

EXHIBIT A

DEFINED TERMS

1. ***Access and Security Agreement.*** That certain Access and Security Agreement, dated May 9, 2006, by and among Debtors, CEP Mexico, Customers and Lender, as amended, modified and supplemented by this Order, and as otherwise amended hereafter from time to time with Lender's and Participating Customers' written consent, attached as Exhibit C.

2. ***Aggregate Collateral.*** Collectively, the Prepetition Collateral and the Postpetition Collateral.

3. ***Aggregate Debt.*** Collectively, the Prepetition Debt and the Postpetition Debt.

4. ***Allowable 506(b) Amounts.*** Interest at the non-default Interest Rate, as set forth in each of the Loan Agreements, and all fees, costs, expenses, and other charges due or coming due under the Prepetition Documents or in connection with the Prepetition Debt (regardless of whether such fees, costs, interest and other charges are included in the Budget) to the extent allowable under Code § 506(b), including all reasonable out-of-pocket filing and recording fees, attorneys' and paralegals' fees and expenses, external and internal audit fees and expenses, closing fees, unused facility fees, letter of credit fees, and all other costs and expenses incurred by Lender under the Prepetition Documents with respect to the Prepetition Debt, including such fees, costs and charges incurred before, on, or after the Petition Date in connection with: (a) the negotiation, preparation and submission of this Order and any other

order or document related hereto; and (b) the representation of Lender in this Case in connection with the Prepetition Debt or the Prepetition Liens.

5. ***Amended Allocable Percentage.*** The percentage share of the Postpetition Participations or Cash Infusion required of each Assisting or Participating Customer as to a given facility as determined on a monthly basis in advance by BBK using the following guidelines: If parts are manufactured anytime during a month for an Assisting or Participating Customer, a full month's allocation of costs will be assessed against such customer in an Amended Allocable Percentage determined by BBK; provided however, that if a facility incurs a cost saving due to the exit of an Assisting or Participating Customer during such month, such cost saving shall inure solely to such exiting customer in the form of a reimbursement of the amount of the cost saving to the exiting customer in an amount not to exceed that customer's previously paid cost funding at the exited facility for that month.

6. ***Appraisal.*** That certain appraisal conducted by the Appraiser and dated as of June 22, 2005.

7. ***Appraiser.*** Accuval Associates Incorporated.

8. ***Assisting Customers.*** Debtors' customers other than the Participating Customers who represent their top 22 customers by sales revenue for the first six months of 2006 and who have agreed to provide the accommodations described in Paragraph 11 of this Order.

9. ***Blocked Accounts.*** Collectively, the blocked accounts, referenced in Section 8.10 of the CEP Loan Agreement and 8.10 of the Thermoplastics Loan Agreement.

10. ***Budget.*** The budget attached to this Order as Exhibit B, as amended, modified or supplemented from time to time, for different amounts or different periods, all as

may be agreed to by Lender and the Participating Customers from time to time, without the necessity for further Court approval.

11. **Capacity.** Reasonably applied constraints on production, including reasonably required equipment maintenance, any contractual restriction under existing labor contracts and such constraints as may be outside the reasonable control of Debtors, including equipment breakdowns, employee attrition or inability to obtain material on an expedited basis. Subject to the foregoing, Debtors shall work maximum overtime, including holidays (excluding Thanksgiving, Christmas Day, and New Year's Day) and weekends, outsourcing production where reasonably possible, allowing Participating Customers to temporarily move tooling at Closing Facilities, and take all other reasonable steps necessary to build part banks.

12. **Carveout.** For the purposes of enabling Debtors' estates to pay allowed fees and disbursements of the Carveout Professionals as may be awarded from time to time pursuant to Code § 330, the aggregate amount set forth in Paragraph 4 of this Order; provided, however, that the Carveout may be used only subject to the terms and provisions of Paragraph 4 of this Order.

13. **Carveout Professionals.** Collectively, counsel for Debtors, Baker & Hostetler, LLP, financial advisor to Debtors, Glass & Associates, Inc., investment banker for Debtors, Giuliani Capital Advisors, LLC, claims and noticing agent for the Debtors, BMC Group, Inc., and counsel and financial advisors for the Committee, if any.

14. **Case.** This jointly administered chapter 11 case and any superseding chapter 7 cases of the Debtors.

15. **Cash Collateral.** All cash arising from the collection or other conversion to cash of the Aggregate Collateral, including all "cash collateral," as that term is defined in Code

§ 363(a), and any other cash in which Lender has an interest, including all deposits subject to setoff rights in favor of Lender. To the extent any such cash collected or received is not clearly identifiable as attributable to Prepetition Collateral or Postpetition Collateral, such cash shall be deemed to be proceeds of Prepetition Collateral. For clarity, the Cash Infusions shall not constitute Cash Collateral.

16. **Cash Infusions.** Collectively, all cash provided directly to Debtors by the Participating Customers, and Assisting Customers, pursuant to Paragraphs 8 and 11 of this Order. For clarity, any Postpetition Debt advanced by Lender in connection with purchases in the Overadvance Sublimit by the Participating Customers shall not constitute Cash Infusions.

17. **CEP Loan Agreement.** That certain Loan and Security Agreement dated as of August 16, 2005 by and between Creative Engineered Polymer Products, LLC and Lender (as amended, modified and supplemented from time to time).

18. **Closing Facilities.** Collectively, all of Debtors' respective operating facilities other than the Sale Facilities.

19. **Code.** The United States Bankruptcy Code (11 U.S.C. § 101 *et seq.*), as amended, and any successor statute. Unless otherwise indicated, all statutory section references in this Order are to the Code.

20. **Committee.** Any official creditors' committee appointed to represent unsecured creditors in this Case pursuant to Code § 1102.

21. **Customer Equipment.** All machinery and equipment delivered, either directly or indirectly, to Debtors by a Participating Customer or its respective customer or their affiliates or for which a Participating Customer or its respective customer or their affiliates has given consideration to Debtors in whole or in part.

22. **Customer Tooling.** All Tooling that is now being utilized to manufacture the Component Parts, whether pursuant to direct agreements between Debtors and Participating Customers or their respective customers or their affiliates or agreements between Debtors and third parties.

23. **Designated Equipment.** The equipment owned by Debtors and used by Debtors to produce Component Parts for a Participating Customers, which equipment (i) was identified by each Participating Customer in connection with the Accommodation Agreement, dated May 9, 2006, as amended, or (ii) is designated under the terms of this Order.

24. **Event of Default.** Any one or more of the following: (a) the occurrence of any Event of Default first arising after the Petition Date under Section 10.1 of the CEP Loan Agreement or Section 10.1 of the Thermoplastics Loan Agreement (other than by reason of Sections 10.1(g) or 10.1(h) of each Loan Agreement with respect to Debtors), as such Loan Agreements are amended and ratified by the Postpetition Agreement; (b) any Debtor fails to perform any of its obligations in strict accordance with the terms of this Order; (c) Debtors or Guarantors fail to comply with any of the Sale Covenants or fail to comply with any term of the sales procedures orders entered by the Court in connection therewith; (d) any Debtor, without Lender's consent, seeks the use of Cash Collateral other than in accordance with the terms of this Order; (e) any Debtor, without Lender's consent, files a motion to incur debt secured by a lien with priority equal to or superior to the Postpetition Liens or which is given superpriority administrative expense status under Code § 364(c) other than in accordance with the terms of this Order; (f) any Debtor files a motion to conduct a Code § 363 sale of all or part of the Aggregate Collateral on terms unacceptable to Lender; (g) commencement of any "Occupancy Period" under and as defined in the Access and Security Agreement; (h) any representation or warranty

made by Debtors in any certificate, report or financial statement delivered to Lender proves to have been false or misleading in any material respect as of the time when made or given (including by omission of material information necessary to make such representation, warranty or statement not misleading); (i) the Case is dismissed or converted to a case under chapter 7 of the Code; (j) Glass & Associates, Inc. is no longer serving as financial advisor to Debtors; (k) the appointment of a chapter 11 trustee that is not acceptable to Lender; or (l) Debtors file a chapter 11 plan that is not acceptable to Lender.

25. ***Exit Date.*** (a) October 31, 2006, with respect to Debtors' facilities in Vandalia, Ohio; (b) November 30, 2006, with respect to Debtors' facilities in Canton, Ohio, Lapeer, Michigan, Belleville, Ohio, and Crestline, Ohio; (c) January 31, 2006, with respect to Debtors' facilities in Middlefield, Ohio; and (d) with respect to any Sale Facility later recharacterized as a Closing Facility in accordance with this Order, ninety (90) days following the date of such recharacterization.

26. ***Final Hearing.*** The final hearing on the Motion conducted in accordance with Fed. R. Bankr. P. 4001.

27. ***Final Hearing Order.*** A final order authorizing Debtors to use Cash Collateral and incur Postpetition Debt entered at or in connection with the Final Hearing on terms acceptable to Lender.

28. ***First Priority Liens.*** Liens which are first priority, properly perfected, valid and enforceable security interests, which are not subject to any claims, counterclaims, defenses, setoff, recoupment or deduction, and which are otherwise unavoidable and not subject to avoidance or subordination pursuant to any provisions of the Code, applicable nonbankruptcy law, or any agreement.

29. **Guarantors.** Collectively, the Prepetition Guarantors and the Postpetition Guarantors.

30. **Initial Allocable Percentage.** The percentage of Postpetition Participations and Cash Infusions to be paid immediately after entry of this Order and allocated to each Assisting and Participating Customer as determined by BBK based upon each of Debtors' customer's percentage of normal production sales (on a plant by plant basis) for the 6 months ending June 30, 2006, as set forth on Exhibit C. The calculation of Initial Allocable Percentage, and Amended Allocable Percentages as applicable, shall be differentiated and applied between the daily funding requirements for operations (pursuant to the Budget), and the company wide overhead, Restructuring Costs and Wind Down Charges as follows:

- a. For operational funding requirements and the professional fee portion of the Restructuring Costs allocable to a specific facility – the appropriate percentages shall be calculated on a facility by facility basis based upon each Assisting and Participating Customer's actual percentage of an individual plant's normal production revenue for the six months ended June 30, 2006, adjusted for customers who are not Assisting or Participating Customers ("Excluded Customers").
- b. For manufacturing overhead not attributable to individual operations, controllable administrative overhead, Restructuring Costs (and the professional fee portion of the Restructuring Costs not allocable to a specific facility) and Wind Down Charges (not specifically allocated to a facility), such costs will be allocated to the Participating and Assisting Customers within an operating facility based on the following: first to each

operating facility based on Debtors' revenues for the six months ended June 30, 2006 adjusted for Excluded Customers; then each facility will allocate their apportioned cost to the respective Participating and Assisting Customers within that facility based on the six months ended June 30, 2006 adjusted for Excluded Customers.

- c. In no case shall the sum of the Initial Allocable Percentages for any facility be more or less than 100% of such facilities' daily funding requirements for operations (pursuant to the Budget), the company wide overhead, Restructuring Costs and Wind Down Charges.

31. **Loan Agreements.** Collectively, the CEP Loan Agreement and the Thermoplastics Loan Agreement.

32. **Motion.** The motion, filed by Debtors, seeking entry of this Order and the Final Hearing Order.

33. **Obligations.** Collectively, the "Obligations," as that term is defined in each of the Loan Agreements.

34. **Other Equipment.** Any equipment listed on the Appraisal other than the Designated Equipment being purchased.

35. **Participating Customer Participation Agreement.** That certain Subordinated Participation Agreement, dated June 30, 2006, by and between Participating Customers and Lender, and acknowledged by Debtors and Composite Parts Mexico S.A. de C.V., as amended by that certain First Amendment to Subordinated Participation Agreement, effective as of August 16, 2006, and as amended concurrently with the execution of the

Postpetition Agreement, and as otherwise amended hereafter from time to time with Lender's and Participating Customers' written consent.

36. **Participating Customers.** General Motors Corporation, Visteon Corporation, Delphi Automotive Systems, LLC and such other customers of Debtors party to the Participating Customer Participation Agreement from time to time with Lender's written consent.

37. **Permitted Liens.** Collectively, (a) liens in favor of third parties upon the Prepetition Collateral, which third-party liens, as of the Petition Date: (i) had priority under applicable law over the Prepetition Liens, (ii) were not subordinated by agreement or applicable law, and (iii) were non-avoidable, valid, properly perfected and enforceable as of the Petition Date; (b) the Carveout; and (c) the claim of the United States Trustee for the payment of fees under 28 U.S.C. § 1930(a).

38. **Petition Date.** September 20, 2006.

39. **Postpetition Agreement.** That certain Postpetition Agreement attached to this Order as Exhibit D, to be executed by and among Debtors and Lender to adopt and modify the terms of the Prepetition Documents (as applicable) to govern the Postpetition Debt, subject to the terms of this Order.

40. **Postpetition Charges.** All fees, costs, expenses, interest at the Interest Rate and other charges due or coming due in connection with the Postpetition Debt (regardless of whether such fees, costs, interest and other charges are included in the Budget), including all reasonable out-of-pocket filing and recording fees, attorneys' fees and paralegals' fees and expenses, external and internal audit fees and expenses, closing fees, unused facility fees, letter of credit fees, consultant, appraiser or financial advisor fees and expenses, and all other costs and expenses incurred by Lender in connection with the Postpetition Debt or otherwise due to Lender

under the Postpetition Agreement (including, without limitation, Section 3.6 thereof) or the other Postpetition Documents.

41. ***Postpetition Collateral.*** All of the real and personal property of Debtors of any description whatsoever, wherever located and whenever arising or acquired, including all cash, accounts, inventory, equipment, fixtures, chattel paper, general intangibles, all leaseholds, and all other Collateral (as that term is defined in the Loan Agreements) and all proceeds, rents, issues, profits and products, whether tangible or intangible, of any of the foregoing, including proceeds of insurance covering any of the foregoing.

42. ***Postpetition Debt.*** Collectively, (a) all indebtedness or Obligations of Debtors to Lender (or the Participating Customers upon full and final repayment in cash of all of Lender's interests in the Aggregate Debt) incurred on or after the Petition Date pursuant to this Order, the Postpetition Documents or otherwise, including any advances made by Lender to pay Allowable 506(b) Amounts, plus (b) the Postpetition Charges.

43. ***Postpetition Documents.*** Collectively, the Prepetition Documents, Participating Customer Participation Agreement, and Postpetition Guarantees, as ratified and amended by the Postpetition Agreement, or otherwise modified from time to time with Lender's written consent.

44. ***Postpetition Guarantees.*** Those certain guarantees to be executed by Debtors and CEP Latin America, LLC, and all other direct and indirect subsidiaries of Holdings (excluding CEP Mexico) in favor of Lender in connection with the execution of the Postpetition Agreement.

45. ***Postpetition Guarantors.*** Collectively, Debtors, CEP Latin America, LLC, and all other direct and indirect subsidiaries of Holdings (excluding CEP Mexico).

46. ***Postpetition Liens.*** First Priority Liens in the Aggregate Collateral, subject only to Permitted Liens.

47. ***Postpetition Participations.*** The subordinated participations purchased by the Participating Customers in the “Overadvance Sublimit” pursuant to the Participating Customers Subordinated Participation Agreement, as amended in connection with the execution of the Postpetition Agreement.

48. ***Prepetition Collateral.*** All of the “Collateral” (as that term is defined in the Prepetition Loan Agreements) and all of the “Pledged Collateral” (as that term is defined in the Pledge Agreement by and between Holdings and Lender dated as of August 16, 2005 and in the Pledge Agreement by and between CEP and Lender dated as of December 21, 2005) existing as of the Petition Date subject to the Prepetition Liens, and all proceeds, rents, issues, profits and products thereof.

49. ***Prepetition Debt.*** Collectively, (a) all indebtedness or Obligations under the Prepetition Documents as of the Petition Date, including all fees, costs, interest, and expenses as and when due and payable; plus (b) all Allowable 506(b) Amounts related to the Prepetition Debt.

50. ***Prepetition Documents.*** The Loan Agreements and all “Loan Documents” (as that term is defined in the Loan Agreements).

51. ***Prepetition Guarantees.*** Collectively, that certain Amended and Restated Guarantee dated as of December 21, 2005, executed by Holdings in favor of Lender, that certain Guarantee dated as of December 21, 2005, executed by Thermoplastics in favor of Lender and that certain Guarantee dated as of December 21, 2005, executed by CEP in favor of Lender, each as ratified by the applicable Prepetition Guarantor pursuant to the Postpetition Agreement.

52. **Prepetition Guarantors.** Collectively, Debtors, as parties to the Prepetition Guarantees.

53. **Prepetition Liens.** Lender's asserted security interests in the Prepetition Collateral under the Prepetition Documents, subject only to Permitted Liens.

54. **Replacement Liens.** First Priority Liens in the Postpetition Collateral granted to Lender pursuant to this Order, subject only to the Postpetition Liens and the Permitted Liens.

55. **Resourcing Completion Notice.** Written notice from a Participating Customer that it has completed resourcing the production of Component Parts at a Closing Facility, and that such Participating Customer shall not provide Cash Infusions with respect to such facility for any future calendar months, and identifies all Designated Equipment at such facility that such Participating Customer has elected to purchase on the terms set forth in this Order.

56. **Restructuring Charges.** Those charges listed on Exhibit F attached hereto as the same be increased by mutual agreement of Debtors and Participating Customers but subject to the ultimate approval of the Court.

57. **Sale Covenants.** The terms and provisions regarding the sale of substantially all of Debtors' respective assets at the Sale Facilities and Closing Facilities set forth in Paragraphs 12 and 13 of this Order, respectively.

58. **Sale Facilities.** The facilities that the Participating Customers will designate as Sale Facilities pursuant to this Order, and which will be marketed as going concerns to be sold by December 19, 2006.

59. **Termination Date.** The earliest to occur of: (a) the date on which Lender provides, via facsimile or overnight mail, written notice to counsel for Debtors, counsel to Participating Customers, and counsel for any unofficial committee or Committee of the occurrence of an Event of Default (or, if any cure period is applicable with respect to such Event of Default, the expiration of such cure period), pursuant to which notice Lender has elected to declare the occurrence of the Termination Date; (b) if this Order is modified at the Final Hearing in a manner unacceptable to Lender, the date of the Final Hearing; (c) three business days after the Final Hearing; and (d) the later of (i) the date the sale of the last of the Closing Facilities closes or (ii) the date the sale of the last of the Sale Facilities closes.

60. **Thermoplastics Loan Agreement.** That certain Loan and Security Agreement dated as of December 21, 2005 by and between Thermoplastics Acquisition, LLC and Lender, as amended (modified and supplemented from time to time).

61. **Tooling.** All tooling, dies, test and assembly fixtures, jigs, gauges, patterns, casting patterns, cavities, molds, racks, dunnage and documentation including engineering specifications and test reports together with any accessions, attachments, parts, accessories, substitutions, replacements and appurtenances.

62. **Wind Down Charges.** Those charges listed in Exhibit G attached hereto and as the same may be increased by mutual agreement of the Debtors and Participating Customers.