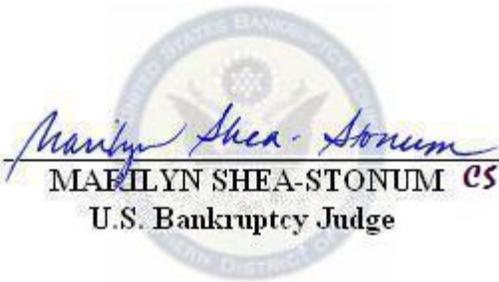


IT IS SO ORDERED.

Dated: 11:54 AM February 06 2007



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

----- X
In re: :
: Case No. 06-51848
CEP HOLDINGS, LLC, et al.,¹ : (Jointly Administered)
: :
Debtors. : Chapter 11
: :
: Honorable Marilyn Shea-Stonum
----- X

**ORDER GRANTING AUTHORITY TO SELL REAL PROPERTY LOCATED IN
LAPEER, MICHIGAN PURSUANT TO SECTION 363(b)**

CEP Holdings, LLC and its affiliated Debtors and Debtors-in-possession (each a “Debtor” and collectively, the “Debtors” or “CEP”) in the above-captioned Chapter 11 cases (the “Cases”) having moved (the “Motion”) before this Court for an order granting authority to sell real property (the “Lapeer Property”) located in Lapeer, Michigan Pursuant to Section 363(b) pursuant to the terms of the Asset Purchase Agreement, dated

¹ The Debtors include: CEP Holdings, LLC, Creative Engineered Polymer Products, LLC and Thermoplastics Acquisition, LLC.

December 18, 2006 (the “Purchase Agreement”) attached to the Motion; and the Debtors having provided sufficient notice of the Motion and proposed sale to all parties-in-interest listed on the Affidavit of Service dated December 27, 2006 [D.I. # 326]; and a hearing (the “Sale Hearing”) concerning this matter having been held before this Court on January 16, 2007 at the United States Courthouse in Akron, Ohio; and no objections to the relief requested having been filed; and the court having jurisdiction over the Motion pursuant to 28 U.S.C. §§ 157 and 1334, and this matter being a core proceeding pursuant to 28 U.S.C. § 157(b)(2)(A); and venue of these cases and the Motion in this district being proper under 28 U.S.C. §§ 1408 and 1409.

IT IS HEREBY ORDERED:

1. The Debtors are hereby authorized to sell the Lapeer Property to the Purchaser² or their designee, Brentwood Advisory Group, LLC, free and clear of all liens, claims and encumbrances to the fullest extent permitted by Section 363 of the Bankruptcy Code

2. The Debtors are authorized and directed, pursuant to 11 U.S.C. §§ 105, 363(b) and (f), to execute and deliver, and empowered to fully perform under, consummate and implement, the Purchase Agreement, together with all additional instruments and documents that may be reasonably necessary or desirable to implement the Purchase Agreement.

3. Pursuant to 11 U.S.C. § 1146(c), the sale and transfer of the Lapeer Property pursuant to the Purchase Agreement is exempt from and shall not be taxed under

² All capitalized terms not otherwise defined herein shall have the meaning ascribed to them in the Motion.

any Federal, State or local law imposing a recording tax, stamp tax, transfer tax, or similar tax.

4. All persons and entities holding liens or interests of any kind and nature with respect to the Lapeer Property are hereby barred from asserting such liens or interests against the Purchaser or their designee, Brentwood Advisory Group, LLC, its successors or assigns, or the Lapeer Property. The claims of all holders of recorded and statutory liens against the Lapeer Property shall attach to the proceeds of the sale of the Lapeer Property and shall be paid therefrom pursuant to the plan of liquidation filed or to be filed in the Debtors cases.

5. This Order shall be binding upon and govern the acts of all United States of America entities, including without limitation, all filing agents, filing officers, title agents, title companies, recorders of mortgages, recorders of deeds, registrars of deeds, administrative agencies, governmental departments, secretaries of state, federal, state and local officials, and all other persons or entities who may be required by operation of law, the duties of their office or contract to accept, file, register or otherwise record or release any documents or instruments, or who may be required to report to or insure title or state of title in or to any of the Lapeer Property.

6. Because the Court finds that the Purchaser, including any designee, is a good faith purchaser within the meaning of 11 U.S.C. §363(m), in the event that the parties to the Purchase Agreement consummate the transactions contemplated thereby while an appeal of this Order is pending, Purchaser and any designee shall be entitled to rely upon the protections of 11 U.S.C. § 363(m), absent any stay pending appeal granted by a court of competent jurisdiction prior to such consummation.

7. As provided by Bankruptcy Rules 6004(g), 6006(d) and 7062, because time is of the essence, this Order shall be effective and enforceable as of entry of this Order and the ten (10)-day stay period provided for in Rule 6004(g) of the Federal Rules of Bankruptcy Procedure is hereby waived.

8. This Court shall and hereby does retain sole and exclusive jurisdiction to determine any dispute, issue or other matter arising in connection with the Debtors' interest in the Asset Sale or under this Order.

IT IS SO ORDERED

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Respectfully submitted by:

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*Counsel for the Debtors
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Consented to:

/s/ Carl Riseman
Carl Riseman
TAYLOR BUTTERFIELD
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Counsel for the Purchaser