

**EXHIBIT B**

DECLARATION

**UNITED STATES BANKRUPTCY COURT  
NORTHERN DISTRICT OF OHIO  
EASTERN DIVISION**

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In re: : Case No. 06-51848  
: (Jointly Administered)  
CEP HOLDINGS, LLC, et al.,<sup>1</sup> :  
: Chapter 11  
Debtors. :  
: Honorable Marilyn Shea-Stonum  
: :  
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**DECLARATION OF MARK MIDDLETON IN SUPPORT  
OF THE APPLICATION OF DEBTORS AND DEBTORS IN  
POSSESSION, PURSUANT TO SECTIONS 327(a), 328 AND 330  
OF THE BANKRUPTCY CODE AND BANKRUPTCY RULE 6005, FOR  
ENTRY OF AN ORDER AUTHORIZING THEM TO EMPLOY GUTMANN  
& MIDDLETON, INC. AS APPRAISER, EFFECTIVE AS OF JANUARY 25, 2007**

Mark Middleton hereby declares under penalty of perjury:

1. I am Mark Middleton at Gutmann & Middleton, Inc. (“**Gutmann**”), which maintains an office at 5335 Far Hills Avenue, Dayton, Ohio 45429. I submit this declaration (the “**Declaration**”) in support of the *Application of Debtors and Debtors in Possession, Pursuant to Sections 327(a), 328 and 330 of the Bankruptcy Code and Bankruptcy Rule 6005, for Entry of an Order Authorizing Them to Employ Gutmann & Middleton, Inc. as Appraiser, Effective as of January 25, 2007* (the “**Application**”),<sup>2</sup> filed contemporaneously herewith by the Debtors. Except as otherwise indicated, I have personal knowledge of the matters set forth herein and, if called as a witness, would testify competently thereto.

<sup>1</sup> The Debtors are: CEP Holdings, LLC, Creative Engineered Polymer Products, LLC and Thermoplastics Acquisition, LLC.

<sup>2</sup> Capitalized terms not otherwise defined herein shall have the meanings given to them in the Application.

## **QUALIFICATIONS**

2. Gutmann was founded in March of 1985 and has grown to one of the largest valuation and consulting firms in the State of Ohio. The principals of Gutmann have over 90 years of combined real estate appraisal experience. Gutmann's staff is fully licensed/certified in the State of Ohio and currently includes over 10 appraisers plus support staff. The appraisal activities of Gutmann includes all types of commercial and industrial real estate. I believe that Gutmann is well qualified and equipped to provide appraisal services to the Debtors regarding the valuation of the Property.

## **SERVICES AND FEE**

3. Gutmann is willing to prepare an appraisal of the Property pursuant to the terms and conditions of the Engagement Agreement. Gutmann's appraisal will be performed and reported in accordance with the Uniform Standards of Professional Appraisal Practice. Gutmann's fee for the appraisal will not exceed \$3,500.00, and will be payable within 30 days of receipt of the final appraisal, subject to the approval of this Court.

## **DISINTERESTEDNESS**

4. To the best of my knowledge, information and belief, Gutmann does not hold or represent any interest adverse to the Debtors' estates and is a "disinterested person," as that term is defined in section 101(14) of the Bankruptcy Code, as modified by section 1107(b) of the Bankruptcy Code.

5. To the best of my knowledge, information and belief, the employees of Gutmann do not have any connection with the Debtors or their affiliates, their creditors, their estates, any United States District Judge or United States Bankruptcy Judge for the Northern District of Ohio, the United States Trustee or any person employed in the office of the United States Trustee for Region 9, or any other party in interest, or their respective attorneys and accountants.

6. To the best of my knowledge, information and belief, Gutmann is not a creditor, an equity security holder or an insider of the Debtors.

7. To the best of my knowledge, information and belief, no employee of Gutmann is or was within two years before the Petition Date, a director, officer, or employee of the Debtors.

8. To the best of my knowledge, information and belief, Gutmann does not have an interest materially adverse to the interest of the estate or of any class of creditors or equity security holders, by reason of any direct or indirect relationship to, connection with, or interest in, the Debtors, or for any other reason.

#### COMPENSATION

9. Other than as set forth herein, in the Application or in the Engagement Agreement, no arrangement is proposed between the Debtors and Gutmann for compensation to be paid in these Cases.

To the best of my knowledge and belief, I declare that the foregoing is true and correct under penalty of perjury as provided for by 28 U.S.C. § 1746.

Date: January 26, 2007



Mark Middleton