdings, LLC ("Holdings") as debtors in possession in jointly administered cases filed on September __, 2006 pursuant to chapter 11 of title 11 of the United States Code. In accordance with and pursuant to Paragraph 3(c)(vi) of the Financing Order, each of the undersigned hereby reaffirms the validity of the Guarantee to which each of the undersigned is a party and all of the undersigned's obligations under such Guarantee. The terms and conditions of such Guarantee remain in full force and effect. Each of the undersigned further guarantees the repayment of all Prepetition Debt of the Borrowers notwithstanding entry of the Financing Order or any term thereof. Each of the undersigned waives any defenses or counterclaims they may have relating to the Guarantee and related security documents.

Dated as of this __th day of September 2006.

CEP Holdings, LLC
Creative Engineered Polymer Products, LLC
Thermoplastics Acquisition, LLC

Each by _____
Its _____

EXHIBIT C
(GUARANTEE OF POSTPETITION DEBT)

GUARANTEE

Creative Engineered Polymer Products, LLC ("CEP") and Wachovia Capital Finance Corporation (Central) in its capacity as agent for itself and certain other lenders ("Lender") entered into that certain Loan and Security Agreement dated as of August 16, 2005 ("CEP Loan Agreement"). Thermoplastics Acquisition, LLC ("Thermoplastics") and Lender entered into that certain Loan and Security Agreement dated as of December 21, 2005 ("Thermoplastics Loan Agreement" and together with the CEP Loan Agreement, the "Loan Agreements").

CEP Holdings, LLC ("Holdings"), CEP and Thermoplastics (collectively, the "Debtors") have commenced cases under chapter 11 of Title 11 of the United States Code in the United States Bankruptcy Court for the Northern District of Ohio (the "Bankruptcy Court"), being jointly administered as case number _____. In connection therewith, the Bankruptcy Court has entered that certain Order Authorizing Debtors To: (A) Use Cash Collateral on an Emergency Basis; (B) Incur Postpetition Debt on an Emergency Basis; and (C) Grant Adequate Protection and Provide Security and Other Relief to Wachovia Capital Finance Corporation (Central) on September __, 2006 (together with any final order entered in connection therewith and any amendments, modifications or supplements made thereto with Lender's written consent, the "Financing Order"), pursuant to which Lender may make postpetition loans, advances and other financial accommodations to Debtors secured by substantially all assets and properties of Debtors (the "Financing Order" and together with the Loan Agreements, and other agreements, documents and instruments referred to therein or at any time executed and/or delivered in connection therewith or related thereto, including, but not limited to, this Guarantee, as the same now exist or may hereafter be amended, modified, supplemented, extended, renewed, restated or replaced, the "Financing Agreements").

Due to the close business and financial relationships between Debtors and the undersigned ("Postpetition Guarantors"), in consideration of the benefits which will accrue to Postpetition Guarantors and as an inducement for and in consideration of Lender making loans and advances and providing other financial accommodations to Debtors pursuant to the Financing Order, Loan Agreements and the other Financing Agreements, Postpetition Guarantors hereby agree in favor of Lender as follows:

Guarantee.

Postpetition Guarantors absolutely and unconditionally guarantee and agree to be liable for the full and indefeasible payment and performance when due of all obligations, liabilities and indebtedness of any kind, nature and description of Debtors to Lender, including principal, interest, charges, fees, costs and expenses, however evidenced, whether as principal, surety, endorser, guarantor or otherwise, consisting of Postpetition Debt, as that

term is defined in the Financing Order, whether direct or indirect, absolute or contingent, joint or several, due or not due, primary or secondary, liquidated or unliquidated, existing or hereafter arising, secured or unsecured, and however acquired by Lender and all costs of enforcement of this Guarantee (the "Guaranteed Obligations").

This Guarantee is a guaranty of payment and not of collection. Postpetition Guarantors agree that Lender need not attempt to collect any Guaranteed Obligations from Debtors, Postpetition Guarantors or any other Obligor (as defined below) or to realize upon any collateral, but may require a Postpetition Guarantor to make immediate payment of all of the Guaranteed Obligations to Lender when due, whether by maturity, acceleration or otherwise, or at any time thereafter. Lender may apply any amounts received in respect of the Guaranteed Obligations to any of the Guaranteed Obligations, in whole or in part (including attorneys' fees and legal expenses incurred by Lender with respect thereto or otherwise chargeable to Debtors or Postpetition Guarantors) and in such order as Lender may elect.

Payment by Postpetition Guarantors shall be made to Lender at the office of Lender from time to time on demand as Guaranteed Obligations become due. Postpetition Guarantors shall make all payments to Lender on the Guaranteed Obligations free and clear of, and without deduction or withholding for or on account of, any setoff, counterclaim, defense, duties, taxes, levies, imposts, fees, deductions, withholding, restrictions or conditions of any kind. One or more successive or concurrent actions may be brought hereon against Postpetition Guarantors either in the same action in which Debtors or any other Obligor is sued or in separate actions. In the event any claim or action, or action on any judgment, based on this Guarantee is brought against Postpetition Guarantors, Postpetition Guarantors agree not to deduct, set-off, or seek any counterclaim for or recoup any amounts which are or may be owed by Lender to Postpetition Guarantors.

Waivers and Consents.

Notice of acceptance of this Guarantee, the making of loans and advances and providing other financial accommodations to Debtors and presentment, demand, protest, notice of protest, notice of nonpayment or default and all other notices to which Debtors or Postpetition Guarantors are entitled are hereby waived by Postpetition Guarantors. Postpetition Guarantors also waive notice of and hereby consent to, (i) any amendment, modification, supplement, extension, renewal, or restatement of the Financing Order, Loan Agreements and any of the other Financing Agreements, including, without limitation, extensions of time of payment of or increase or decrease in the amount of any of the Guaranteed Obligations, the interest rate, fees, other charges, or any collateral, and the guarantee made herein shall apply to the Financing Order, Loan Agreements and the other Financing Agreements and the Guaranteed Obligations as so amended, modified, supplemented, renewed, restated or extended, increased or decreased, (ii) the taking, exchange, surrender and releasing of collateral or guarantees now or at any time held by or available to Lender for the obligations of Debtors or any other party at any time liable on or in respect of the Guaranteed Obligations or who is the owner of any property which is security for the Guaranteed Obligations (individually, an "Obligor" and collectively, the

"Obligors"), (iii) the exercise of, or refraining from the exercise of any rights against Debtors or any other Obligor or any collateral, (iv) the settlement, compromise or release of, or the waiver of any default with respect to, any of the Guaranteed Obligations and (v) any financing by Lender of Debtors under Section 364 of the United States Bankruptcy Code or consent to the use of cash collateral by Lender under Section 363 of the United States Bankruptcy Code. Postpetition Guarantors agree that the amount of the Guaranteed Obligations shall not be diminished and the liability of Postpetition Guarantors hereunder shall not be otherwise impaired or affected by any of the foregoing.

No invalidity, irregularity or unenforceability of all or any part of the Guaranteed Obligations shall affect, impair or be a defense to this Guarantee, nor shall any other circumstance which might otherwise constitute a defense available to or legal or equitable discharge of Debtors in respect of any of the Guaranteed Obligations, or Postpetition Guarantors in respect of this Guarantee, affect, impair or be a defense to this Guarantee. Without limitation of the foregoing, the liability of Postpetition Guarantors hereunder shall not be discharged or impaired in any respect by reason of any failure by Lender to perfect or continue perfection of any lien or security interest in any collateral or any delay by Lender in perfecting any such lien or security interest. Postpetition Guarantors acknowledge that Lender has not made any representations to Postpetition Guarantors with respect to Debtors, any other Obligor or otherwise in connection with the execution and delivery by Postpetition Guarantors of this Guarantee and Postpetition Guarantors are not in any respect relying upon Lender or any statements by Lender in connection with this Guarantee.

Postpetition Guarantors hereby irrevocably and unconditionally postpone and subordinate in favor of Lender all statutory, contractual, common law, equitable and all other claims against Debtors, any collateral for the Guaranteed Obligations or other assets of Debtors or any other Obligor, for subrogation, reimbursement, exoneration, contribution, indemnification, setoff or other recourse in respect to sums paid or payable to Lender by any Postpetition Guarantor hereunder and Postpetition Guarantors hereby further irrevocably and unconditionally postpone and subordinate in favor of Lender any and all other benefits which Postpetition Guarantors might otherwise directly or indirectly receive or be entitled to receive by reason of any amounts paid by or collected or due from Postpetition Guarantors, Debtors or any other Obligor upon the Guaranteed Obligations or realized from their property.

Subordination. Payment of all amounts now or hereafter owed to Postpetition Guarantors by Debtors or any other Obligor is hereby subordinated in right of payment to the indefeasible payment in full to Lender of the Guaranteed Obligations and all such amounts and any security and guarantees therefor are hereby assigned to Lender as security for the Guaranteed Obligations.

Acceleration. Notwithstanding anything to the contrary contained herein or any of the terms of the Financing Order or any of the other Financing Agreements, the liability of Postpetition Guarantors for the entire Guaranteed Obligations shall mature and become immediately due and payable, even if the liability of Debtors or any other Obligor

therefor does not, upon the occurrence of any act, condition or event which constitutes an Event of Default as such term is defined in the Financing Order or the Loan Agreements.

Account Stated. The books and records of Lender showing the account between Lender and Debtors shall be admissible in evidence in any action or proceeding against or involving any Postpetition Guarantor as prima facie proof of the items therein set forth, and the monthly statements of Lender rendered to Debtors, to the extent to which no written objection is made within thirty (30) days from the date of sending thereof to Debtors, shall be deemed conclusively correct and constitute an account stated between Lender and Debtors and be binding on Postpetition Guarantors.

Termination. This Guarantee is continuing, unlimited, absolute and unconditional. All Guaranteed Obligations shall be conclusively presumed to have been created in reliance on this Guarantee. This Guarantee may not be terminated and shall continue so long as the Financing Order and the Loan Agreements shall be in effect (whether during its original term or any renewal, substitution or extension thereof).

Reinstatement. If after receipt of any payment of, or proceeds of collateral applied to the payment of, any of the Guaranteed Obligations, Lender is required to surrender or return such payment or proceeds to any Person for any reason, then the Guaranteed Obligations intended to be satisfied by such payment or proceeds shall be reinstated and continue and this Guarantee shall continue in full force and effect as if such payment or proceeds had not been received by Lender. Postpetition Guarantors shall be liable to pay to Lender, and does indemnify and hold Lender harmless for the amount of any payments or proceeds surrendered or returned. This paragraph shall remain effective notwithstanding any contrary action which may be taken by Lender in reliance upon such payment or proceeds. This paragraph shall survive the termination or revocation of this Guarantee.

Amendments and Waivers. Neither this Guarantee nor any provision hereof shall be amended, modified, waived or discharged orally or by course of conduct, but only by a written agreement signed by an authorized officer of Lender. Lender shall not by any act, delay, omission or otherwise be deemed to have expressly or impliedly waived any of its rights, powers and/or remedies unless such waiver shall be in writing and signed by an authorized officer of Lender. Any such waiver shall be enforceable only to the extent specifically set forth therein. A waiver by Lender of any right, power and/or remedy on any one occasion shall not be construed as a bar to or waiver of any such right, power and/or remedy which Lender would otherwise have on any future occasion, whether similar in kind or otherwise.

Corporate Existence, Power and Authority. CEP, Thermoplastics, Holdings and CEP Latin America, LLC are each a limited liability company duly organized and in good standing under the laws of its state or other jurisdiction of organization and is duly qualified as a foreign corporation and in good standing in all states or other jurisdictions where the nature and extent of the business transacted by it or the ownership of assets makes such qualification necessary, except for those jurisdictions in which the failure to so qualify would not have a material adverse effect on the financial condition, results of operation or

businesses of such Postpetition Guarantor or the rights of Lender hereunder or under any of the other Financing Agreements. Composite Parts Mexico S.V. de C.A. is a *sociedad anonima de capital variable* duly organized, validly existing and in good standing under the Laws of Mexico and has authority to conduct its business, to own its properties and to execute and deliver, and to perform all of its obligations hereunder. The execution, delivery and performance of this Guarantee is within the corporate powers of each Postpetition Guarantor, have been duly authorized and are not in contravention of law or the terms of the certificates of organization, operating agreement, or other organizational documentation of any Postpetition Guarantor, or any indenture, agreement or undertaking to which Postpetition Guarantors are a party or by which Postpetition Guarantors or their property are bound. This Guarantee constitutes the legal, valid and binding obligation of Postpetition Guarantors enforceable in accordance with its terms.

Governing Law; Choice of Forum; Service of Process; Jury Trial Waiver.

The validity, interpretation and enforcement of this Guarantee and any dispute arising out of the relationship between Postpetition Guarantors and Lender, whether in contract, tort, equity or otherwise, shall be governed by the internal laws of the State of Illinois (without giving effect to principles of conflicts of law).

Postpetition Guarantors hereby irrevocably consent and submit to the non-exclusive jurisdiction of the State Courts of Cook County, Illinois the United States District Court for the Northern District of Illinois and the United States Bankruptcy Court for the Northern District of Ohio and waive any objection based on venue or forum non conveniens with respect to any action instituted therein arising under this Guarantee, the Financing Order or any of the other Financing Agreements or in any way connected with or related or incidental to the dealings of Postpetition Guarantors and Lender in respect of this Guarantee, the Financing Order or any of the other Financing Agreements or the transactions related hereto or thereto, in each case whether now existing or hereafter arising and whether in contract, tort, equity or otherwise, and agrees that any dispute arising out of the relationship between Postpetition Guarantors or Debtors and Lender or the conduct of any such persons in connection with this Guarantee, the Financing Order, other Financing Agreements or otherwise shall be heard only in the courts described above (except that Lender shall have the right to bring any action or proceeding against Postpetition Guarantors or their property in the courts of any other jurisdiction which Lender deems necessary or appropriate in order to realize on any collateral at any time granted by Debtors or Postpetition Guarantors to Lender or to otherwise enforce its rights against Postpetition Guarantors or its property).

Postpetition Guarantors hereby waive personal service of any and all process upon it and consents that all such service of process may be made by certified mail (return receipt requested) directed to its address set forth on the signature pages hereof and service so made shall be deemed to be completed five (5) days after the same shall have been so deposited in the U.S. mails, or, at Lender's option, by service upon each Postpetition Guarantor in any other manner provided under the rules of any such courts. Within thirty (30) days after such service, Postpetition Guarantors shall appear in answer to such process, failing which Postpetition Guarantors shall be deemed in default and judgment may be

entered by Lender against Postpetition Guarantors for the amount of the claim and other relief requested.

POSTPETITION GUARANTORS HEREBY WAIVE ANY RIGHT TO TRIAL BY JURY OF ANY CLAIM, DEMAND, ACTION OR CAUSE OF ACTION (i) ARISING UNDER THIS GUARANTEE, THE FINANCING ORDER OR ANY OF THE OTHER FINANCING AGREEMENTS OR (ii) IN ANY WAY CONNECTED WITH OR RELATED OR INCIDENTAL TO THE DEALINGS OF POSTPETITION GUARANTORS AND LENDER IN RESPECT OF THIS GUARANTEE, THE FINANCING ORDER OR ANY OF THE OTHER FINANCING AGREEMENTS OR THE TRANSACTIONS RELATED HERETO OR THERETO, IN EACH CASE WHETHER NOW EXISTING OR HEREAFTER ARISING, AND WHETHER IN CONTRACT, TORT, EQUITY OR OTHERWISE. POSTPETITION GUARANTORS HEREBY AGREE AND CONSENT THAT ANY SUCH CLAIM, DEMAND, ACTION OR CAUSE OF ACTION SHALL BE DECIDED BY COURT TRIAL WITHOUT A JURY AND THAT POSTPETITION GUARANTORS OR LENDER MAY FILE AN ORIGINAL COUNTERPART OF A COPY OF THIS AGREEMENT WITH ANY COURT AS WRITTEN EVIDENCE OF THE CONSENT OF POSTPETITION GUARANTORS AND LENDER TO THE WAIVER OF THEIR RIGHT TO TRIAL BY JURY.

Lender shall not have any liability to Postpetition Guarantors (whether in tort, contract, equity or otherwise) for losses suffered by Postpetition Guarantors in connection with, arising out of, or in any way related to the transactions or relationships contemplated by this Guarantee, or any act, omission or event occurring in connection herewith, unless it is determined by a final and non-appealable judgment or court order binding on Lender that the losses were the result of acts or omissions constituting gross negligence or willful misconduct. In any such litigation, Lender shall be entitled to the benefit of the rebuttable presumption that it acted in good faith and with the exercise of ordinary care in the performance by it of the terms of the Financing Order, Loan Agreements and the other Financing Agreements.

Notices. All notices, requests and demands hereunder shall be in writing and (a) made to Lender and to Postpetition Guarantors at their chief executive office set forth below, or to such other address as either party may designate by written notice to the other in accordance with this provision, and (b) deemed to have been given or made: if delivered in person, immediately upon delivery; if by telex, telegram or facsimile transmission, immediately upon sending and upon confirmation of receipt; if by nationally recognized overnight courier service with instructions to deliver the next business day, one (1) business day after sending; and if by certified mail, return receipt requested, five (5) days after mailing.

Partial Invalidity. If any provision of this Guarantee is held to be invalid or unenforceable, such invalidity or unenforceability shall not invalidate this Guarantee as a whole, but this Guarantee shall be construed as though it did not contain the particular provision held to be invalid or unenforceable and the rights and obligations of the parties shall be construed and enforced only to such extent as shall be permitted by applicable law.

Entire Agreement. This Guarantee represents the entire agreement and understanding of this parties concerning the subject matter hereof, and supersedes all other prior agreements, understandings, negotiations and discussions, representations, warranties, commitments, proposals, offers and contracts concerning the subject matter hereof, whether oral or written.

Successors and Assigns. This Guarantee shall be binding upon Postpetition Guarantors and their successors and assigns and shall inure to the benefit of Lender and its successors, endorsees, transferees and assigns. The liquidation, dissolution or termination of Postpetition Guarantors shall not terminate this Guarantee as to such entity or as to such Postpetition Guarantor.

Construction. All references to the term "Postpetition Guarantor" or "Postpetition Guarantors" wherever used herein shall mean each Postpetition Guarantor and their respective successors and assigns (including, without limitation, any receiver, trustee or custodian for any Postpetition Guarantor or any of its assets or Postpetition Guarantor in its capacity as debtor or debtor-in-possession under the United States Bankruptcy Code). All references to the term "Debtors" wherever used herein shall mean Debtors in their capacity as debtors and debtors-in-possession under the United States Bankruptcy Code and their successors and assigns (including, without limitation, any receiver, trustee or custodian for Debtors or any of its assets under the United States Bankruptcy Code). All references to the term "Person" or "person" wherever used herein shall mean any individual, sole proprietorship, partnership, corporation (including, without limitation, any corporation which elects subchapter S status under the Internal Revenue Code of 1986, as amended), limited liability company, limited liability partnership, business trust, unincorporated association, joint stock corporation, trust, joint venture or other entity or any government or any agency or instrumentality or political subdivision thereof. All references to the plural shall also mean the singular and to the singular shall also mean the plural.

IN WITNESS WHEREOF, Postpetition Guarantors have executed and delivered this Guarantee as of the day and year first above written.

ATTEST:

CREATIVE ENGINEERED POLYMER
PRODUCTS, LLC

By _____
Its _____

By _____
Its _____

[CORPORATE SEAL]

Chief Executive Office

c/o The Reserve Group
3560 West Market Street, Suite #300
Akron, Ohio 44333

THERMOPLASTICS ACQUISITION, LLC

CEP HOLDINGS, LLC

By _____
Its _____

By _____
Its _____

Chief Executive Office

c/o The Reserve Group
3560 West Market Street, Suite #300
Akron, Ohio 44333

Chief Executive Office

c/o The Reserve Group
3560 West Market Street, Suite #300
Akron, Ohio 44333

CEP LATIN AMERICA, LLC

By _____
Its _____

Chief Executive Office

c/o The Reserve Group
3560 West Market Street, Suite #300
Akron, Ohio 44333

STATE OF)
)
COUNT OF)

On this ____ day of _____, 2006, before me personally came _____, to me known, who stated that he is the _____ of _____, the corporation described in and which executed the foregoing instrument; and that he signed his name thereto by order of the Board of Directors of said corporation.

Notary Public

STATE OF)
)
COUNT OF)

On this ____ day of _____, 2006, before me personally came _____, to me known, who stated that he is the _____ of _____, the corporation described in and which executed the foregoing instrument; and that he signed his name thereto by order of the Board of Directors of said corporation.

Notary Public

STATE OF)
)
COUNT OF)

On this ____ day of _____, 2006, before me personally came _____, to me known, who stated that he is the _____ of _____, the corporation described in and which executed the foregoing instrument; and that he signed his name thereto by order of the Board of Directors of said corporation.

Notary Public

STATE OF)
)
COUNT OF)

On this ____ day of _____, 2006, before me personally came _____, to me known, who stated that he is the _____ of _____, the corporation described in and which executed the foregoing instrument; and that he signed his name thereto by order of the Board of Directors of said corporation.

Notary Public

STATE OF)
)
COUNT OF)

On this ____ day of _____, 2006, before me personally came _____, to me known, who stated that he is the _____ of _____, the corporation described in and which executed the foregoing instrument; and that he signed his name thereto by order of the Board of Directors of said corporation.

Notary Public

EXHIBIT F

Restructuring Charges

CEP Products, LLC

Restructuring Expenses - By Month

EXHIBIT F

	Suggested Revisions			
	<u>Month #1</u>	<u>Month #2</u>	<u>Month #3</u>	<u>Total</u>
Total Allowed Customer Fees per Agreement	\$ 150,000	\$ 150,000	\$ 150,000	\$ 450,000
Company Fees				
Glass Consulting Fees	165,000	165,000	165,000	495,000
Glass Consulting Fees - Reduction of Retainer	(25,000)	(25,000)		(50,000)
Baker Hostetler - Wind Down	175,000	175,000	175,000	525,000
Baker Hostetler - Reduction of Retainer	(25,000)	(25,000)		(50,000)
Giuliani Capital	25,000	25,000	25,000	75,000
Total	315,000	315,000	365,000	995,000
Lender Professionals	10,000	10,000	15,000	35,000
Creditors Committee Professionals	50,000	50,000	50,000	150,000
Trustee Fee	10,000	-	-	10,000
Filing Fees	2,400	-	-	2,400
DIP Facility Fees	15,000	15,000	15,000	45,000
BMC - Chapter 11 Administration	50,000	25,000	25,000	100,000
Total Fees	<u>\$ 602,400</u>	<u>\$ 565,000</u>	<u>\$ 620,000</u>	<u>\$ 1,787,400</u>

EXHIBIT G

Wind Down Charges

CEP Products, LLC

Wind Down Expenses - By Month

EXHIBIT G

	<u>Month #1</u>	<u>Month #2</u>	<u>Month #3</u>	<u>Wind Down</u>	<u>Total</u>
Estimated Payrolls and Withheld Taxes	\$ 994	\$ -	\$ -	\$ -	\$ 994
Employee Incentive Plan (Reduction For Sold Facilities)	1,273	-	-	-	1,273
	-	-	-	-	-
Employee Health Care	1,212	-	-	-	1,212
	<u>\$ 3,479</u>	<u>\$ -</u>	<u>\$ -</u>	<u>\$ -</u>	<u>\$ 3,479</u>
Total Fees					