

IT IS SO ORDERED.

Dated: 03:26 PM June 13 2007



(D29580/mts)

IN THE UNITED STATE BANKRUPTCY COURT
NORTHERN DISTRICT OF OHIO
EASTERN DIVISION

IN RE:) Case No. 06-51848
) Jointly Administered
CEP Holding, LLC)
) Judge Marilyn Shea-Stonum
Debtor.)
) Chapter 11

AGREED ORDER ON CITICAPITAL COMMERCIAL CORPORATION’S MOTION FOR (1) ADEQUATE PROTECTION; (2) FOR ALLOWANCE AND IMMEDIATE PAYMENT OF POST-PETITION LEASE OBLIGATIONS; (3) TO COMPEL ASSUMPTION OR REJECTION OF MASTER EQUIPMENT LEASE AGREEMENTS; AND (4) TO GRANT IT RELIEF FROM THE AUTOMATIC STAY

This matter came to be considered on the Citicapital Commercial Corporation’s Motion for (1) Adequate Protection; (2) For Allowance and Immediate Payment of Post-Petition Lease Obligations; (3) To Compel Assumption or Rejection of Vehicle Leases; and (4) To Grant it Relief from the Automatic Stay (the “Motion”) filed by Citicapital Commercial Corporation, (the “Movant”).

Movant has alleged that good cause exists for granting the Motion in part, and that Debtor, CEP Holding, LLC (“Debtor”), counsel for Debtor, and all other necessary parties were served with the Motion and with Notice of the hearing date of the Motion.

The Court having been advised that the parties have entered into an agreement resolving the within Motion pursuant to the terms set forth herein.

IT IS, THEREFORE, ORDERED:

1. The parties acknowledge that the following leases were assumed and assigned to Visteon Corporation on December 20, 2006 by order of this Court:

- a. Lease for one Genie Model GS1930 (scissor lift) at Tuscaloosa;
- b. Lease for two Caterpillar Model GC25KLP Forklifts at Tuscaloosa, and;
- c. Lease for one Caterpillar Model GC18KLP at Tuscaloosa.

2. The parties acknowledge that the following leases have been rejected effective January 17, 2007 of this Court (the “Rejection Order”):

- a. Lease for one Mitsubishi FGC30KLP Forklift at Bellville;
- b. Lease for one Mitsubishi Model FGC30KLP at Belleville, and;
- c. Lease for one Mitsubishi Model FGC25N at Belleville.

3. The Debtor is relieved of any further liability to Movant under the above leases provided however, Movant shall retain any general unsecured claim for rejection damages that it may be entitled to under the terms provided in the Rejection Order.

4. That Debtor has agreed to pay Movant the sum of Three Thousand Four Hundred Twenty-nine and 04/100 dollars (\$3,429.00) in full and final settlement of its administrative claim in this matter for such time as the leased property was in Debtor’s post-petition possession and use.

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SUBMITTED BY:

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