

## **SUBORDINATED PARTICIPATION AGREEMENT**

Wachovia Capital Finance (Central) ("Lender"), General Motors Corporation ("GM"), Visteon Corporation ("Visteon"), Delphi Automotive Systems, LLC ("Delphi," and together with GM and Visteon, the "Participants" and individually, a "Participant") enter into this Subordinated Participation Agreement (this "Agreement") as of June 30, 2006.

### **RECITALS**

A. Pursuant to that certain Loan and Security Agreement, dated as of August 16, 2005, by and between Lender and Creative Engineered Polymer Products, LLC ("CEP"), as amended, modified or supplemented from time to time ("CEP Loan Agreement"), and that certain Loan and Security Agreement, dated as of December 21, 2005, by and between Lender and Thermoplastics Acquisition, LLC ("Thermoplastics" and together with CEP, the "Borrowers"), as amended, modified or supplemented from time to time ("Thermoplastics Loan Agreement" and together with the CEP Loan Agreement, the "Loan Agreements"), Lender has made secured loans and other financial accommodations to Borrowers from time to time. Unless otherwise indicated, all capitalized terms used as defined terms herein shall have the meanings ascribed thereto in the Loan Agreements.

B. Borrowers are suppliers of component parts to the Participants.

C. Borrowers have requested from Lender certain advances that Lender has declined, and is not obligated, to make under the Loan Agreements. The Participants have agreed to make such additional advances available to Borrowers through the purchase of an undivided, last-out, subordinate interest in Lender's loans to Borrowers under the Loan Agreements, in an amount equal to \$1,334,000 ("Participation").

In consideration of the foregoing, and other good and valuable consideration, receipt and adequacy of which is acknowledged, the parties agree as follows:

### **TERMS AND CONDITIONS**

1. Effective upon and in consideration of Participants' payment to Lender of US \$1,334,000 in immediately available funds ("Participation Amount"), Lender hereby sells and grants to Participants, and Participants hereby purchase and accept from Lender, an undivided, non-voting, last out, subordinate Participation in the Obligations in an amount equal to the Participation Amount. Participants will advance their respective pro-rata share of the Participation Amount to Lender to the following account by wire transfer:

Wachovia Bank N.A.  
Charlotte, NC  
ABA # 053000219  
Account # 5000000030266  
Account Name: Wachovia Capital Finance Corporation (Central)  
Reference: Creative Engineered Products (CEP)

The Participants shall make such advance and shall own the Participation according to the following proportions:

	<u>Amount</u>	<u>Percentage</u>
GM	\$445,000	33.383 %
Visteon	\$400,000	30.008 %
Delphi	\$488,000	36.609 %

2. The execution and delivery of this Agreement and receipt by Lender of the Participation Amount for the Participation, without further action by Lender, shall constitute a sale and purchase of the Participation, and will confer on Participants, with respect to the Participation, a last-out, subordinate interest in the Obligations and, through Lender, in all the rights and benefits of Lender under the provisions of the Loan Agreements, against any guarantors on account of their guaranties of the Obligations and against Borrowers for repayment of same and the payment of charges thereon, as herein provided, and a corresponding undivided subordinate interest in all collateral security for any of the following (collectively, the "Collateral") held by Lender. Participants' interest in the Obligations and the Collateral shall in all respects be subject and subordinate to Lender's respective rights in the Obligations (including, but not limited to, all principal, interest, costs, fees and other charges) and the Collateral and subordinate to any other present or future Obligations of Borrowers and all current and future guarantors of the Obligations (collectively, the "Borrower Group") to Lender (including in any insolvency proceeding). Furthermore, Participants waive all rights to require that Lender marshal any of the Collateral or that Lender pursue or not pursue guarantors, including, without limitation, any guarantors among the Borrower Group.

3. Unless and until such time as the Loan Agreements are assigned to the Participants pursuant to Section 6, Lender shall retain exclusively all rights, and may exercise all rights without Participants' consent, with respect to compliance, waivers, and enforcement of terms, collection of amounts and any other rights or remedies which Lender may have under the Loan Agreements, any other Financing Agreement or applicable law, including, without limitation, the United States Bankruptcy Code. Lender reserves the right, in its sole discretion, at any time or times hereafter, without notice to Participants, (i) to amend, modify or waive any of the terms of the Loan Agreements or any other Financing Agreement (including, without limitation, any guaranty), (ii) to consent to any action or failure to act by Borrowers or any guarantor, (iii) to exercise or refrain from exercising any powers or rights which the Lender may

have as a matter of law, or under or in respect of the Loan Agreements or other Financing Agreements, including, without limitation, the right to enforce or modify the duties, liabilities and obligations of Borrowers or any guarantor of the Obligations, and (iv) to take any other action allowed under the Loan Agreements, the other Financing Agreements or applicable law. Notwithstanding the foregoing, Lender shall not make loans to a Borrower in excess of the Maximum Credit (under the applicable Loan Agreement) as in effect as of the date hereof, or amend the Loan Agreements to change the initial Renewal Date to a date occurring after August 17, 2008, without the consent of the Participants, which consent shall not be unreasonably withheld.

4. Upon the occurrence of a bankruptcy petition filed for or against Borrowers, without limiting and in addition to the other terms of this Agreement, Participants agree that Lender shall have no liability to Participants for, and Participants waive any claim they may hereafter have against Lender arising out of, (i) Lender's consent to use of cash collateral pursuant to Section 363 of the United States Bankruptcy Code, (ii) Lender's agreement to extend additional credit to Borrowers, as debtors-in-possession, or to a trustee, pursuant to Section 364 of the United States Bankruptcy Code, (iii) Lender's application of payments received in such case, including the application, first, to Obligations accruing after the commencement of such case at Lender's election (including without limitation interest, fees, costs and other charges, whether or not allowed as claims in such case), and (iv) any election by Lender made pursuant to Section 1111(b)(2) of the United States Bankruptcy Code.

5. Participants acknowledge and agree that:

(a) Lender makes no representations or warranties of any kind, express or implied, and assumes no responsibility or liability whatsoever, with regard to (i) the Loan Agreements, the other Financing Agreements or the Obligations or the validity, genuineness, enforceability or collectibility of any of them, (ii) the performance of, or compliance with, any of the terms or provisions of the Loan Agreements or any of the other Financing Agreements, (iii) any of the property, books or records of Borrowers, (iv) the validity, enforceability, perfection, priority, condition, value or sufficiency of any of the Collateral or (v) the present or future solvency or financial worth of Borrowers, any Affiliate or any other Person obligated with respect to the Obligations.

(b) Lender does not, and will not, have any duty, either initially or on a continuing basis, to make any inquiry, investigation, evaluation or appraisal on any Participant's behalf, and Lender does not, and will not have any responsibility or liability with respect to the accuracy or completeness of any information provided to Participants.

(c) Lender will not be deemed to be a trustee or agent for any Participant in connection with this Agreement, the Loan Agreements, the other Financing Agreements, the Obligations or the Collateral, and Lender will not be considered to have a fiduciary relationship with any Participant by virtue of this Agreement or any other document or by operation of law.

(d) Unless and until the Loan Agreement and the other Financing Agreements have been assigned to Participants in accordance with Paragraph 6 below, Lender may use its sole discretion in administering the Loans and the Collateral, and in exercising or refraining from exercising any rights or taking or refraining from taking any actions to which Lender may be entitled under this Agreement, the Loan Agreements, the other Financing Agreements or applicable law. In exercising such discretion, Lender may, without incurring any liability to Participants, rely upon the advice of legal counsel, accountants and other experts, including those retained by Borrowers.

(e) Lender will not be liable to Participants for any action or failure to act or any error of judgment, negligence, mistake or oversight on Lender's part or on the part of Lender's respective agents, officers, employees or attorneys, including, without limitation, any action or failure of action taken by Lender at any Participant's direction or request, except for such matters resulting from Lender's gross negligence, bad faith or willful misconduct; and

(f) Except as provided above as to Participants' consent for new loans, Lender and its affiliates may accept deposits from, make loans or otherwise extend credit to, and generally engage in any kind of financial services or banking businesses with Borrowers or any other entity obligated in respect of the Obligations without any duty to account therefor to Participants.

6. Participants shall not be entitled to any monies received by Lender in respect of the Obligations, whether directly or indirectly from the sale or liquidation of any Collateral or otherwise in reduction of the Participation, unless and until all of the Obligations (including, without limitation, all principal, interest, fees, costs and other charges provided in the Loan Agreements, whether or not such amounts are allowed as claims in any subsequent bankruptcy cases of Borrowers under section 506(b) of the United States Bankruptcy Code or otherwise), other than the Participation Amount and any interest accrued thereon, have been finally and indefeasibly repaid in full to Lender (collectively, Lender's portion of the Obligations are referred to as the "Lender Obligations"). In the event that, at any time hereafter, (a) all of Lender's interest in the Obligations (other than the Obligations relating exclusively to the Participation) have been fully and indefeasibly paid, and (b) all of the Lender's commitments to make Advances or any other financial accommodation to Borrowers have expired or been terminated, then, at such time, the Lender may, and upon the request of a Participant shall, assign and transfer to Participants, all rights and interests of the Lender in the Loan Agreements and other Financing Agreements, including the Lender's interest in the Collateral, such assignment and transfer to be without recourse, representation or warranty, whether arising by operation of law or otherwise to the fullest extent the same may be lawfully disclaimed, except only a representation and warranty as to the principal balance of the Obligations and interest thereon then due and owing and the Lender's title to the Loan Agreements and other Financing Agreements. Participants shall not

have any interest in any of the Obligations, fees (including, without limitation, any closing fee, restructuring fee, unused line fee, audit fee, capital adequacy charge, or prepayment or early termination fee), expense reimbursements or other amounts payable by Borrowers to Lender under the Loan Agreements or any of the other Financing Agreements, other than the Participation Amount and accrued interest thereon.

7. Interest will accrue on account of the Participation as provided in the Loan Agreements with respect to Revolving Loans, but shall be payable only in accordance with the terms of Paragraph 6 hereof.

8. Each Participant represents to Lender that it accepts (and is able to bear) the financial risks inherent in the Participation and does not foresee the occurrence of any event which would alter said ability. Further, each Participant accepts the full risk of non-payment of the Participation and agrees that Lender shall not be responsible for the performance or observance by Borrower Group of any terms, covenants, or conditions under the Financing Agreements.

9. Participants further acknowledge that the Participation is being made at their request and shall not be construed to be a "security" as that term is defined under any applicable state or federal securities laws. Participants are purchasing the Participation to assist any of the Borrowers to maintain its supply of component parts to Participants.

10. Each Participant acknowledges that it has had an opportunity to make such review and investigation as it and its attorneys and advisors believe to be necessary to enable it to make an independent and informed judgment with respect to the credit worthiness of Borrower Group, the value and extent of any Collateral, if any, Lender's rights against Borrowers and Borrower Group's assets, and the desirability of purchasing the Participation. Each Participant also acknowledges that it is experienced and knowledgeable in financial matters, that it is not purchasing the Participation for purposes of investment gain (other than the possible payment of interest thereon), and that it has all necessary information to make an independent and informed judgment with respect to the financial status and condition of the Borrower Group. Furthermore, each Participant acknowledges that it has not relied upon any opinions, representations, warranties, or advice of Lender or its agents on entering into this Agreement, and that Lender makes no representation or warranty express or implied as to, and Lender shall have no responsibility for, any of the following: (i) the due authorization, execution or delivery of the Loan Agreements or any other Financing Agreement by Borrowers, any guarantor or any other person; (ii) the legality, validity, sufficiency, enforceability or collectibility of the Obligations, the Participation, the Loan Agreements or any other Financing Agreement or any Collateral or other support for the Obligations or the Participation or any rights afforded thereby or matters mentioned therein; (iii) any representation or warranty made by, or the accuracy, completeness or sufficiency of any information provided (directly or indirectly through Lender) by Borrowers, any guarantor, or any other person; (iv) the performance or observance by Borrowers, any guarantor, or any other person of any of the provisions of the Loan Agreements or any related Financing Agreement (or any of their other obligations in connection therewith); (v) the financial condition

of Borrowers or any guarantor or the ability of Borrowers or any guarantor to liquidate assets; (vi) any other matter relating to, or information or certificate given or to be given by, Borrowers, any guarantor or any other person, or in connection with the Loan Agreements or any Financing Agreement; or (vii) any action taken or required to be taken in connection with the Loan Agreements or any other Financing Agreement including, but not limited to, perfection of any security interest.

11. Nothing in this Agreement will be construed to limit or restrict Lender from, in any way, exercising any rights or remedies arising from the Financing Agreements or any documents or agreements executed by any member of the Borrower Group or provided for under applicable law. Unless and until the Loan Agreements and the other Financing Agreements have been assigned to Participants in accordance with Paragraph 6 above:

(a) Participants will have no right to enforce any of the Financing Agreements including, but not limited to, exercising any rights or remedies arising from the Loan Agreements or any documents or agreements executed by any of the Borrower Group or provided for under applicable law, including without limitation, exercising setoff rights on account of the Participation;

(b) Lender shall have the exclusive right to carry out the provisions of the Loan Agreement and the other Financing Agreements, to amend the Financing Agreements in any respect, to enforce and collect the Obligations, to exercise and enforce all rights and privileges granted to Lender under the Loan Agreements and the other Financing Agreements, and to take or refrain from taking legal action to enforce or protect Lender's interests with respect to the Loan Agreements, the other Financing Agreements, the Collateral and the Obligations; and

(c) Participants shall not have any voting rights, or consent or approval rights, under the Loan Agreements or the other Financing Agreements.

12. No failure or delay by Lender to exercise any power, right or privilege under this Agreement or under the Loan Agreement or any of the other Financing Agreements will impair such power, right or privilege or be construed to be a waiver of any default or acquiescence therein. No single or partial exercise of any such power, right or privilege will preclude other or further exercise thereof or of any other right, power or privilege. All rights and remedies of Lender under this Agreement are cumulative with, and not exclusive of, any rights or remedies otherwise available to Lender against Participants.

13. This Agreement will remain in full force and effect so long as Participants own a participation interest in the Obligations.

14. Participants agree not to sell, assign, pledge, hypothecate, exchange, or transfer, or suffer any sale, assignment, pledge, hypothecation, exchange, or transfer, in whole or in part, of the Participation or their respective undivided, subordinate interests in the Obligations without

the prior written consent of Lender, which consent shall not be unreasonably withheld. Participants acknowledge and agree that Lender may sell, assign, sub-participate, transfer, mortgage, pledge or otherwise dispose of, or cause or create a lien or security interest in Lender's rights or interest under this Agreement or any of the Loan Agreements and any other Financing Agreements; however this Agreement shall be binding upon any such subsequent assignee or purchaser.

15. If after Lender has paid Participants all or a portion of the Participation, any application or payment made on account of the Participation is rescinded or must otherwise be returned or must be paid over by Lender for any reason (including, without limitation, due to avoidance or other challenge by a trustee in bankruptcy pursuant to any claim or cause of action arising under Section 5 of the United States Bankruptcy Code or otherwise), Participants must, upon request by Lender, immediately pay such amount back to Lender up to the amount of the Participation and any interest earned thereon which has been repaid to Participants. If Lender is sued or threatened with suit by a receiver or trustee in any bankruptcy or other insolvency proceeding involving Borrowers or any other Person (i) on account of any alleged preferential or fraudulent transfer received or alleged to have been received, directly or indirectly, from Borrowers or any other such Person, which is attributable in whole or in part to the Participation, or (ii) relating to the equitable subordination of the Loans or the recharacterization of any of the Loans as equity, which is attributable in whole or in part to the Participation, then the Participants shall, each pro rata according to its Participation percentage, (A) indemnify, defend and hold Lender harmless from any such suit, claim or action and (B) repay or reimburse Lender on demand for all expenses, costs and attorneys' fees paid or incurred, or payments made in connection therewith by Lender.

16. Until Lender is paid in full, if a Participant receives from any person by voluntary payment or through exercise of the right of setoff, recoupment, counterclaim, cross-action or otherwise, any amount in respect of the Obligations (each, an "Additional Payment"), such Participant shall hold such Additional Payment in trust and must promptly make a payment to Lender in cash in an amount equal to such Additional Payment for application by Lender in accordance with the terms of this Agreement.

17. Participants hereby indemnify Lender against, and agree to hold Lender harmless from, any and all claims, demands, actions, controversies, suits, Obligations, losses, damages, judgments, awards, costs and expenses (collectively, "Losses"), including without limitation, all reasonable attorneys' fees and disbursements of Lender, arising by reason of or resulting from (a) any breach of any Participant's representations, warranties or covenants contained herein, (b) any Losses arising from the Participation or this Agreement except if caused by Lender's gross negligence, bad faith or willful misconduct, (c) any sale, assignment or transfer of, or grant of a subparticipation in, all or any part of the Participation, or (d) Lender following any direction or request of any Participant with respect to the Participation except if caused by Lender's gross negligence, bad faith or willful misconduct. Each Participant's obligation to indemnify Lender under this Agreement will continue notwithstanding any termination or expiration of this Agreement or any of the Financing Agreements.

18. For purposes of this Agreement:

(a) Certain References. The words "herein," "hereof" and "hereunder," and words of similar import, refer to this Agreement as a whole and not to any particular provision of this Agreement, and references to paragraphs and similar references, are to paragraphs of this Agreement unless otherwise specified.

(b) General Rules. Unless the context otherwise requires: (i) the singular includes the plural, and vice versa; (ii) all pronouns and any variations thereof refer to the masculine, feminine or neuter, as the identity of the person or persons may require; (iii) all definitions and references to an agreement, instrument or document mean such agreement, instrument or document together with all exhibits and schedules thereto and any and all amendments, supplements or modifications thereto as the same may be in effect at the time such definition or reference is applicable for any purpose; (iv) all references to any party include that party's successors and permitted assigns; (v) "include", "includes", and "including" are to be treated as if followed by "without limitation" whether or not they are followed by these words or words with a similar meaning; and (vi) attorneys' fees include allocated costs of in-house counsel.

(c) Uniform Commercial Code. All other terms contained in this Agreement have, when the context so indicates, the meanings provided for by the Uniform Commercial Code as enacted in the State of Illinois to the extent the same are used or defined therein.

(d) No Construction Against Drafter. This Agreement has been reviewed by the parties and their counsel and is being entered into among competent persons, who are experienced in business and represented by counsel. Therefore, any ambiguous language or any uncertainty in this Agreement will not necessarily be construed against any particular party as the drafter of such language. Furthermore, neither this Agreement nor any uncertainty or ambiguity herein is to be construed or resolved against Participants or Lender under any rule of construction or otherwise. On the contrary, this Agreement has been reviewed by all parties and is to be construed and interpreted according to the ordinary meaning of the words used so as to fairly accomplish the purposes and intentions of all parties hereto.

19. This Agreement will be construed in accordance with the laws of the State of Illinois. Whenever possible, each provision of this agreement will be interpreted in such manner as to be effective and valid under applicable law, but if any provision of this Agreement is prohibited by or invalid under applicable law, such provision will be ineffective to the extent of such prohibition or invalidity, without invalidating the remainder of such provision or the remaining provisions of this Agreement.



20. All notices to be given under this Agreement, will be given to the applicable party at the address indicated below, or such other address as will be indicated in writing to the other party:

If to Lender: Wachovia Capital Finance Corporation (Central)  
150 South Wacker Drive, Suite 2200  
Chicago, IL 60606  
Attention: Portfolio and Relationship Manager  
Facsimile: (312) 332-0424

with a copy to: Alan P. Solow, Esq.  
Jeremy M. Downs, Esq.  
Goldberg, Kohn, Bell, Black,  
Rosenbloom & Moritz, Ltd.  
55 East Monroe Street  
Suite 3700  
Chicago, Illinois 60603  
Facsimile: (312) 201-4000

If to GM: Mr. Mark W. Fischer  
General Motors Corporation  
Mail Code 480-206-116  
30009 Van Dyke  
P.O. Box 9025  
Warren, Michigan 48090-9025  
Facsimile: (586) 575-1519

with a copy to: Donald F. Baty, Jr., Esq.  
Honigman Miller Schwartz and Cohn LLP  
2290 First National Building  
Detroit, Michigan 48226  
Facsimile: (313) 465-7315

If to Visteon: Mr. Joseph Hilliard  
Visteon Corporation  
45000 Helm Street C65  
Plymouth, MI 48170  
Facsimile: ( ) -

with copy to: Michael C. Hammer, Esq.  
Dickinson Wright PLLC  
301 E. Liberty Street  
Ann Arbor, MI 48104  
Facsimile: (734) 623-1625

If to Delphi:

Ms. Martha Everett  
Delphi Corporation  
5725 Delphi Drive  
Troy, MI 48098-2815  
Facsimile: (248) 813-2077

with copy to:

Thomas B. Radom, Esq.  
Butzel Long  
110 Bloomfield Hills Parkway, Suite 200  
Bloomfield Hills, MI 48304  
Facsimile: (248) 258-1439

21. This Agreement constitutes the entire understanding of the parties in connection with the subject matter hereof and will not be modified or altered except by a writing signed by Participants and Lender. There are no other agreements, oral or written, express or implied, relating to the subject matter hereof other than this Agreement and the other agreements referenced herein, and all prior agreements and understandings have been merged into this Agreement. This Agreement may not be amended or modified in any way, except as mutually agreed in writing by Lender and Participants.

22. This Agreement may be executed in counterparts, and facsimile copies of any signatures will be treated as original signatures.

23. **PARTICIPANTS AND LENDER ACKNOWLEDGE THAT THE RIGHT TO TRIAL BY JURY IS A CONSTITUTIONAL ONE, BUT THAT IT MAY BE WAIVED. LENDER AND PARTICIPANTS EACH HEREBY KNOWINGLY, VOLUNTARILY, AND WITHOUT COERCION, WAIVE ALL RIGHTS TO A TRIAL BY JURY FOR ALL DISPUTES INVOLVING OR RELATING TO THIS AGREEMENT. NEITHER LENDER NOR PARTICIPANTS WILL BE DEEMED TO HAVE RELINQUISHED THIS JURY TRIAL WAIVER UNLESS SUCH RELINQUISHMENT IS IN A WRITTEN INSTRUMENT SIGNED BY THE PARTY TO BE CHARGED.**

WACHOVIA CAPITAL FINANCE  
CORPORATION (CENTRAL)

By: Anthony Vign  
Its: Director

DELPHI AUTOMOTIVE SYSTEMS, LLC

By: \_\_\_\_\_  
Its: \_\_\_\_\_

GENERAL MOTORS CORPORATION

By: [Signature]  
Its: Director, Supply Risk Mot.

VISTEON CORPORATION

By: \_\_\_\_\_  
Its: \_\_\_\_\_

**WACHOVIA CAPITAL FINANCE  
CORPORATION (CENTRAL)**

By: \_\_\_\_\_  
Its: \_\_\_\_\_

**DELPHI AUTOMOTIVE SYSTEMS, LLC**

By: *[Signature]*  
Its: VP, TREASURER

**GENERAL MOTORS CORPORATION**

By: \_\_\_\_\_  
Its: \_\_\_\_\_

**VISTEON CORPORATION**

By: \_\_\_\_\_  
Its: \_\_\_\_\_

WACHOVIA CAPITAL FINANCE  
CORPORATION (CENTRAL)

GENERAL MOTORS CORPORATION

By: \_\_\_\_\_  
Its: \_\_\_\_\_

By: \_\_\_\_\_  
Its: \_\_\_\_\_

DELPHI AUTOMOTIVE SYSTEMS, LLC

VISTEON CORPORATION

By: \_\_\_\_\_  
Its: \_\_\_\_\_

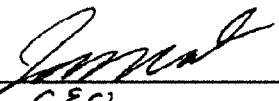
By:   
Its: VP & CFO

**BORROWER GROUP'S CONSENT**

The Borrower Group consents and agrees to all terms and conditions of the foregoing Subordinated Last-Out Participation Agreement between Lender and Participants. Borrower Group also authorizes Lender to discuss with and provide to Participants information regarding Borrower Group's business relationship with Lender.

**CREATIVE ENGINEERED POLYMER  
PRODUCTS, LLC**


**CEP HOLDINGS, LLC**

By:   
Its: CEO

By:   
Its: CEO

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

**THERMOPLASTICS ACQUISITION, LLC**

By:   
Its: CEO

By:   
Its: CEO

## **FIRST AMENDMENT TO SUBORDINATED PARTICIPATION AGREEMENT**

Wachovia Capital Finance (Central) ("Lender"), General Motors Corporation ("GM"), Visteon Corporation ("Visteon"), Delphi Automotive Systems, LLC ("Delphi," and together with GM and Visteon, the "Participants" and individually, a "Participant") and BBK, Ltd. ("BBK") enter into this First Amendment to the Subordinated Participation Agreement (this "Amendment") effective as of August 16, 2006.

### **RECITALS**

A. The Parties entered into a Subordinated Participation Agreement (the "Agreement") pursuant to which the Participants have purchased a subordinated, last out participation in Lender's loans to Borrowers in the aggregate amount of \$1,334,000, allocated among the Participants as set forth in Section 1(a) of the Agreement (as amended pursuant to this Amendment). All capital terms not otherwise defined herein shall have the same meaning as set forth in the Agreement.

B. Borrowers have notified Participants that they require additional funds to comply with the Budget as required by the Accommodation Agreement. Without waiving any rights or defaults, existing or in the future, the Participants have agreed to provide additional funding through the purchase of additional undivided, last-out subordinated participations in Lender's loans to Borrowers under the Loan Agreements, in the aggregate amount of \$1,584,485. Lender has agreed to make such funding available to Borrowers pursuant to the terms of the Agreement as amended herein.

In consideration of the foregoing, and other good and valuable consideration, receipt and adequacy of which is acknowledged, the parties agree as follows:

### **TERMS AND CONDITIONS**

1. Recital C of the Agreement is amended and restated to state:

C. Borrowers have requested from Lender certain advances that Lender has declined, and is not obligated, to make under the Loan Agreements. The Participants have agreed to make such additional advances available to Borrowers through purchases of undivided, last-out, subordinate interests in Lender's loans to Borrowers under the Loan Agreements, in an amount up to \$2,918,485 (collectively referred to as the "Participation").

2. Section 1 of the Agreement is amended and restated as follows:

1(a) Effective upon and in consideration of Participants' payment to Lender of US \$1,334,000 in immediately available funds ("First Tranche

Participation Amount"), Lender hereby sells and grants to Participants, and Participants hereby purchase and accept from Lender, an undivided, non-voting, last out, subordinate Participation in the Obligations (as defined in the Loan Agreements) in an amount equal to the First Tranche Participation Amount. Participants will advance their respective pro-rata share of the First Tranche Participation Amount to Lender to the following account (the "Wachovia Account") by wire transfer:

Wachovia Bank N.A.  
Charlotte, NC  
ABA # 053000219  
Acct #: 5000000030266  
Account Name: Wachovia Capital Finance Corporation (Central)  
Reference: Creative Engineered Products (CEP)

The Participants shall make such advance and shall own the Participation according to the following percentages:

	<u>Amount</u>	<u>Percentage</u>
GM:	\$445,000	33.383%
Visteon:	\$400,000	30.008%
Delphi:	\$488,000	36.609%

1(b) Effective upon and in consideration of Participants' payment to Lender of US \$1,000,000 in immediately available funds ("Second Tranche Participation Amount"), Lender hereby sells and grants to Participants, and Participants hereby purchase and accept from Lender, an undivided, non-voting, last out, subordinate Participation in the Obligations in an amount equal to the Second Tranche Participation Amount. The Participants (or BBK on behalf of the Participants) shall transfer each Participant's respective share of the Second Tranche Participation Amount to Lender via wire transfer in clear funds to the Wachovia Account.



The Participants shall make such advances and shall own the Second Tranche Participation Amount according to the following percentages:

	<u>Maximum Amount</u>	<u>Percentage</u>
GM:	\$415,800	41.58%
Visteon:	\$220,400	22.04%
Delphi:	\$363,800	36.38%

1(c) Upon written notice (which may be delivered via e-mail to Lender's and Borrower's counsel), and in the Participants' sole discretion, the Participants may purchase an additional participation in the sum of \$584,485.00. Effective upon and in consideration of Participants' payment to Lender of US \$584,485 in immediately available funds ("Third Tranche Participation Amount"), Lender hereby sells and grants to Participants, and Participants hereby purchase and accept from Lender, an undivided, non-voting, last out, subordinate Participation in the Obligations in an amount equal to the Third Tranche Participation Amount. The Participants shall transfer each Participant's respective share of the Third Tranche Participation Amount to Lender via wire transfer in clear funds to the Wachovia Account.

The Participants shall make such advances and shall own the Third Tranche Participation Amount according to the following percentages:

	<u>Maximum Amount</u>	<u>Percentage</u>
GM:	\$243,002	41.58%
Visteon:	\$128,826	22.04%
Delphi:	\$212,658	36.38%

1(d) Lender hereby designates BBK as its funding agent ("Funding Agent") with respect to the Second Tranche Participation Amount and the Third Tranche Participation Amount. Funding Agent hereby accepts such designation. Upon receipt of the Second Tranche Participation Amount and the Third Tranche Participation Amount, Lender shall transfer the Second Tranche Participation Amount and the Third Tranche Participation Amount, via wire transfer in clear funds to Funding Agent, and Borrowers acknowledge and agree that such amounts shall constitute Obligations under the Loan Agreements immediately upon transfer to the Funding Agent. Lender further authorizes Funding Agent to disburse funds to the Borrowers as and when instructed to by GM, Visteon and

Delphi, not in their capacities as Participants but solely as customers of Borrowers for whom Borrowers are building a parts bank (collectively, "Customers"); provided, however, that such authorization from Lender to Funding Agent shall terminate upon the third business day following Lender's issuance of written notice to Participants and Funding Agent of (a) the occurrence of the termination of the "Forbearance Period" under and as defined in that certain Second Amendment and Forbearance Agreement dated as of May 9, 2006 by and between Lender, Borrowers and CEP Holdings, LLC and (b) Lender's election to terminate the Funding Agent's authorization to remit the Second Tranche Participation Amount and the Third Tranche Participation Amount to Borrowers ("Authorization Termination"). Upon the third business day following Lender's issuance of an Authorization Termination, notwithstanding anything to the contrary in this Agreement, Funding Agent is hereby directed and agrees to transfer any remaining Second Tranche Participation Amount and Third Tranche Participation Amount in its possession or control to the Participants on Lender's behalf based on each such Participant's pro rata share of the Participation Amount. Participants acknowledge and agree that any such payment from the Funding Agent on Lender's behalf shall constitute a repayment of an equal portion of the Participation Amount under this Agreement. No party, other than Lender, shall have any rights to or interest in the Second Tranche Participation Amount and the Third Tranche Participation Amount in Funding Agent's possession and control from time to time, except as expressly set forth in this Agreement.

1(e) The First Tranche Participation Amount, the Second Tranche Participation Amount and the Third Tranche Participation Amount shall be referred to collectively in this Agreement as the "Participation Amount". To the extent the Participants are entitled to repayment of any or all of the Participation Amount pursuant to this Agreement such repayment shall be made to the respective Participants pro rata in proportion to the amounts purchased by each respective Participant in the First Tranche Participation Amount, the Second Tranche Participation Amount and the Third Tranche Participation Amount, divided by the total Participation Amount.

3. Except as amended by this Amendment, all other terms and conditions of the Agreement shall remain in full force and effect.

[Signatures on following page.]

**WACHOVIA CAPITAL FINANCE  
CORPORATION (CENTRAL)**

By: Anthony Vignola  
Its: Director

**GENERAL MOTORS CORPORATION**

By: \_\_\_\_\_  
Its: \_\_\_\_\_

**DELPHI AUTOMOTIVE SYSTEMS, LLC**

By: \_\_\_\_\_  
Its: \_\_\_\_\_

**VISTEON CORPORATION**

By: \_\_\_\_\_  
Its: \_\_\_\_\_

**BBK, LTD.**

By: \_\_\_\_\_  
Its: \_\_\_\_\_

**WACHOVIA CAPITAL FINANCE  
CORPORATION (CENTRAL)**

By: \_\_\_\_\_  
Its: \_\_\_\_\_

**GENERAL MOTORS CORPORATION**

By: \_\_\_\_\_  
Its: \_\_\_\_\_


**DELPHI AUTOMOTIVE SYSTEMS, LLC**

By: \_\_\_\_\_  
Its: \_\_\_\_\_

**VISTEON CORPORATION**

By: \_\_\_\_\_  
Its: \_\_\_\_\_

**BBK, LTD.**

By:   
Its: COO & Managing Director


**WACHOVIA CAPITAL FINANCE  
CORPORATION (CENTRAL)**

By: \_\_\_\_\_  
Its: \_\_\_\_\_

**GENERAL MOTORS CORPORATION**

By: \_\_\_\_\_  
Its: \_\_\_\_\_

**DELPHI AUTOMOTIVE SYSTEMS, LLC**

By:  \_\_\_\_\_  
Its: \_\_\_\_\_

**VISTEON CORPORATION**

By: \_\_\_\_\_  
Its: \_\_\_\_\_

**BBK, LTD.**

By: \_\_\_\_\_  
Its: \_\_\_\_\_

**WACHOVIA CAPITAL FINANCE  
CORPORATION (CENTRAL)**

By: \_\_\_\_\_  
Its: \_\_\_\_\_

**GENERAL MOTORS CORPORATION**

By: \_\_\_\_\_  
Its: \_\_\_\_\_

**DELPHI AUTOMOTIVE SYSTEMS, LLC**

By: \_\_\_\_\_  
Its: \_\_\_\_\_

**VISTEON CORPORATION**

By: *James S. Starnes*  
Its: *Exec VP & CFO*

**BBK, LTD.**

By: \_\_\_\_\_  
Its: \_\_\_\_\_

**WACHOVIA CAPITAL FINANCE  
CORPORATION (CENTRAL)**

By: \_\_\_\_\_  
Its: \_\_\_\_\_


**DELPHI AUTOMOTIVE SYSTEMS, LLC**

By: \_\_\_\_\_  
Its: \_\_\_\_\_

**BBK, LTD.**

By: \_\_\_\_\_  
Its: \_\_\_\_\_

**GENERAL MOTORS CORPORATION**

By:   
Its: Director, Supply Risk Mgmt.


**VISTEON CORPORATION**

By: \_\_\_\_\_  
Its: \_\_\_\_\_

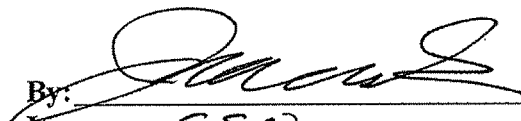
**BORROWERS' CONSENT**

The Borrowers consent and agree to all terms and conditions of the foregoing First Amendment to Subordinated Participation Agreement between Lender and Participants. Borrowers also authorize Lender to disburse the Second Tranche participation Amount and the Third Tranche Participation Amount to an account controlled by the Funding Agent designated by the Customers.

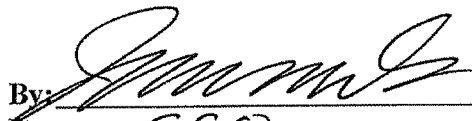
**CREATIVE ENGINEERED POLYMER  
PRODUCTS, LLC**

By:   
Its: CEO

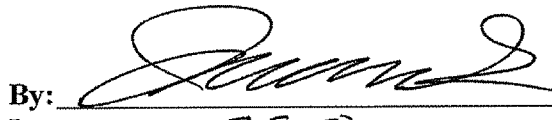
**CEP HOLDINGS, LLC**

By:   
Its: CEO

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

By:   
Its: CEO

**THERMOPLASTICS ACQUISITION, LLC**

By:   
Its: CEO



## **SECOND AMENDMENT TO SUBORDINATED PARTICIPATION AGREEMENT**

Wachovia Capital Finance Corporation (Central) ("Lender"), General Motors Corporation ("GM"), Visteon Corporation ("Visteon"), Delphi Automotive Systems, LLC ("Delphi," and together with GM and Visteon, the "Participants" and individually, a "Participant") and BBK, Ltd. ("BBK") enter into this Second Amendment to the Subordinated Participation Agreement (this "Second Amendment") effective as of September 26, 2006.

### **RECITALS**

A. The Parties entered into a Subordinated Participation Agreement (the "Agreement") on June 30, 2006, pursuant to which the Participants have purchased a subordinated, last out participation in Lender's loans to Creative Engineered Polymer Products, LLC ("CEP") and Thermoplastics Acquisition, LLC ("Thermoplastics," and together with CEP, the "Borrowers") in the aggregate amount of \$1,334,000, allocated among the Participants as set forth in Section 1(a) of the Agreement (as amended). All capital terms not otherwise defined herein shall have the same meaning as set forth in the Agreement.

B. The parties entered into the First Amendment to Subordinated Participation Agreement on or about August 19, 2006 ("First Amendment"), pursuant to which the Participants purchased additional subordinated, last out participations in Lender's loans to Borrowers under the Agreement in the aggregate amount of \$1,584,485 (together with the initial participation purchase under the Agreement, the "Prepetition Participation"), allocated among the Participants as set forth in Sections 1(b) and 1(c) of the Agreement (as amended by the First Amendment).

C. On September 19, 2006 (the "Petition Date"), Borrowers and CEP Holdings, LLC (collectively, "Debtors") 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 ("Bankruptcy Court"), being jointly administered as case number 06-51848 (the "Case"), 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.

D. On September 21, 2006, the Bankruptcy Court entered that certain Emergency Order Authorizing Debtors To: (A) Use Cash Collateral On An Emergency Basis; (B) Incur Postpetition Debt On An Emergency Basis; (C) Grant Adequate Protection and Provide Security and Other Relief To Wachovia Capital Finance Corporation (Central); and (D) Grant Certain Related Relief in the Case ("Emergency Financing Order", together with any "Final Hearing Order" (as defined in the Emergency Financing Order, and any amendments, modifications or supplements to the Emergency Financing Order and Final Hearing Order with Lender's consent, "Financing Order").

E. As described in the Financing Order, Debtors require Postpetition Debt (as defined in the Financing Order) during the Case. The Participants have agreed to make certain of such Postpetition Debt available to Debtors through purchases of undivided, last-out, subordinated interests in Lender's postpetition loans to Debtors comprising the "Overadvance Sublimit" under and as defined in the Loan Agreements, as ratified and modified by that certain Postpetition Agreement of even date herewith, by and among Lender, Debtors, Composite Parts Mexico S.A. de C.V. and CEP Latin America, LLC (the "Postpetition Agreement"), in an amount up to \$1,500,000.00 (the "Postpetition Participation," and together with the Prepetition Participation, the "Participation").

In consideration of the foregoing, and other good and valuable consideration, receipt and adequacy of which is acknowledged, the parties agree as follows:

### **TERMS AND CONDITIONS**

1. Recital C of the Agreement is amended and restated to state:

Borrowers have requested from Lender certain advances that Lender has declined, and is not obligated, to make under the Loan Agreements. The Participants have agreed to make such additional advances available to Borrowers through purchases of undivided, last-out, subordinate interests in Lender's loans to Borrowers under the Loan Agreements, in an amount up to \$4,418,485.00 (collectively referred to as the "Participation"), subject to the terms of this Agreement and that certain Emergency Order Authorizing Debtors To: (A) Use Cash Collateral On An Emergency Basis; (B) Incur Postpetition Debt On An Emergency Basis; (C) Grant Adequate Protection and Provide Security and Other Relief To Wachovia Capital Finance Corporation (Central); and (D) Grant Certain Related Relief ("Emergency Financing Order"), together with any "Final Hearing Order" (as defined in the Emergency Financing Order, and any amendments, modifications or supplements to the Emergency Financing Order and Final Hearing Order with Lender's consent, "Financing Order") entered in Borrowers' jointly administered chapter 11 bankruptcy case in the United States Bankruptcy Court for the Northern District of Ohio.

2. Section 1(d) of the Agreement is re-designated as Section 1(e). Section 1(e) of the Agreement is re-designated as Section 1(f). New Section 1(d) of the Agreement shall state:

1(d). Effective upon and in consideration of Participants' payment to Lender of up to US \$1,500,000.00 in immediately available funds, from time to time ("Postpetition Participation Amount"), Lender hereby sells and grants to Participants, and Participants hereby purchase and accept from Lender, an undivided, non-voting, last out, subordinate Participation in the Obligations in

an amount equal to the Postpetition Participation Amount, to the extent funded by Participants. The Participants (or BBK on behalf of the Participants) shall transfer each Participant's respective share of the Postpetition Participation Amount to Lender via wire transfer in clear funds to the Wachovia Account.

Each Participant shall own the Postpetition Participation Amount in an amount equal to the percentages of the Postpetition Participation Amount paid by such Participant.

3. Section 1(e) of the Agreement (formerly Section 1(d)) is amended and restated as follows:

1(e). Lender hereby designates BBK as its funding agent ("Funding Agent") with respect to the Second Tranche Participation Amount, the Third Tranche Participation Amount and the Postpetition Participation Amount. Funding Agent hereby accepts such designation.

Upon receipt of the Second Tranche Participation Amount, the Third Tranche Participation Amount and the Postpetition Participation Amount, Lender shall transfer the Second Tranche Participation Amount, the Third Tranche Participation Amount and the Postpetition Participation Amount, via wire transfer, in clear funds to Funding Agent, and Borrowers acknowledge and agree that such amounts shall constitute Obligations under the Loan Agreements immediately upon transfer to the Funding Agent. Lender further authorizes Funding Agent to disburse the Second Tranche Participation Amount, the Third Tranche Participation Amount and the Postpetition Participation Amount to Borrowers as and when requested by Borrowers in accordance with the terms of the Financing Order; provided, however, that such authorization from Lender to Funding Agent shall terminate immediately upon Lender's issuance of written notice to Borrowers, Participants and Funding Agent of (a) the occurrence of the "Termination Date" under and as defined in the Financing Order, and (b) Lender's election to terminate the Funding Agent's authorization to remit the Second Tranche Participation Amount, the Third Tranche Participation Amount and/or the Postpetition Participation Amount to or for the benefit of Debtors ("Authorization Termination"). Upon the third business day following Lender's issuance of an Authorization Termination, notwithstanding anything to the contrary in this Agreement, Funding Agent is hereby directed and agrees to transfer any remaining Second Tranche Participation Amount, Third Tranche Participation Amount and the Postpetition Participation Amount in its possession or control to the Participants on Lender's behalf based on each such Participant's pro rata share of the Participation Amount. Participants acknowledge and agree that any such payment from the Funding Agent on Lender's behalf shall constitute a

repayment of an equal portion of the Participation Amount under this Agreement. No party, other than Lender, shall have any rights to or interest in the Second Tranche Participation Amount, the Third Tranche Participation Amount or the Postpetition Participation Amount in Funding Agent's possession and control from time to time, except as expressly set forth in this Agreement.

Each of the undersigned acknowledge and agree that the Participation shall constitute "Aggregate Debt" (as defined in the Financing Order), and that the Postpetition Participation Amount, when transferred by Lender to BBK, shall constitute "Postpetition Debt" (as defined in the Financing Order). Notwithstanding anything to the contrary in this Agreement, "Obligations" as that term is used in the Agreement shall be deemed to include the "Aggregate Debt" as that term is defined in the Financing Order.

4. Section 1(f) of the Agreement (formerly Section 1(e)) is amended and restated as follows:

1(f). The First Tranche Participation Amount, the Second Tranche Participation Amount, the Third Tranche Participation Amount and the Postpetition Participation Amount shall be referred to collectively in this Agreement as the "Participation Amount." To the extent the Participants are entitled to repayment of any or all of the Participation pursuant to this Agreement, such repayment shall be made to the respective Participants, first, pro rata in proportion to the amounts purchased by each respective Participant in the First Tranche Participation Amount, the Second Tranche Participation Amount and the Third Tranche Participation Amount, divided by the total Prepetition Participation, and second, if the Prepetition Participation has been fully repaid, pro rata in proportion to the amounts purchased by each respective Participant in the Postpetition Participation.

5. Section 6 of the Agreement is amended to replace the first sentence thereof with the following:

"Participants shall not be entitled to any monies received by Lender in respect of the Obligations, whether directly or indirectly from the sale or liquidation of any Collateral or otherwise in reduction of the Participation, unless and until all of the Obligations (including, without limitation, all principal, interest, fees, costs and other charges provided in the Loan Agreements, whether or not such amounts are allowed as claims in any subsequent bankruptcy cases of Borrowers under section 506(b) of the United States Bankruptcy Code or otherwise), other than the Participation Amount, any interest accrued thereon and \$350,000 of the fee due to Lender under Paragraph 3(c)(v) of the Financing Order, plus an amount (the "Deferred

Amount") equal to the sum of (a) all accrued interest on Lender's share of the Obligations from and after September 21, 2006 through any given date of determination, and (b) all attorneys' fees and expenses incurred by Lender in connection with the Aggregate Debt from and after September 21, 2006 through such same date of determination in excess of \$35,000, have been finally and indefeasibly repaid in full to Lender (collectively, Lender's portion of the Obligations are referred to as the "Lender Obligations"); provided, however, the Deferred Amount shall be deemed reduced dollar-for-dollar on account of each amount of proceeds of "Prepetition Collateral" (as defined in the Financing Order) received at any time by Lender in excess of Lender's share of the outstanding Obligations as of the "Petition Date" (as defined in the Financing Order).

6. Except as amended by this Amendment, all other terms and conditions of the Agreement, as amended, shall remain in full force and effect.

**WACHOVIA CAPITAL FINANCE  
CORPORATION (CENTRAL)**

**GENERAL MOTORS CORPORATION**

By: *B. J. Smith*  
Its: Associate

By: \_\_\_\_\_  
Its: \_\_\_\_\_

**DELPHI AUTOMOTIVE SYSTEMS, LLC VISTEON CORPORATION**

By: \_\_\_\_\_  
Its: \_\_\_\_\_

By: \_\_\_\_\_  
Its: \_\_\_\_\_

**BBK, LTD.**


By: \_\_\_\_\_  
Its: \_\_\_\_\_

6. Except as amended by this Amendment, all other terms and conditions of the Agreement, as amended, shall remain in full force and effect.

WACHOVIA CAPITAL FINANCE  
CORPORATION (CENTRAL)

By: \_\_\_\_\_  
Its: \_\_\_\_\_

GENERAL MOTORS CORPORATION

By:   
Its: Director, Supply Risk Mgmt

DELPHI AUTOMOTIVE SYSTEMS, LLC VISTEON CORPORATION

By: \_\_\_\_\_  
Its: \_\_\_\_\_

By: \_\_\_\_\_  
Its: \_\_\_\_\_

BBK, LTD.

By: \_\_\_\_\_  
Its: \_\_\_\_\_

6. Except as amended by this Amendment, all other terms and conditions of the Agreement, as amended, shall remain in full force and effect.

**WACHOVIA CAPITAL FINANCE  
CORPORATION (CENTRAL)**

**GENERAL MOTORS CORPORATION**

By: \_\_\_\_\_  
Its: \_\_\_\_\_

By: \_\_\_\_\_  
Its: \_\_\_\_\_

**DELPHI AUTOMOTIVE SYSTEMS, LLC VISTEON CORPORATION**

By: *John P. [Signature]*  
Its: VP, TREASURER

By: \_\_\_\_\_  
Its: \_\_\_\_\_

**BBK, LTD.**

By: \_\_\_\_\_  
Its: \_\_\_\_\_



6. Except as amended by this Amendment, all other terms and conditions of the Agreement, as amended, shall remain in full force and effect.

**WACHOVIA CAPITAL FINANCE  
CORPORATION (CENTRAL)**

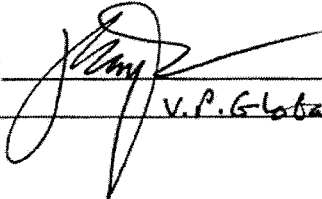
**GENERAL MOTORS CORPORATION**

By: \_\_\_\_\_  
Its: \_\_\_\_\_

By: \_\_\_\_\_  
Its: \_\_\_\_\_

**DELPHI AUTOMOTIVE SYSTEMS, LLC VISTEON CORPORATION**

By: \_\_\_\_\_  
Its: \_\_\_\_\_

By:  \_\_\_\_\_  
Its: V.P. Global Purchasing

**BBK, LTD.**

By: \_\_\_\_\_  
Its: \_\_\_\_\_

WACHOVIA CAPITAL FINANCE  
CORPORATION (CENTRAL)


GENERAL MO

By: \_\_\_\_\_ By: \_\_\_\_\_  
Its: \_\_\_\_\_ Its: \_\_\_\_\_

DELPHI AUTOMOTIVE SYSTEMS, LLC VISTEON COR

By: \_\_\_\_\_ By: \_\_\_\_\_  
Its: \_\_\_\_\_ Its: \_\_\_\_\_

BBK, LTD.


By:  By: \_\_\_\_\_  
Its: COO Its: \_\_\_\_\_


**CONSENT**

The Debtors and their undersigned affiliates consent and agree to all terms and conditions of the foregoing Second Amendment to Subordinated Participation Agreement between Lender and Participants.

**CREATIVE ENGINEERED POLYMER  
PRODUCTS, LLC**


**CEP HOLDINGS, LLC**


By:   
Its: CEO

By:   
Its: CEO


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

**THERMOPLASTICS ACQUISITION, LLC**

By:   
Its: CEO

By:   
Its: CEO

**CEP LATIN AMERICA, LLC**

By:   
Its: CEO