

Amendment to Employment and Noncompetition Agreement

This Amendment to Employment and Noncompetition Agreement (the "Amendment") is entered into this 1st day of February 2007 by and between Joseph Mallak and Creative Engineered Polymer Products, LLC (together with its debtor affiliates, the "Company").

WHEREBY, the Company and Mr. Mallak are parties to that certain Employment and Noncompetition Agreement dated February 27, 2006 whereby the Company engaged Mr. Mallak as its Chief Executive Officer and President.

WHEREBY, the Company filed for protection under Chapter 11 of the Bankruptcy Code on September 20, 2006.

WHEREBY, the Company desires to continue the employment of Mr. Mallak, solely on the terms contained in this Amendment. This Amendment shall not be effective until approved by the United States Bankruptcy Court for the Northern District of Ohio.

NOW, THEREFORE, in consideration of the mutual covenants and agreements contained herein, and for other valuable consideration the receipt and sufficiency of which is acknowledged, the parties hereby agree as follows:

1. Section 1 of the Agreement is hereby amended by adding the following sentence to the end of the section: "Employee shall also continue to serve as the Chief Executive Officer of Composite Parts Mexico S.A. de C.V. ("CEP Mexico")."

2. Section 2 is stricken in its entirety and replaced by the following: "The term (the "Term") of this Agreement shall commence on the date hereof and continue until the earlier to occur of (i) July 31, 2007 or (ii) the date that Employee receives written notice from the Company and its Official Committee of Unsecured Creditors (the "Committee") that Employee's services are no longer necessary to the Company. The term may be extended for one thirty-one day term at the request of the Company and Committee. Any further extension must be with the consent of Employee."

3. Section 3 is hereby stricken in its entirety and replaced with the following:

Employee shall perform all reasonable services (the "Hourly Services") requested of him by the Company and Committee, including but not limited to:

- (a) Continue to serve as President and Chief Executive of the Company and CEP Mexico;
- (b) Exercising business judgment with respect to decisions that must be made on behalf of the Company's bankruptcy estate.
- (c) Executing all documents required to be executed in the Company's bankruptcy case.
- (d) Continuing to supervise collection of accounts receivable; and
- (e) Coordinating the orderly wind down and liquidation of CEP Mexico, including exercise of business judgment and execution of all necessary documentation.

4. Section 4 is hereby stricken in its entirety and replaced by the following:

Upon approval of this Amendment by the Bankruptcy Court, Employee shall receive a one-time payment of \$80,000 representing the guaranteed bonus for fiscal 2006 which is now due to Employee under the Agreement. Effective as of February 1, 2007, Employee shall provide the Hourly Services to the Debtors at a rate of \$250 per hour. Every Tuesday, Employee shall submit to the Debtors and Committee a time detail for Hourly Services performed in the preceding week. Employee shall charge his hours in half-hour increments. Unless the Debtors or Committee objects in writing to the Hourly Services by the Friday following such Tuesday, Employee shall be paid in full by the Company for the Hourly Services on the time detail. If an objection is received, Employee shall be paid in full for all undisputed hours. The Debtors, Committee and Employee agree to negotiate in good faith regarding any disputed hours.

5. Section 5 shall not be altered.

6. Section 6 is hereby stricken in its entirety and replaced by the following sentence: "Commencing February 1, 2007, Employee shall receive no benefits from the Company."

7. Section 7 is hereby stricken in its entirety and replaced by the following: "The Agreement shall expire at the conclusion of the Term. At the conclusion of the Term, Employee shall be entitled to any unpaid fees for Hourly Services, if any, and the one-time \$80,000 payment provided in Section 4, if unpaid. Employee shall not be entitled to any other amount as damages or otherwise under the Agreement."

8. Section 8 shall not be altered.

9. Section 9 shall not be altered.

10. Section 10 is stricken in its entirety.

11. Section 11 is stricken and replaced by the following: "Any modification of this Amendment shall require Committee consent."

12. Sections 12-17 and 19 shall not be altered.

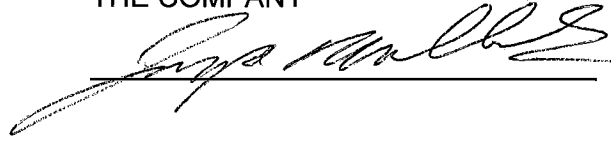
13. Section 18 shall be amended to add the Committee as a notice party at the following address:

Mark Freedlander
McGuire Woods
Dominion Tower
625 Liberty Avenue, 23rd Floor
Pittsburgh, PA 15222-3142
412-667-7928
mfreedlander@mcguirewoods.com

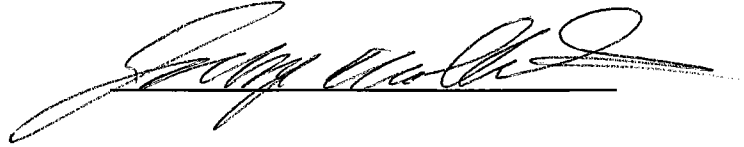
14. The following shall be added as new Section 20: "This Amendment shall not be effective against the parties until it is approved by the Bankruptcy Court."

IN WITNESS WHEREOF, the parties hereto have executed this Amendment as of February 1, 2007.

THE COMPANY

A handwritten signature in black ink, appearing to read "Joseph Mallak", written over a solid horizontal line.

JOSEPH MALLAK

A handwritten signature in black ink, appearing to read "Joseph Mallak", written over a solid horizontal line.