Exhibit 1

UNITED STATES BANKRUPTCY COURT
NORTHERN DISTRICT OF OHIO
EASTERN DIVISION

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

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

This matter came before this Court on the emergency motion (the "Motion") of CEP Holdings, LLC ("Holdings"), Creative Engineered Polymer Products, LLC ("CEP") and Thermoplastics Acquisition, LLC ("Thermoplastics," and together with Holdings and CEP, "Debtors") requesting that this Court enter an order authorizing Debtors to: (a) use certain 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) ("Lender"); and (d) grant certain related relief. Unless otherwise indicated, all capitalized terms used as defined terms herein have the meanings ascribed thereto in Exhibit A attached hereto and by this reference are made a part hereof.

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

Having examined the Motion, being fully advised of the relevant facts and circumstances surrounding the Motion and having completed a hearing pursuant to Code §§ 362, 363 and 364 and Fed. R. Bankr. P. 4001(b) and (c), and objections, if any, having been withdrawn or resolved or overruled by the Court, THE MOTION IS GRANTED, AND THE COURT HEREBY FINDS THAT:

A. On the Petition Date, Debtors filed voluntary petitions for relief under chapter 11 of the Code. Debtors have retained possession of their property and continue to operate their business as debtors in possession pursuant to Code §§ 1107 and 1108.

B. The Court has jurisdiction over the Case and this proceeding pursuant to 28 U.S.C. § 1334. Determination of the Motion constitutes a core proceeding as defined in 28 U.S.C. § 157(b)(2). Venue over this Motion is proper under 28 U.S.C. § 1409(a).

C. No Committee has been appointed in this Case.

D. The notice provided by Debtors of the Motion, the hearing on the Motion, and the entry of this Order satisfy the requirements of Fed. R. Bankr. P. 2002, 4001(b) and (c) and 9014 and Code §§ 102(1), 362, 363 and 364(c) and was otherwise sufficient and appropriate under the circumstances.

E. Debtors manufacture automotive component parts for sale to, among others, General Motors ("GM"), Delphi Automotive Systems, LLC ("Delphi") and Visteon Corporation ("Visteon," and collectively with GM and Delphi, the

"Participating Customers"). Pursuant to purchase orders, supply contracts and/or releases issued by the Participating Customers to Debtors (as amended from time to time, collectively, the "Purchase Orders"), Debtors are obligated to manufacture component parts ("Component Parts"), which are either used in the manufacture of motor vehicles, or incorporated into components sold to motor vehicle manufacturers or other suppliers to the automotive industry.

F. Composite Parts Mexico S.A. de C.V. ("CEP Mexico"), a wholly-owned subsidiary of Holdings with operating facilities in Hermosillo and Chihuahua, Mexico, also manufactures Component Parts for Delphi and Visteon, among others. Together with Debtors' US operations, the Participating Customers represent approximately 50% of the Debtors' and CEP Mexico's total annual sales.

G. Should Debtors fail to meet their obligations under the Purchase Orders and timely deliver Component Parts, the Participating Customers may assert claims against the Debtors for significant damages.

H. Debtors shall promptly request authority to market and offer the Sale Facilities for sale as going concern operations, while simultaneously winding down Debtors' operations at the Closing Facilities and orderly liquidating substantially all Debtors' assets at the Closing Facilities. With respect to the Sale Facilities, Debtors require continued financial support, proposed to be provided by Lender in reliance upon the terms of this Order and the

accommodations provided by the Participating Customers as detailed in this Order and the Postpetition Agreement. In connection with such ongoing funding of the Sale Facilities, the Participating Customers are willing to purchase Postpetition Participations from Lender in the Postpetition Debt pursuant to the terms set forth in this Order and the Participating Customers Participation Agreement, which shall provide Debtors with certain amounts of additional necessary postpetition loans in excess of what would otherwise be available under Lender's normal lending formulas. With respect to the Closing Facilities, the Participating Customers are willing to provide Debtors with Cash Infusions necessary to orderly wind down production at the Closing Facilities and enable the Participating Customers to resource such production of Component Parts to other suppliers. The Cash Infusion shall constitute purchase price adjustments for the Component Parts and not loans or extensions of credit under Code § 364 or otherwise.

I. Debtors will engage in parallel efforts to sell or liquidate the CEP Mexico facilities, and those Assisting and Participating Customers with production in either of those facilities will support the cash needs of CEP Mexico in connection with the sale or liquidation of its facilities in the same manner as set forth in this Order, except that any financial support that may be necessary in connection with a sale of a facility owned by CEP Mexico may be given in the form of a direct loan by the applicable Participating Customer(s) to CEP Mexico with interest at the non-default rate contained in Lender's loan

agreements. By this Order, if either of the Mexican facilities is deemed a sale facility, Debtors will agree that any intercompany claims it has or may have against CEP Mexico will be subordinate in payment to the payment of such direct loans as may be made by the Participating Customers.

J. Debtors have stipulated and represented to the Court that: (1) the Prepetition Documents evidence and govern the Prepetition Debt, the Prepetition Liens and the prepetition financing relationship between Debtors and Lender; (2) as of the Petition Date, Debtors are liable for payment of the Prepetition Debt, and the Prepetition Debt shall be an allowed claim in an amount not less than $29,330,000 in the aggregate (consisting of $24,650,000 under the CEP Loan Agreement, including $2,900,000 in customer subordinated participations pursuant to the Participating Customer Participation Agreements, $4,250,000 under the Thermoplastics Loan Agreement, and $430,000 of early termination fees also due under the Loan Agreements; (3) the Prepetition Debt constitutes the legal, valid and binding obligation of Debtors, enforceable in accordance with the terms of the Prepetition Documents; (4) no offsets, defenses or counterclaims to the Prepetition Debt exist, and no portion of the Prepetition Debt is subject to avoidance or subordination pursuant to the Code or applicable nonbankruptcy law; (5) the Prepetition Liens, among other things, secure payment of all of the Prepetition Debt; and (6) the Prepetition Liens are First Priority Liens, subject to Permitted Liens.

K. Debtors represent, and the Court finds that: (1) upon the entry of this Order, Lender's interests in the Prepetition Collateral will be adequately protected; and (2) for purposes of Code §§ 506(b), 506(c), and 507(b) and Fed. R. Bankr. P. 3012, as of the Petition Date, the liquidation value of the Prepetition Collateral was not less than $32,000,000.

L. An immediate need exists for Debtors to use Cash Collateral and to obtain Postpetition Debt in order to enable Debtors to minimize disruption to and to avoid the immediate termination of their business operations. Debtors urgently require financing and credit under Code § 364 from Lender to fund day-to-day operations and working capital requirements necessary to maintain production for its customers while it engages in an orderly sale or liquidation process with respect to its facilities and assets. Debtors' continuing operations on the terms described in this Order are integral to (i) the successful sale or other disposition of Debtors' facilities and assets, (ii) the maximization of the value of the Debtors' estates for the benefit of their creditors and (iii) the successful administration of this case pursuant to the provisions of Chapter 11 of the Code. Debtors believe that the inability to fund these activities in a timely manner will force Debtors to cease operating immediately, resulting in severe diminution in the value ultimately received for their assets and an increase in the claims that may be asserted against Debtors, to the prejudice and detriment of Debtors' creditors, customers and employees.

M. Despite good faith efforts, Debtors are unable to obtain unsecured credit allowable under Code § 503(b)(1) sufficient to finance the operations of Debtors' business. Debtors also are unable to obtain credit allowable under Code §§ 364(c)(1), (c)(2) or (c)(3) on terms more favorable than those offered by Lender. Therefore, Debtors have requested that Lender provide the postpetition financing set forth in this Order and that the Participating Customers facilitate such financing by providing certain financial accommodations as set forth below, providing Cash Infusions and purchasing Postpetition Participations.

N. The terms of the Postpetition Debt are fair and reasonable, have been negotiated in good faith and at arms' length, reflect Debtors' exercise of prudent business judgment consistent with its fiduciary duties, are supported by reasonably equivalent value and fair consideration, are the best available to Debtors under the present market conditions and financial circumstances of Debtors and are in the best interests of the Debtors' creditors and estates. The Postpetition Debt is being extended in good faith, as that term is used in Code § 364(e).

O. In order to prevent immediate and irreparable harm to their estates pending the Final Hearing, Debtors need to use Cash Collateral and incur Postpetition Debt as provided herein through the conclusion of such Final Hearing.

P. Under the circumstances of the Case, the terms and conditions of this Order are a fair and reasonable response to Debtors' request for Lender's consent to the use of Cash Collateral and for Debtors' incurrence of Postpetition Debt, and the entry of this Order is in the best interests of Debtors' estates and their creditors.

WHEREFORE, IT IS HEREBY ORDERED THAT THE MOTION IS GRANTED, AND THAT:

1. Authorization to Use Cash Collateral. Debtors are authorized to use Cash Collateral solely in accordance with and pursuant to the terms and provisions of this Order. Debtors may not use or seek to use Cash Collateral other than pursuant to the terms of this Order.

2. Procedure for Use of Cash Collateral.

(a) Delivery of Cash Collateral to Lender. Debtors are authorized and directed to deposit all Cash Collateral now or hereafter in their possession or under their control into the existing Blocked Accounts (or to otherwise deliver all such Cash Collateral to Lender in a manner satisfactory to Lender) promptly upon receipt thereof. Lender shall thereafter apply such Cash Collateral in accordance with Paragraph 6(e) of this Order.

(b) Account Debtors. Without further order of court, Lender may direct Debtors to, or Lender may directly, instruct all account debtors of existing and future accounts receivable included in the Aggregate Collateral to make payments

directly into such Blocked Accounts or such other accounts satisfactory to Lender, in which event all such proceeds shall be treated in accordance with the provisions of this Order.

(c) Cash Collateral in Lender's Possession. Lender is authorized to collect upon, convert to cash and enforce checks, drafts, instruments and other forms of payment now or hereafter coming into its possession or under its control which constitute Aggregate Collateral or proceeds of Aggregate Collateral.

3. Authorization To Incur Postpetition Debt.

(a) Postpetition Documents. Debtors are hereby authorized and directed to: (1) execute the Postpetition Documents, including all documents that Lender finds necessary to implement the transactions contemplated by the Postpetition Documents, and to make immaterial modifications thereto as the parties deem necessary, without further order of this Court; and (2) perform their obligations under and comply with all of the terms and provisions of the Postpetition Documents and this Order. Upon execution and delivery thereof, the Postpetition Agreement and other Postpetition Documents shall constitute valid and binding obligations of Debtors and Guarantors, enforceable in accordance with their terms, including, without limitation, the Debtors' joint and several liability with respect to the Aggregate Debt. Postpetition Guarantors shall be jointly and severally liable for all Postpetition Debt pursuant and subject to the terms of the Postpetition Guarantees and other applicable Postpetition Documents.

(b) Permitted Uses of Postpetition Debt. Debtors are hereby authorized to incur Postpetition Debt: (1) solely in accordance with and pursuant to the terms of this Order and the Postpetition Documents; and (2) solely to the extent required to pay those expenses enumerated in the Budget as and when such expenses become due and payable. Notwithstanding anything to the contrary in this Paragraph 3(b), however: (a) Debtors are hereby authorized and directed to incur the Postpetition Debt to pay Allowable 506(b) Amounts, the Postpetition Charges and the Carveout when due and payable, as to each in such amounts as are incorporated in the Budget; and (b) if Lender advances monies to Debtors, and Debtors use such monies other than in accordance with the terms and provisions of this Order or the Postpetition Documents, such advances shall be considered Postpetition Debt for purposes of this Order.

(c) Certain Terms of Postpetition Debt.

(i) Conditions to Postpetition Advances. At Lender's election, no Postpetition Debt shall be incurred hereunder until: (A) the Postpetition Agreement has been executed and delivered by Debtors and it has become effective in accordance with Section 5.5 thereof; (B) the Participating Customer Participation Agreement has become effective; (C) the Prepetition Guarantors have ratified the Prepetition Guarantees on terms satisfactory to Lender in its sole discretion; and (D) the Postpetition Guarantors have executed and delivered the Postpetition Guarantees.

(ii) Overadvance Sublimit. Subject to the terms of the Postpetition Agreement, Lender shall make "Revolving Loans" in respect of the "Overadvance Sublimit" (as such terms are defined in the Postpetition Agreement) only on the following terms:

(A) Unless the involved Participating Customers otherwise agree in writing to a greater amount, the Overadvance Sublimit shall not exceed $1,500,000 in the aggregate;

(B) the Overadvance Sublimit (i) shall not be applied by Lender to any of the Aggregate Debt or other charges owing to Lender hereunder, (ii) shall be provided by Lender to Debtors unless the Termination Date has occurred and (iii) shall be used by Debtors according to the Budget, unless otherwise agreed to by the Debtors, Lender and the Participating Customers;

(C) Unless otherwise agreed to in writing by the Participating Customers, the Participating Customers shall have no obligation to purchase Postpetition Participations after the occurrence of an Event of Default (as defined below); and

(D) The Overadvance Sublimit shall be used to pay, to the extent Debtors can not fully pay, each Participating Customer's Initial Allocable Percentage and Amended Allocable Percentage, as the case may be, of the charges listed in Paragraph 8(a)(i) through 8(a)(iv) for the Sale Facilities only. For each Sale Facility, the Overadvance Sublimit shall be funded only by Postpetition Participations by the Participating Customers who are subject to a no-resource pledge (pursuant to Paragraph 7(d) hereof) or for those

Participating Customers who are not subject to a no-resource pledge but who allow their business to be sold.

(iii) Maximum Amount. The maximum principal amount of the Aggregate Debt shall be $30,880,000, exclusive of Postpetition Charges and Allowable 506(b) Amounts.

(iv) Interest. The Postpetition Debt shall bear interest at a per annum rate equal to the non-default Interest Rate (as defined in the Loan Agreements).

(v) Postpetition Charges. Postpetition Charges shall include a closing fee of $430,000, $80,000 of which fee shall be fully earned and payable by Debtors to Lender upon the execution of the Postpetition Agreement; and (b) $350,000 of which shall be earned and payable upon repayment of all "Participations" under and as defined in the Participating Customer Participation Agreement, effective upon entry of a Final Hearing Order providing for such $350,000 portion.

(vi) Maturity. The Postpetition Debt shall mature and be due and payable in full by Debtors on the Termination Date.

(vii) Prepetition Guarantors. Each Prepetition Guarantor shall ratify the applicable Prepetition Guarantee and any related security documents as required by Lender. Each Prepetition Guarantor shall be and shall remain liable for the guaranteed obligations under each such Prepetition Guarantee, including, without limitation, all Prepetition Debt. Each Prepetition Guarantor shall waive any defenses and counterclaims

relating to such Prepetition Guarantee and related security documents. With respect to each Prepetition Guarantee, Lender shall have the right to apply any and all proceeds received from such Prepetition Guarantor to reduce the Aggregate Debt in such manner as set forth in Paragraph 6(e) of this Order. No marshaling shall be required.

(viii) Postpetition Guarantors. Obligations guaranteed by Debtors pursuant to the Prepetition Guarantees shall also include all Postpetition Debt.

(ix) Reserves. As provided by the Postpetition Documents, Lender, in its discretion, shall have the right to establish reserves in respect of the borrowing base under the Postpetition Documents, including such reserves which may be established under Sections 2.1(b) of the Loan Agreements and reserves for the Carveout, in addition to the special reserves described in Sections 2.1(d) of the Loan Agreements as amended by the Postpetition Agreement.

(x) Covenants. Debtors and Guarantors shall comply with the Sale Covenants.

(xi) Use Restriction. The Postpetition Debt shall not be used to fund expenses of CEP Mexico and CEP Latin America, LLC.

(d) Superpriority Administrative Expense Status; Postpetition Liens. The Postpetition Debt is hereby granted superpriority administrative expense status under Code § 364(c)(1), with priority over all costs and expenses of administration of the Case that are incurred under any provision of the Code. In addition, Lender is

hereby granted the Postpetition Liens to secure the Postpetition Debt. The Postpetition Liens: (1) are and shall be in addition to the Prepetition Liens; (2) pursuant to Code §§ 364(c)(2), (c)(3) and 364(d), are and shall be First Priority Liens (subject only to Permitted Liens) without any further action by Debtors or Lender and without the execution, filing or recordation of any financing statements, security agreements, mortgages or other documents or instruments; (3) shall not be subject to any security interest or lien which is avoided and preserved under Code § 551; and (4) shall remain in full force and effect notwithstanding any subsequent conversion or dismissal of the Case. Notwithstanding the foregoing, Debtors are authorized and directed to execute and deliver to Lender such financing statements, mortgages, instruments and other documents as Lender may deem necessary or desirable from time to time. Any such financial statements, mortgages, instruments, or other documents filed by Lender shall be deemed to have been filed as of the Petition Date.

4. Carveout Terms. As used herein, the term "Carveout" shall mean (i) the unpaid fees of the clerk of the Bankruptcy Court and of the United States Trustee pursuant to 28 U.S.C. § 1930(a) and 1930(b) (the "Statutory Fees") and (ii) the payment of allowed professional fees and disbursements in accordance with the interim compensation procedure (the "Interim Compensation Procedure") established in this Case, and any other compensation orders, including any final order, entered by the Court in this Case (the "Professional Fees and Disbursements") solely on the terms set forth herein. With respect to each Carveout Professional: (a) the Carveout for such Carveout Professional shall consist of the lesser of (i) the aggregate monthly line item amounts

as provided in the Budget for such Carveout Professional for the period commencing on the Petition Date and ending on the Termination Date, plus $75,000 for Professional Fees and Disbursements of Debtors' counsel first accruing after the Termination Date, and (ii) the aggregate amount of allowed Professional Fees and Disbursements of such Carveout Professional that accrue during the period commencing on the Petition Date and ending on the Termination Date, plus $75,000 for fees and expenses of each of Debtors' counsel and financial advisors first accruing after the Termination Date; (b) for each Carveout Professional, the aggregate amount budgeted to such Carveout Professional in the Budget shall be a cap on the Postpetition Debt proceeds, Cash Infusions or Cash Collateral used to pay such Carveout Professional's Professional Fees and Disbursements; provided, however, that the monthly budgeted amounts shall not be a cap on the amount of Postpetition Debt proceeds, Cash Infusions or Cash Collateral used to pay Professional Fees and Disbursements; in other words, although the amount a Carveout Professional may work will vary from month to month, the only cap on the amount of Postpetition Debt proceeds, Cash Infusions or Cash Collateral used to pay Professional Fees and Expenses is the aggregate amount budgeted per Carveout Professional in the Budget; (c) the Carveout, as it pertains to such Carveout Professional, shall be reduced on a dollar-for-dollar basis by any Postpetition Debt advanced, or Cash Collateral remitted, by Lender, and any amount of Cash Infusions paid to a Carveout Professional on account of Professional Fees and Disbursements of such Carveout Professional, or by any payments made by Debtors after the Petition Date on account of Professional Fees

and Disbursements of such Carveout Professional; (d) Debtors' counsel and financial advisor shall each retain from their respective prepetition retainers in the amount of $75,000 (the "Postpetition Retainers") which shall be retained and used by such professionals toward the payment of fees and expenses of the respective professionals accruing after the Termination Date. Debtors' counsel and financial advisor shall each apply those amounts of the prepetition retainer over and above the Postpetition Retainer amounts as follows: the first $25,000, if any, over $75,000 shall be applied in the first month of these Case, and the second $25,000, if any, over $100,000 shall be applied in the second month of these Case; (e) all prepetition retainers and any other property of the estates (other than property subject to an unavoidable lien in favor of Lender) of such Carveout Professional shall be used to pay any fees or expenses of such Carveout Professional before payments of such fees or expenses are made from proceeds of the Postpetition Debt or the Aggregate Collateral; (f) Lender shall establish reserves (each a "Professional Reserve Account" and collectively, the "Professional Reserve Accounts") against Debtors' borrowing availability for the unpaid Carveout of each Carveout Professional, including any amount of the Carveout subject to a mandatory holdback pursuant to the Interim Compensation Procedures; (g) Lender agrees that it shall have an absolute obligation to pay all the Professional Fees and Disbursements payable under the Interim Compensation Procedures whether or not availability exists under the Postpetition Documents to the extent that such amounts are not otherwise payable from Cash Infusions; (h) Lender further agrees to maintain an unfunded reserve (the "Statutory Fee Reserve Account") to pay the

Statutory Fees which reserve shall be maintained; (i) Lender hereby acknowledges that the aggregate amounts contained in the Professional Reserve Accounts and the Statutory Fees Reserve Account are not contingent on whether the Debtors have availability under the Postpetition Documents or on any other conduct or action taken or not taken by the Debtors; (j) upon the Termination Date, and with the exception of the $75,000 portion of the Carveout which Lender has agreed to fund to each of Debtors' counsel and financial advisors on or after the Termination Date, Lender shall have no further obligation to fund any Professional Fees and Disbursements of such Carveout Professional that accrued on, before or after the Termination Date; and (k) the Carveout shall not include, and no Postpetition Debt or Aggregate Collateral may be used to pay, any Professional Fees and Disbursements incurred by any entity, including Debtors, any Committee or the Carveout Professionals, in connection with claims, actions or services adverse to Lender or the Participating Customers, or their respective interests in the Aggregate Collateral, including, without limitation, (1) preventing, hindering or delaying Lender's or Participating Customers' enforcement or realization upon any of the Aggregate Collateral once an Event of Default has occurred, provided, however, the Debtors shall have the ability to contest in good faith the declaration of an Event of Default where cause exists and Debtors' counsel shall be entitled to payment of its fees and expenses related to contesting the declaration of an Event of Default if successful in establishing that such Event of Default was not properly declared, (2) using or seeking to use Cash Collateral or selling any other Aggregate Collateral without Lender's consent, (3) incurring

indebtedness without Lender's consent, or (4) objecting to or contesting in any manner, or raising any defenses to, the validity, extent, amount, perfection, priority or enforceability of the Aggregate Debt or any mortgages, liens or security interests with respect thereto or any other rights or interests of Lender or the Participating Customers, or in asserting any claims or causes of action, including, without limitation, any actions under chapter 5 of the Code, against Lender or the Participating Customers; provided, however, notwithstanding anything to the contrary in this Order or the Budget, any Committee shall be deemed to have up to a $15,000 Carveout for counsel for any Committee to investigate the validity, extent, amount, perfection, priority, or enforceability of the Aggregate Liens. Each Carveout Professional shall submit to Debtors, Lender, the Participating Customers and their respective counsel, copies of their Carveout invoices for Professional Fees and Disbursements as set forth in the Interim Compensation Order. The Participating Customers consent to BBK, Ltd. ("BBK") paying any amount of Carveout attributable to Cash Infusions as such amounts become payable under the Interim Compensation Order. Nothing herein shall be construed as consent by Lender or the Participating Customers to the allowance of any Professional Fees and Disbursements of the Carveout Professionals or shall affect the right of Lender or the Participating Customers to object to the allowance and payment of such fees, costs or expenses, or the right of Lender or the Participating Customers to the return of any portion of the Carveout that is funded with respect to Professional Fees and Disbursements approved on an interim basis that are later denied on a final basis. The Carveout for Debtors' counsel only shall also be

deemed to include up to $75,000 for Professional Fees and Disbursements of Debtors' counsel first accruing after the Termination Date, which portion of the Carveout for Debtors' counsel shall be funded by Lender when and to the extent that any such Professional Fees and Disbursements are payable under the Interim Compensation Order, subject to approval on a final basis. For the avoidance of doubt, the maximum aggregate amount of the Carveout for a Carveout Professional shall not exceed the aggregate amount budgeted for such Carveout Professional in the Budget from time to time (provided that the Carveout for Debtors' counsel shall also be deemed to include $75,000 for Professional Fees and Disbursements first arising after the Termination Date), and no Carveout Professional shall be entitled to any portion of the Carveout allocated for any another Carveout Professional in the Budget. Notwithstanding anything contained in this paragraph to the contrary, the Lender and Participating Customers will negotiate in good faith with the Committee a carveout.

5. Termination of Right To Use Cash Collateral and To Incur Postpetition Debt.

(a) Termination Date. Unless extended by the Court upon the written agreement of Lender, this Order and Debtors' authorization to use Cash Collateral and incur Postpetition Debt pursuant to this Order will automatically terminate on the Termination Date without further notice or order of Court.

(b) Rights Upon Termination. Upon the Termination Date, unless the Court orders otherwise, at Lender's election: (1) the Aggregate Debt shall be immediately due and payable; (2) Lender shall be entitled to apply or set off any cash

in Lender's possession or control to the Aggregate Debt in accordance with Paragraph 6(e) of this Order, until such Aggregate Debt is indefeasibly and finally paid in full; and (3) Debtors shall be prohibited from using any Aggregate Collateral for any purpose other than application to the Aggregate Debt in accordance with Paragraph 6(e) of this Order, until such Aggregate Debt is indefeasibly and finally paid in full. On the fifth business day after the Termination Date: (1) at Lender's election, without further order of the Court, Lender shall have automatic and immediate relief from the automatic stay with respect to the Aggregate Collateral (without regard to the passage of time provided for in Fed. R. Bankr. P. 4001(a)(3)), and shall be entitled to exercise all rights and remedies available to it under the Prepetition Documents and the Postpetition Documents and applicable nonbankruptcy law with respect to the Aggregate Collateral; and (2) Debtors shall be authorized and directed to surrender the Aggregate Collateral and to otherwise cooperate to assist Lender in the exercise of the rights and remedies available to Lender under the Prepetition Documents, Postpetition Documents and applicable nonbankruptcy law with respect to the Aggregate Collateral (provided, however, that during the four (4) business day period following the Termination Date, Debtors shall have the right to obtain an order of this Court determining that the Termination Date has not occurred, but further provided, however, that during such four (4) business day period, Debtors may not use Cash Collateral unless such use is agreed to in writing by Lender, and Lender shall have no obligation to advance Postpetition Debt to Debtors).

6. Adequate Protection of Interests of Lender in the Prepetition Collateral and the Prepetition Liens/Consideration for Postpetition Debt. As adequate protection of the interests of Lender in the Prepetition Collateral and in consideration of the Postpetition Debt:

(a) Sublimit Reductions. On the terms set forth in the Postpetition Documents, Debtors' borrowing availability shall not be reduced on account of the "Equipment Sublimit Reduction" and "Real Estate Sublimit Reduction" (as such terms are defined in the Loan Agreements) from and after such date that (a) substantially all of Debtors' "Equipment" and "Real Estate" (as defined in the Loan Agreements) located in the United States as of the Petition Date have been sold or otherwise disposed on terms acceptable to Lender and (b) the proceeds thereof have been applied in accordance with terms of Paragraph 6(e) of this Order.

(b) Priority of Prepetition Liens/Allowance of Lender's Prepetition Claim. Subject to the terms of Paragraph 16(a) of this Order: (1) the Prepetition Liens shall constitute First Priority Liens, subject only to the Postpetition Liens and the Permitted Liens; (2) the Prepetition Debt constitutes the legal, valid and binding obligation of Debtors, enforceable in accordance with the terms of the Prepetition Documents; (3) no offsets, defenses or counterclaims to the Prepetition Debt exist, and no portion of the Prepetition Debt is subject to avoidance or subordination pursuant to the Code or applicable nonbankruptcy law; (4) Lender's claim with respect to the Prepetition Debt as of the Petition Date shall for all purposes constitute an allowed secured claim within the meaning of Code § 506 in an amount not less

than $29,330,000 in the aggregate; and (5) Debtors hereby release, discharge, and acquit Lender, each of the Participating Customers and their respective officers, directors, principals, attorneys, predecessors in interest, and successors and assigns of and from any and all claims, demands, liabilities, responsibilities, disputes, remedies, causes of action, indebtedness, and obligations, of every type, which occurred on or prior to the date of the entry of this Order; provided, however, that nothing in this Order (including, without limitation, the terms of this Paragraph 6(b)) or any of the Postpetition Documents shall be deemed to waive, release or otherwise reduce in any way any and all existing or hereafter arising accounts receivable or any other rights of payment of Debtors against, or at any time due from, any of the Participating Customers.

(c) Replacement Liens. Lender is hereby granted the Replacement Liens as security for payment of the Prepetition Debt. The Replacement Liens: (1) are and shall be in addition to the Prepetition Liens; (2) are and shall be First Priority Liens, subject to Postpetition Liens and Permitted Liens, that are properly perfected, valid and enforceable without any further action by Debtors or Lender and without the execution, filing or recordation of any financing statements, security agreements, mortgages or other documents or instruments; and (3) shall remain in full force and effect notwithstanding any subsequent conversion or dismissal of the Case. Notwithstanding the foregoing, Debtors are authorized and directed to execute and deliver to Lender such financing statements, mortgages, instruments and other documents as Lender may deem necessary or desirable from time to time.

(d) Allowed Code § 507(b) Claim. If and to the extent the adequate protection of the interests of Lender in the Prepetition Collateral granted to Lender pursuant to this Order proves insufficient, Lender shall have an Allowed Claim under Code § 507(b), subject to the Carveout, in the amount of any such insufficiency, with priority over: (1) all costs and expenses of administration of the Case (other than Lender's claims under Code § 364) that are incurred under any provision of the Code, including Code §§ 503(b), 506(c), 507(a), or 552(b); and (2) the claims of any other party in interest under Code § 507(b).

(e) Application of Cash Collateral. Lender, at its election, is authorized to apply all Cash Collateral now or hereafter coming into Lender's possession or control as follows: (1) first, to payment of Prepetition Debt consisting of Allowable 506(b) Amounts, (2) second, to payment of all other Prepetition Debt, except for an amount of Prepetition Debt equal to $12,000,000; (3) third, to payment of Postpetition Charges; (4) fourth, to payment of all other Postpetition Debt; and (5) all remaining Prepetition Debt. All such applications to Prepetition Debt shall be final, subject only to the right of the applicable parties in interest to: (a) object solely to such applications to Allowable 506(b) Amounts under and in accordance with Paragraph 15(a) of this Order; and (b) seek a determination in accordance with Paragraph 16(a) below that such applications to Prepetition Debt resulted in the payment of any unsecured prepetition claim of Lender. Any amounts disgorged in connection with any such objection or determination shall be first applied to repay all

Postpetition Debt. All applications to Postpetition Debt shall be final and not subject to challenge by any person, including any Trustee.

(f) Prohibition Against Use of Cash Collateral. Through the Termination Date, Debtors will not use or seek to use Cash Collateral, unless, in addition to the satisfaction of all requirements of Code § 363 for the use of such Cash Collateral, Lender has consented to such order.

(g) Prohibition Against Additional Debt. Debtors will not incur or seek to incur debt secured by a lien which is equal to or superior to the Postpetition Liens, or which is given superpriority administrative expense status under Code § 364(c)(1), unless, in addition to the satisfaction of all requirements of Code § 364 for the incurrence of such debt: (1) Lender has consented to such order; (2) at the time of the entry of such an order, there is no Aggregate Debt outstanding, and no obligation of Lender to extend additional Postpetition Debt, or (3) such credit or debt is first used to immediately and indefeasibly finally pay the Aggregate Debt in cash in full.

(h) No Surcharge. Debtors represent that the Budget contains all expenses that are reasonable and necessary for the operation of its business, including all expenses that are reasonable and necessary to preserve the value of the Aggregate Collateral, through the period for which the Budget runs. In reliance on the representation by Debtors that the Budget includes all items that are reasonable and necessary to preserve the value of the Aggregate Collateral and therefore includes all

items potentially chargeable to Lender under Code § 506(c), Lender has agreed to the entry of this Order. Debtors agree that the Budget also includes items that are not chargeable to Lender under Code § 506(c). In the exercise of its business judgment, and in consideration of Lender's agreement to allow the Debtors to use Cash Collateral and the proceeds of the Postpetition Debt in accordance with this Order, to pay both the items which are, and which are not, chargeable to Lender under Code § 506(c), Debtors agree that, effective upon entry of the Final Hearing Order, there shall be no surcharge of the Aggregate Collateral for any purpose, unless agreed to by Lender. Therefore, effective upon entry of the Final Hearing Order, at no time during the Case shall the surcharge provisions of Code § 506(c), the enhancement of collateral provisions of Code § 552, or any other legal or equitable doctrine (including, without limitation, unjust enrichment) be imposed upon Lender or any of the Aggregate Collateral for the benefit of any party in interest, including Debtors, any Committee, any of the Carveout Professionals, or any Trustee; provided, however, that any party in interest other than Debtors or their professionals shall have the right to object to this Paragraph 6(h) prior to or at the Final Hearing. Upon entry of the Final Hearing Order, Debtors shall mail notice of the terms of this Paragraph 6(h) to all creditors.

(i) Right to Credit Bid. Pursuant to Code § 363(k), Lender shall have the right to use the Aggregate Debt or any part thereof to credit bid with respect to any bulk or piecemeal sale of all or any portion of the Aggregate Collateral.

(j) Plan. Effective upon entry of a Final Hearing Order containing such relief, no order shall be entered confirming a plan in this Case unless Lender consents thereto, or such order provides for the indefeasible and final payment of the Aggregate Debt in full in cash on the earlier of: (1) the effective date thereof; and (2) the Termination Date.

(k) Waiver of Right to Return/Consent to Setoff. Without first obtaining Lender's consent, Debtors hereby waive their rights: (1) to return any of the Aggregate Collateral pursuant to Code § 546(h); (2) to consent to any order permitting any claims pursuant to Code § 503(b)(9) that would be of a higher priority than Lender's Aggregate Debt; and (3) to consent to setoff pursuant to Code § 553.

(l) Indemnification. Debtors shall continue to indemnify and hold harmless Lender pursuant to Section 11.5 of the CEP Loan Agreement, Section 11.5 of the Thermoplastics Loan Agreement and as otherwise set forth in and ratified by the Postpetition Agreement.

(m) No Marshaling. Conditioned upon a Final Hearing Order containing such relief, neither Lender nor any of the Aggregate Collateral shall be subject to the doctrine of marshaling.

7. Participating Customer Accommodations. To induce Lender to enter into the Postpetition Agreement and to advance the Postpetition Debt to Debtors, and in consideration and reliance upon the assumption of the Access and Security Agreement

(as amended hereby), the Participating Customers shall continue to provide the following accommodations:

(a) Accelerated Payment Terms. The Participating Customers will make payment of their respective accounts payable due and owing to Debtors on terms of "net immediate" (approximately 10 day) terms.

(b) Limitation of Setoffs. Except for the "Allowed Setoffs," the Participating Customers agree not to exercise at any time any rights of setoff, recoupment or deduction with respect to any bona fide accounts payable to Debtors arising from any Component Parts shipped by Debtors from the Petition Date through the Termination Date. The term "bona fide accounts payable" shall mean accounts owing for Component Parts actually shipped to the Participating Customers. The term "Allowed Setoffs" of a Participating Customer shall mean (i) valid setoffs, recoupments or deductions of such Participating Customer for defective or nonconforming products, quality problems, unordered or unreleased parts returned to Debtors, short shipments, misshipments, premium freight charges, improper invoices, mispricing, duplicate payments or billing errors, (ii) direct payments made by such Participating Customer to Debtors' vendors for or on account of materials, services or tools required for Debtors' production of the Component Parts, provided, however, that Lender and Debtors shall receive prior written notice from such Participating Customer of each such direct payment; provided, further, that any such direct payments shall only constitute Allowed Setoffs with respect to accounts owed to Debtors by such paying Participating Customer that arise at least two (2) business

days after such notice is received by Lender; provided, further that Lender shall be entitled to establish appropriate Reserves under the Loan Agreements (as amended by the Postpetition Agreement) on account of any such Allowed Setoff; and (iii) $150,000 per month in the aggregate for all Participating Customers for professional fees incurred by the Participating Customers (with such amount to be allocated among the Participating Customers pursuant to a separate agreement). Participating Customers agree to limit aggregate Allowed Setoffs for items (i) and (iii) to ten percent (10%) of the face amount of accounts owing to Debtors. Any Allowed Setoffs in excess of the ten percent (10%) cap may be carried forward and applied against future accounts provided the aggregate amount of each setoff does not exceed the ten percent (10%) cap for any single account owed to Debtors. Subject to the terms of this Paragraph 7(b), the Participating Customers expressly reserve and do not waive any rights and interests they may have against Debtors, including setoffs asserted for defensive purposes.

(c) Inventory Buy-Back. On the "Inventory Purchase Trigger Date" (as defined below), the Participating Customers agree to purchase and pay for within the later of (a) seven (7) days of the Inventory Purchase Trigger Date or (b) five (5) days after a Participating Customer takes possession or control of the Subject Inventory (defined below), all raw materials, work in process and finished goods inventory related to the Component Parts that are at such time both "useable" by the Participating Customers and in a "merchantable" condition (the "Subject Inventory"). The term "Inventory Purchase Trigger Date" shall mean, with respect to a given

facility, the earliest to occur of (1) delivery by a Participating Customer to counsel for Debtors and Lender, respectively, of a Resourcing Completion Notice with respect to the production of Component Part) at such facility; (2) the exercise by the Participating Customers of their rights of access under the Access Agreement; or (3) an Event of Default, the commencement of enforcement action by Lender against Debtors' tangible assets, and the Lender having the legal right and ability to dispose of the Debtors' interest in the Subject Inventory. For purposes of this Order, the term "useable" means not obsolete and useable in the production of the Component Parts in quantities called for by the Participating Customers' fabrication authorizations and production releases issued against Purchase Orders (including any Inventory Bank) in effect as of the Inventory Purchase Trigger Date. Inventory is obsolete if it consists of production materials and supplies which, due to annual model changes and/or design changes, are no longer useable in normal production. The term "merchantable" as used in this Order means merchantable as defined in UCC § 2-314 and in conformance with all applicable Purchase Order specifications. The Participating Customers will purchase the Subject Inventory for the following amounts, without offset, deduction or reduction of any kind:

(i) for raw materials, ninety percent (90%) of Debtors' actual cost;

(ii) for work in process, eighty percent (80%) of the prorated Purchase Order price based on percentage completion;

(iii) for finished goods, one hundred percent (100%) of the Purchase Order price.

The Subject Inventory purchased by the Participating Customers shall be sold free and clear of any and all liens, claims, encumbrances and security interests, without any further Order of the Court, and the Participating Customers shall make payment for such Subject Inventory directly to Lender in partial repayment of the Aggregate Debt in accordance with this Order. The Participating Customers shall not be obligated to purchase the Subject Inventory under this Order until all requirements of this Paragraph 7(c) are satisfied and unless the Participating Customers are allowed to take possession of or use the Subject Inventory no later than five (5) days after the occurrence of the Inventory Purchase Trigger Date. Immediately upon the Inventory Purchase Trigger Date, Debtors shall be deemed authorized and directed to sell, and deliver or otherwise make readily available, the Subject Inventory to the Participating Customers on the terms set forth herein.

(d) Resourcing Limitation. For each Sale Facility, the Participating Customers that have elected to designate such facility as a Sale Facility shall forbear from resourcing out of such Sale Facility absent (i) an Event of Default; or (ii) the resourcing of other customers at such Sale Facility to the extent that such Sale Facility is no longer viable as a separate going concern business as determined jointly by Debtors' investment banker and the applicable Participating Customers. Each Participating Customer shall support in good faith the sale efforts of Debtors with respect to the designated Sale Facilities but only to the extent such Participating Customer is purchasing Component Parts from the affected Sale Facility. For clarity,

a Participating Customer's designation of a facility as a Sale Facility shall not prevent another Participating Customer from treating such facility as a Closing Facility.

8. Participating Customer Cash Infusions.

(a) Upon approval of this Order, and thereafter, on or before the first day of each calendar month (October, November and December) that a Participating Customer will have production in any Closing Facility or Sale Facility for which it does not support a sale process, such Participating Customer shall pay lump sum Cash Infusions equal to the projected expenses in the Budget (as may be amended from time to time) for the next full or partial calendar month, as the case may be, related to the Closing Facilities (and as to each Participating Customer, its allocable portion of projected expenses for the Sale Facilities of which it does not support a sale process) less Debtors' projected aggregate "Excess Availability" under and as defined in the Loan Agreements (as modified by the Postpetition Agreement) as set forth in the Budget. For avoidance of uncertainty, the aggregate of the Participating Customers Initial Allocable Percentage shall be 100% of the amount budgeted for September 2006 in the Budget. In all events, the Participating Customers shall make Cash Infusions sufficient to fund each Participating Customer's Initial Allocable Percentage and Amended Allocable Percentage, as the case may be, to the extent Debtors do not have Postpetition Debt otherwise sufficient to fully pay:

(i) The forecast cash burn, pursuant to the Budget, incurred at such facilities that are required to produce the Participating Customers' Component Parts

sufficient to meet releases plus manufacture requested part banks subject to Capacity through the Exit Date;

(ii) The manufacturing and administrative overhead allocable to such facilities' operations through the Exit Date;

(iii) The Restructuring Charges (which shall be allocated to specific facilities where possible but shall be exclusive of the closing fee of Lender in accordance with this Order) shall be fully payable with the first Cash Infusion according to the Initial Allocable Percentage; and

(iv) Wind Down Charges.[2]

(b) Any unused Cash Infusion for charges listed in Paragraph 8(a)(i) and (ii) shall be returned to the applicable Participating Customers as soon as practicable after the Exit Date for each facility or the Termination Date, whichever is applicable. Any unused Cash Infusion remaining on the later of the final hearing on the Professional Fees and Disbursements and the Exit Date for charges listed in Paragraph 8(a)(iii) shall be returned to the applicable Participating Customer as soon as possible after the date of the final hearing on Professional Fees and Disbursements and the Exit Date, whichever is applicable. Any unused Cash Infusion for charges listed in Paragraph 8(a)(iv) shall be returned to the applicable Participating Customers

[2] In those facilities that generate positive cash flow from operations (including the Mexican facilities), such cash remaining after payment of all current operating expenses shall be first applied to reduce or eliminate the Restructuring Charges and Wind Down Charges allocable to the Participating and Assisting Customers at such facilities, provided that such application

as soon as possible after the obligations giving rise to the Wind Down Charges are discharged in full.

(c) The Cash Infusions required each month prior to the Exit Date of Participating Customers pursuant to their respective Initial Allocable Percentage or Amended Allocable Percentage, as the case may be, shall be paid in full into a trust account ("BBK Trust Account") maintained by BBK. BBK shall provide the Informal Committee or Committee a monthly accounting with respect to any distributions made under this Order. No Cash Infusions shall be deemed "Cash Collateral" or any other "Collateral" (as defined in the Loan Agreements) upon which Debtors may request Lender to make advances on Postpetition Debt. All such payments pursuant to the Amended Allocable Percentage for October must be paid on October 1, 2006, and so on through to the December 1, 2006 payment for the partial month of December 2006. Funds in the BBK Trust Account shall be released by BBK to Debtors or a Carveout Professional, as the case may be, when due pursuant to this Order, the Budget, the Interim Compensation Order with respect Professional Fees and Disbursements or as approved by the Court.

(d) The Participating Customers shall have 10 days from the Petition Date to designate a facility as a Sale Facility. In the event that a Participating Customer decides to designate and support a facility as a Sale Facility, any Cash Infusion already paid by such Participating Customer for that particular facility shall

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shall only be deemed applicable for purposes of allocation of funding responsibility among the Participating Customers.

be deemed recharacterized as a Postpetition Participation. Debtors and the Participating Customers agree to execute and deliver such documents or agreements reasonably necessary to document the foregoing recharacterization.

(e) An Assisting or Participating Customer's obligation to make Cash Infusions with respect to a given facility shall cease beginning the first day of the calendar month following receipt by counsel for Debtors and counsel for Lender of a Resourcing Completion Notice regarding such facility, except for its Initial Allocable Percentage or Amended Allocable Percentage, as the case may be, for the month in which a Resourcing Completion Notice is so delivered, provided that an Assisting or Participating Customer shall deliver a Resourcing Completion Notice no later than seven (7) days prior to the end of the calendar month in which it is delivered.

(f) Once Resourcing Completion Notices have been delivered by all Assisting or Participating Customers with respect to a facility, it shall be deemed a "Liquidating Facility" and such customers shall have no further responsibility or obligations with respect to such facility. For clarity, this provision does not amend the allocation of costs for such Liquidating Facility as to each Assisting or Participating Customer as such exit the facility.

(g) As long as any Assisting or Participating Customer is receiving Component Parts from Debtors, it shall be liable for its full Amended Allocable

Percentage. For clarity, if only one Assisting or Participating Customer remains at any given facility, its Amended Allocable Percentage shall be 100%.

(h) Once a facility is deemed a Liquidating Facility, its allocation of costs under Paragraph 8(a)(ii) and (iii) shall be reallocated in full going forward to all facilities that are not yet Liquidating Facilities including the Sale Facilities, so that all costs under Paragraph (8)(a)(ii) and (iii) continue to be funded hereunder.

(i) Subject to Debtors' compliance with the Participating Customers' bank build requirements, the Participating Customers shall resource the production of Component Parts out of a Closing Facility as soon as commercially reasonable but in no event later than the Exit Date; provided, however, that the Exit Date applicable to a facility may be extended one time by any of the Participating Customers to a date that is not later than sixty (60) days after the existing date, with not less than fourteen (14) days' prior written notice to counsel for Debtors and counsel for Lender, subject to the parties negotiating in good faith a revised Budget as it relates to the particular Closing Facility subject to such extension.

9. Tooling and Equipment.

(a) Tooling Acknowledgment. Debtors, on behalf of themselves and CEP Mexico, and Lender acknowledge and agree that all Customer Tooling is subject to the terms of this Order and is (1) owned by the Participating Customers ("owned" means paid for by the Participating Customer or its respective customer or their affiliates, or delivered by the Participating Customer to Debtors); and (2) is

being held by Debtors and, to the extent Debtors have transferred the Customer Tooling to third parties, by such third parties, as bailees at will.

(b) Equipment Acknowledgment. Subject to a Participating Customer providing evidence of ownership reasonably acceptable to Debtors and Lender, all Customer Equipment is owned by the Participating Customer or its respective customer or their affiliates and are being held by Debtors or, to the extent Debtors have transferred the Customer Equipment to third parties, by such third parties, as bailees at will.

(c) Equipment Purchase Option. Debtors, on behalf of themselves and CEP Mexico, grant each Participating Customer an option for such Participating Customer or its designee(s) to purchase some or all of the Designated Equipment. The option shall be exercisable at any time after the Petition Date and in no event later than the date following the date on which such Participating Customer (i) delivers its Resourcing Completion Notice with respect to the facility at which such Designated Equipment is located, or (ii) the end of the Occupancy Period under the Access and Security Agreement with respect to the facility at which such Designated Equipment is located. Debtors and Lender acknowledge that the Participating Customers have provided lists of their respective Designated Equipment, which lists shall be subject to amendment by the Participating Customers at any time within 14 days of the Petition Date.

(d) Designated Equipment Purchase Terms. The purchase price for the Designated Equipment located in the United States. will be ninety percent (90%) of appraised orderly liquidation value as set forth in the Appraisal. If in the reasonable, good faith opinion of the Appraiser, selling the Designated Equipment would not materially affect the appraised orderly liquidation value of the Other Equipment such that appraised orderly liquidation value of such Other Equipment (located at the same facility as the Designated Equipment being purchased) shall become less than 90% of the orderly liquidation value set forth in the Appraisal, the purchase price for the Designated Equipment to be sold shall be deemed increased by such loss in value of the Other Equipment (the extent of which to be determined reasonably and in good faith by the Appraiser); provided, however, pending a final hearing that any such increase in the purchase price for the Designated Equipment identified at Debtors' facility in Tuscaloosa, Alabama shall not exceed $100,000 in the aggregate. The Appraiser shall determine the extent of loss in value of such Other Equipment, if any, at the time of a Participating Customer's election to exercise its purchase option with respect to the Designated Equipment. The purchase price for the Designated Equipment located in Mexico will be ninety percent (90%) of appraised net orderly liquidation value, taking into account any impact selling the Designated Equipment would have on the remaining equipment located in the particular Mexican facility, as determined by the Appraiser. The Informal Committee and/or Committee shall be provided with the identification of Designated Equipment and be entitled to confer with the Appraiser.

(e) Lender Consent. The full cash price for the Designated Equipment sold by Debtors to a Participating Customer pursuant to the foregoing option purchase option shall be paid to Lender and applied in accordance with Paragraph 6(e), whereupon Lender shall be deemed to consent to the foregoing sale and release any liens it may have in such Designated Equipment.

(f) Sale/Removal of Designated Equipment. All Designated Equipment shall be sold (i) free and clear of all liens, security interests, claims and encumbrances, and (ii) as is, where is and with all faults, without further order of this Court. Notwithstanding anything in this Order, to the contrary, the foregoing options granted to the Participating Customers are not intended to replace or supersede any option(s) any Participating Customer may have under any Purchase Orders to purchase dedicated equipment and tooling, provided that Lender is not acknowledging or agreeing that any such options are enforceable against it. The Participating Customer shall remove all Designated Equipment it has purchased pursuant to the purchase option within five (5) business days after receipt of the purchase price by Lender.

(g) Rights to Tooling and Equipment. Neither Debtors (on behalf of themselves or CEP Mexico), Lender, nor any other person or entity other than the respective Participating Customer (or its affiliates or respective customers), has any right, title or interest in the Customer Tooling or Customer Equipment other than Debtors' rights, subject to the respective Participating Customer's discretion, to utilize the Customer Tooling or the Customer Equipment in the manufacture of the

Component Parts. Subject to the limitations on resourcing in Paragraph 7(d) of this Order, the Participating Customers and their affiliates or respective customers shall have the right to take immediate possession of their respective Customer Tooling and Customer Equipment at any time without payment of any kind from the Participating Customers to Debtors other than as required by this Order. Debtors and Lender agree to cooperate with that Participating Customer in its taking possession of the Customer Tooling and Customer Equipment. Likewise, subject to the limitations on resourcing in this Order, effective immediately upon written notice to Debtors, without further notice or court hearings, which rights, if any, are hereby waived, the Participating Customers shall have the right to immediately enter the premises of Debtors and take possession of any and all Customer Tooling and Customer Equipment, and Debtors and Lender, if in possession, agree to provide the respective Customer or its nominee(s) with such access; provided, however, Participating Customers shall not unreasonably interfere with Debtors' ongoing manufacturing operations or any marketing or sale activities being conducted by Debtors or Lender when removing Customer Tooling and Customer Equipment, and the Participating Customers agree to fully indemnify the Debtors' estates for any losses or damages caused by such entry.

10. Assumption of Customer Agreements. Pending a final hearing, the Access and Security Agreement shall be deemed assumed by the Debtors; provided however that the Access and Security Agreement is hereby amended as follows: (a) the "Occupancy Period" set forth in Section 3(a) of the Access and Security Agreement shall end upon the Exit Date (as may be extended pursuant to the terms of this Order),

with respect to all Closing Facilities, March 19, 2007, with respect to Debtors' facilities in Tuscaloosa, Alabama and Bishopville, South Carolina, and June 30, 2007, with respect to CEP Mexico's facilities in Hermosillo, Mexico and Chihuahua, Mexico, and (b) the "Termination Date" set forth in Section 15 of the Access and Security Agreement shall be deemed to be fourteen (14) days prior to the last day of the applicable Occupancy Period for each facility; provided, (i) the exercise of a Participating Customer of its Right of Access (as defined in the Access and Security Agreement) after the Exit Date in effect as of the date hereof with respect to a Closing Facility or a Sale Facility recharacterized as a Closing Facility shall obligate it to negotiate in good faith a revised budget for that particular facility, (ii) the Access and Security Agreement, as hereby amended, shall apply to, and continue to be enforceable against, CEP Mexico by a Participating Customer, and (iii) that any obligations of Debtors to cure any existing defaults under the Access and Security Agreement as of the date of this Order shall not be deemed to constitute administrative expenses (i.e., cure claims) against Debtors' estates, but remain prepetition claims of the Participating Customers.

11. Support of Other Customers. Immediately upon the filing of the Motion, Debtors shall, on a facility by facility basis, including the Mexican facilities, contact all customers representing their top 22 customers by sales revenue for the first six months of 2006 other than the Participating Customers to permit such customers to become an "Assisting Customer" by agreeing to the following accommodations:

(a) Net Immediate (approximately 10 day or equivalent) payment terms;

(b) Provide Cash Infusions sufficient to fund each Assisting Customer's Initial Allocable Percentage or Amended Allocable Percentage, as the case may be of:

(i) The forecast cash burn, pursuant to the Budget, incurred at a Closing Facility, that is required to produce each Assisting Customer's parts sufficient to meet releases plus manufacturing of each Assisting Customer's respective parts bank subject to Capacity through the Exit Date;

(ii) The manufacturing and administrative overhead necessary to operate the manufacturing operations through the Exit Date;

(iii) Restructuring Charges; and

(iv) Wind Down Charges;

(c) Agree to a limitation of setoff with terms similar to the covenants of the Participating Customers set forth in Paragraph 7 of this Order and an inventory buy-back agreement at 100% of Debtors' actual cost regarding raw material and work in process and 100% of the selling price of finished goods.

An Assisting Customer's Initial Allocable Percentage shall be determined by BBK based on the facilities that the Assisting Customer supports, and the upon payment of the Assisting Customer's Initial Allocable Percentage, BBK shall determine the proper method to

reimburse the Participating Customers for the payment made by the Assisting Customer. Debtors shall not use any of the Postpetition Debt or Cash Infusions to produce Component Parts for any of the top 22 customers who are not Participating Customers or Assisting Customers and who do not opt to become Assisting Customers as of the close of business on the date that is five (5) business days of the date of the filing of the Motion; provided, however, upon consent of the Participating Customers at a subject facility (which consent shall be granted only one time at each facility), Debtors may continue to produce Component Parts with a positive profit margin for a top 22 customer that is not a Participating Customer or Assisting Customer if such other customer resources production away from Debtors without requiring production of a bank build not later than ten (10) days after the Petition Date; provided further that such other customer agrees to (i) waive all claims for setoff that may exist with respect to accounts owed by such customer to Debtors (other than recoupments or deductions for defective or nonconforming products, quality problems, unordered or unreleased parts returned to Debtors, short shipments, misshipments, premium freight charges, improper invoices, mispricing, duplicate payments or billing errors existing) and (ii) purchase all inventory used in the production of its Component Parts at 100% of Debtors' cost regarding raw material and work in process and 100% of the selling price of finished goods.

(d) A top 22 customer who has parts produced by the Debtors in multiple facilities may become an Assisting Customer with respect to one, some or all facilities. An Assisting Customer shall only be liable for its Initial Allocable Percentage or Amended Allocable Percentage, as the case may be, for the facilities in which it opts to be an Assisting Customer. An Assisting Customer may not receive parts from any facility in which it is not an Assisting Customer, except as provided above.

12. Sale Covenants for Sale Facilities. The Participating Customers may amend the facilities listed in the definition of Sale Facilities contained in this Order on or before ten (10) days of the Petition Date. To effectuate the sale process for each proposed Sale Facility as designated by the Participating Customers pursuant to paragraph 8(d) of this Order the Debtors shall:

(a) File a sales procedure motion no later than 12 days after the Petition Date to (i) approve a sale process for those facilities agreed to by Debtors, Lender and the Participating Customers; and (ii) retain an investment banker to assist in the sale of the Sale Facilities;

(b) As to each Sale Facility, obtain court approval no later than December 1, 2006 to close a sale transaction no later than December 19, 2006;

(c) Produce a parts bank, subject to Capacity and otherwise cooperate with the Participating Customers to orderly resource production after the Termination Date out of a Sale Facility that Debtors are unable to successfully sell (or where an Event of Default has occurred allowing Participating Customer resourcing out of such Sale Facility), or otherwise cooperate in good faith to extend any financing necessary to operate such facility beyond the Termination Date.

13. Sale Covenants for Closing Facilities. The Participating Customers shall provide Debtors and Lender a list of all Closing Facilities on or before ten (10) days of the Petition Date. To effectuate the sale process for each proposed Closing Facility the Debtors shall:

(a) File a sales procedure motion no later than 12 days after the Petition Date to (i) approve a sale process acceptable to Lender; and (ii) retain an auctioneer to assist in the sale of the Closing Facilities; and

(b) As to each Closing Facility, close one or more transactions to sell substantially all of Debtors' assets at the Closing Facility on terms acceptable to Lender within fourteen (14) days of the later of (i) the Exit Date or (ii) the expiration of the Occupancy Period under the Access and Security Agreement if a Right of Access at the Closing Facility is exercised by a Participating Customer.

14. Maintain Production; Parts Bank. Debtors shall maintain production at each of their respective facilities pursuant to ordinary releases for the Participating Customers pursuant to the Purchase Orders, and produce parts bank requirements of the Participating Customers and Assisting Customers subject only to Capacity, through the earlier of (a) the Exit Date, or such later date on a facility by facility basis as is necessary to allow all Participating Customers to orderly resource its respective production at such facility, or (b) the date which a Participating Customer delivers a Resourcing Completion Notice with respect to a facility. In the event Debtors fail to maintain production and build the requested parts bank subject to Capacity, such failure shall constitute cause for the appointment of a Chapter 11 trustee or a "Default" under the Access and Security Agreement. A motion for appointment of a Chapter 11 trustee may be heard on an expedited basis subject only to three (3) business days notice to all parties required to receive such notice and this Court's

schedule.[3] Without limiting the foregoing, the Participating Customers and Assisting Customers shall pay all incremental costs (e.g., dunnage, storage, etc.) associated with the production of their respective parts bank, pursuant to Paragraphs 3(c)(ii)(D) and 8(a) of this Order. As a facility closes or is sold, Debtors, Debtors' financial advisors, Participating Customers and BBK shall work diligently to reduce or eliminate costs associated with that facility and at any location or department affected by the closing or sale of the facility and amend the Budget accordingly.

15. Miscellaneous Provisions.

(a) Notice of and Objections to Allowable 506(b) Amounts and Postpetition Charges. Lender shall provide Debtors' counsel, each Participating Customer's counsel, counsel for any Committee, and the United States Trustee with copies of all invoices sent by Lender's counsel (edited to delete any attorney-client or other confidential information) or Lender's other professionals (including, without limitation, any consultants, appraisers and financial advisors retained by Lender) to Lender with respect to the professional fees and related costs and expenses asserted as Allowable 506(b) Amounts or Postpetition Charges that are incurred from and after the Petition Date. Any such party may object to the reasonableness of any such fees, costs and expenses. However, any such objection shall be forever waived and barred unless, within 30 days of receipt of the invoice to which the objection relates: (1) the objection is filed with the Court and served upon Lender and its counsel; and (2) the

[3] The Participating Customers have agreed to support the selection and appointment of a representative of Glass & Associates as such Chapter 11 operating trustee.

objection describes with particularity the items or categories of fees, costs and expenses that are the subject of the objection and provides the specific basis of the objection to each such item or category of fees, costs and expenses (and is not an objection to the retention itself). Any hearing on an objection to the fees, costs and expenses of Lender set forth on any invoice shall be limited to the reasonableness or necessity of the particular items or categories of the fees, costs and expenses which are the subject of such objection. The disallowance of any such fees and expenses shall not affect Lender's right to collect such amounts from any person or entity other than Debtors.

(b) Force and Effect of Prepetition Documents. Except as modified herein or by the Postpetition Agreement, and subject to the other provisions of this Order and the Code, the Prepetition Documents and the terms and provisions thereof shall remain in full force and effect with respect to the Aggregate Debt; provided that the Loan Agreements shall be deemed terminated as of the Petition Date in respect of the Prepetition Debt for purposes of Section 13.1 of the CEP Loan Agreement and Section 13.1 of the Thermoplastics Loan Agreement. To the extent there exists any conflict among the Motion, the Prepetition Documents, the Postpetition Agreement and the terms of this Order, this Order shall govern and control.

(c) Modification of Stay. The automatic stay of Code § 362 is hereby modified with respect to Lender to the extent necessary to effectuate the provisions of this Order, including, after the Termination Date, to permit Lender to exercise its rights contemplated by Paragraph 5(b) above. Further, the automatic stay

provisions of Code § 362 are vacated and modified to permit each Participating Customer to prepare for resourcing and to resource (where allowed pursuant to the terms of this Order), including the removal of all Customer Tooling and Customer Equipment. Prior to full and final payment of all Aggregate Debt, or substantially all assets of Debtors have been sold and the proceeds thereof applied in accordance with the terms of this Order, Debtors shall not seek, and it shall constitute an Event of Default under this Order if Debtors do seek, or if there is entered, an order dismissing the Case. If an order dismissing the Case under Code § 1112 (or otherwise) is at any time entered, such order shall provide (in accordance with Code §§ 105 and 349) that (a) the liens, mortgages and claims of Lender shall continue in full force and effect and Lender shall maintain its priority as provided in this Order until all Aggregate Debt has been paid in full (and that such claims and liens shall, notwithstanding such dismissal, remain binding on all parties in interest) and (b) this Court shall retain jurisdiction to the extent permitted by law, notwithstanding such dismissal, for the limited purpose of validating the priority of the liens, mortgages and claims of Lender referred to in clause (a) above.

(d) Financial Information. Debtors are hereby directed to deliver to Lender and each Participating Customer, and their respective counsel, such financial and other information concerning the business and affairs of Debtors and any of the Aggregate Collateral as may be required pursuant to the Prepetition Documents, Postpetition Documents and/or as Lender or a Participating Customer shall reasonably request from time to time, in addition to providing Lender and the Participating

Customers, on the second business day of each week through the Termination Date, with a written comparison of Debtors' actual performance compared to the prior week of the Budget. Debtors are also directed to allow Lender or the Participating Customers or their agents access to the premises at any reasonable time for the purpose of enabling Lender or the Participating Customers to inspect and audit the Aggregate Collateral and the Debtor's books and records.

(e) Insurance. Debtors are directed to deliver to Lender evidence, satisfactory to Lender, that the Aggregate Collateral is insured for the full replacement value thereof, that all insurance policies required by the Prepetition Documents, Postpetition Documents or obtained in connection with the Aggregate Collateral are maintained in full force and effect, and that Lender is named as loss payee on all such property insurance policies and named as additional insured on all such liability policies as its interests may appear.

(f) No Waiver. This Order shall not constitute a waiver by Lender of any of its rights under the Prepetition Documents, the Code or applicable nonbankruptcy law, including without limitation: (1) its right to later assert upon filing of a motion with the Court that, notwithstanding the terms and provisions of this Order, any of its interests in the Aggregate Collateral lack adequate protection within the meaning of Code §§ 362(d) or 363(e) or any other provision thereof; or (2) its right to later assert a claim under Code § 507(b). Lender's failure, at any time or times hereafter, to require strict performance by Debtors (or by any trustee) of any provision of this Order shall not waive, affect or diminish any right of Lender

thereafter to demand strict compliance and performance therewith. No delay on the part of Lender in the exercise of any right or remedy under this Order, the Prepetition Documents, Postpetition Documents, the Code, or applicable nonbankruptcy law shall preclude any other or further exercise of any right or remedy. Lender shall not be deemed to have suspended or waived any of their rights or remedies under this Order, the Prepetition Documents, Postpetition Documents, the Code, and applicable nonbankruptcy law unless such suspension or waiver is in writing, signed by a duly authorized officer of Lender (as applicable), and directed to Debtors.

(g) "Responsible Person." By accepting the Budget submitted to it by Debtors and by taking any other actions pursuant to this Order, Lender shall not: (1) be deemed to be in control of the operations or liquidation of Debtors; or (2) be deemed to be acting as a "responsible person" with respect to the operation, management or liquidation of Debtors.

16. Binding Effect.

(a) Stipulations and Findings. The stipulations, representations, and findings in Paragraphs J and K of this Order, and the relief granted in Paragraph 6(b) of this Order, shall be binding on all parties in interest in the Case and their respective successors and assigns, including any trustee, subject only to the reservation of rights of the Committee to give notice of its intention and related factual basis to commence a challenge to such stipulations, representations, findings and/or relief within sixty (60) days of the formation of the Committee, and the Committee is granted derivative

standing to raise such challenges against Lender. With respect to all other stipulations, representations and findings contained in Paragraphs A through P of this Order, the Committee and/or any unofficial committee shall be deemed to have reserved their rights to challenge such stipulations, representations and/or findings in connection with the Final Hearing.

(b) Order. Except as provided in Paragraph 16(a), this Order shall be binding on all parties in interest in the Case and their respective successors and assigns, including any trustee, except that any trustee shall have the right to terminate this Order after notice and a hearing. If, in accordance with Code § 364(e), this Order does not become a final nonappealable order, if a trustee terminates this Order, or if any of the provisions of the Order are hereafter modified, amended, vacated or stayed by subsequent order of this Court or any other court, such termination or subsequent order shall not affect: (1) subject only to Paragraph 16(a) of this Order, the stipulations, representations, findings in Paragraphs J and K and the relief granted by and release contained in Paragraph 6(b) of this Order; and (2) the priority, validity, enforceability or effectiveness of any lien, security interests or any other benefit or claim authorized hereby with respect to any Cash Collateral used or Postpetition Debt incurred prior to the effective date of such termination or subsequent order. All such liens, security interests, claims and other benefits shall be governed in all respects by the original provisions of this Order, and Lender and the Participating Customers shall be entitled to all the rights, remedies, privileges and benefits, granted hereto including the liens and priorities granted herein, with respect to the Postpetition Debt. Except as

otherwise explicitly set forth in this Order, no third party is intended to be, or shall be deemed to be, a third party beneficiary of this Order.

(c) Survival. The provisions of this Order, and any actions taken pursuant to or in reliance upon the terms hereof during the period of this Order only, shall survive entry of, and govern in the event of any conflict with, any order which may be entered in the Case: (1) confirming any chapter 11 plan; (2) converting the Case to a case under chapter 7; or (3) dismissing the Case. The terms and provisions of this Order, including the rights granted Lender under Code §§ 364(c) and (d), shall continue in full force and effect until all of the Aggregate Debt and other Obligations are indefeasibly and finally paid in cash in full and discharged.

(d) Notice of Final Hearing. The Final Hearing is scheduled for October 24, 2006, at 9:30 A.M., and may be continued from time to time without further notice other than that given in open court. Debtors are directed to immediately serve a copy of this Order by first class mail, postage prepaid, on counsel for Lender, Participating Customers, Debtors' other secured creditors, each of Debtor's twenty largest unsecured creditors, and the United States Trustee, which service shall constitute adequate and proper notice of the Final Hearing. Any objection to the Order must be, no later than seventy-two hours prior to the commencement of such Final Hearing, be filed with the Court and received by counsel for the Debtors, counsel for Lender, and the United States Trustee. Any timely and properly filed and served objection will be heard at the Final Hearing.

(e) Notwithstanding anything contained within this Order, until a Final Hearing Order is entered, the parties defer the determination of whether funding provided by the Participating Customers shall be Subordinated Participations, direct loans as to the Mexican facilities or Cash Infusions.

(f) Notwithstanding anything contained in this Order, the Committee may renegotiate any provisions to be contained in the Final Hearing Order.

IT IS SO ORDERED

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