

**EXHIBIT C**

**Access and Security Agreement**

## **ACCESS AND SECURITY AGREEMENT**

### **(Creative Engineered Polymer Products, LLC and affiliates)**

Creative Engineered Polymer Products, LLC, CEP Holdings, LLC, Composite Parts Mexico S.A. de C.V. and Thermoplastics Acquisition, LLC (collectively, "Supplier"); and General Motors Corporation ("GM"), Visteon Corporation ("Visteon"), Delphi Automotive Systems, LLC ("Delphi," and together with GM and Visteon, the "Customers") enter into this Agreement on May 9, 2006.

### **RECITALS**

A. The Customers purchase products (the "Component Parts") from Supplier in accordance with the terms and conditions of purchase orders, supply agreements and/or releases issued by the Customers to Supplier (individually, a "Purchase Order" and collectively, the "Purchase Orders").

B. Wachovia Capital Finance Corporation (Central) ("Lender") has provided substantially all of Supplier's working capital requirements pursuant to various loan and security agreements (the "Loan Documents"). Supplier has notified Customers that it has defaulted under the Loan Documents and that its financial trouble may interrupt the supply of the Component Parts without accommodations from the Customers.

C. The Customers and Lender have agreed to provide certain accommodations to Supplier to enable Supplier to continue operations. Accordingly, the Customers, Lender and Supplier have entered into a certain Accommodation Agreement (the "Accommodation Agreement").

D. In consideration for the Customers agreeing to provide the above-referenced accommodations, the Customers have requested that Supplier provide them with certain assurances and acknowledgments to induce the Customers to defer from immediately exercising any rights they may have under the Purchase Orders to resource production of the Component Parts.

E. Supplier acknowledges that any material delay in production of the Component Parts or default under the Purchase Orders will cause the Customers irreparable harm.

F. The Customers and Supplier are entering into this Agreement to afford the Customers the right to use certain of Supplier's assets as provided below if a "Default" (as defined below) occurs.

**BASED ON THE FOREGOING RECITALS** which are incorporated as representations and warranties of the parties, and other good and valuable consideration, the receipt and sufficiency of which are acknowledged, the Customers and Supplier agree as follows:

## **TERMS AND CONDITIONS**

1. **Defined Terms.** In addition to those terms defined elsewhere in this Agreement, the following terms have the indicated meanings, unless the context otherwise requires:

"**Accounts**" means (i) all accounts receivable, contract rights, book debts, notes, drafts, instruments, documents, acceptances, payments under leases and other forms of obligations, now owned or hereafter received or acquired by or belonging or owing to Supplier (including under any trade name, styles, or division thereof) whether arising out of goods sold or leased or services rendered by Supplier or from any other transaction, whether or not the same involves the sale of goods or services by Supplier (including, without limitation, any such payment obligation or right to payment which might be characterized as an account, contract right, general intangible, or chattel paper by-law in effect in any jurisdiction); (ii) all monies due to or to become due to Supplier under all contracts for the sale or lease of goods or the performance of services by Supplier (whether or not yet earned by performance on the part of Supplier) now in existence or hereafter arising; and (iii) deposit accounts, insurance refunds, tax refunds, tax refund claims and related cash and cash equivalents, now owned or hereafter received or acquired by or belonging or owing to Supplier.

"**Chattel Paper**" means all "chattel paper" as defined in Section 9-102(a)(11) of the Code (defined below).

"**Code**" means the Uniform Commercial Code as in effect in the State of Michigan as of the date of this Agreement.

"**Component Parts**" or individually, "**Component Part**", shall mean all goods to be manufactured or produced for or sold to the Customers pursuant to the terms of the Purchase Orders.

"**Contract Rights**" means all rights of Supplier (including to payment) under each "Contract" (defined below).

"**Contracts**" or individually, "**Contract**", shall mean, any licensing agreements and any and all other contracts, supply agreements, or other agreements in or under which Supplier may now or hereafter have any right, title, or interest and which pertain to the lease, sale, or other disposition by Supplier of "Equipment" (defined below), "Inventory" (defined below), fixtures, real property, or the right to use or acquire personal property, as any of the same may from time to time be amended, supplemented, or otherwise modified.

"**Default**" means any of the following events:

- a. Supplier acknowledges in writing that it is unable or unwilling to timely satisfy the respective delivery requirements of any Component Part as required by any Purchase Order and/or related releases of the Customers;

- b. Supplier files a case under Chapter 7 case of the Bankruptcy Code, or a Chapter 11 case in which Supplier is the debtor is converted to a Chapter 7 case, or a Chapter 11 Trustee is appointed;
- c. Supplier makes an assignment for the benefit of creditors or a similar transfer of or action involving any of the "Operating Assets" (defined below) or the "Real Estate" (defined below), or a trustee, custodian or receiver is appointed over all or substantially all of Supplier's property;
- d. Supplier ceases to satisfy a Customer's normal and customary standards for quality, service or delivery of Component Parts pursuant to releases issued by that Customer to Supplier in accordance with the Purchase Orders;
- e. Supplier fails or refuses for any reason to ship or produce any Component Part, the consequence of which is that there is an imminent risk that production of Component Parts at any plant of any Customer will be interrupted;
- f. Any secured or lien creditor obtains a judgment or other court order with respect to a foreclosure, claim and delivery or replevin action, or otherwise seeks to enforce, its liens, security interests and/or mortgages in or against any of the "Operating Assets" (defined below), the consequence of which is that there is an imminent risk that production of Component Parts at any plant of any Customer will be interrupted;
- g. Any material breach or material default of the Accommodation Agreement by Supplier; or
- h. Lender ceases providing funding to Supplier for any reason, and Supplier does not have in place adequate alternative financing.

**"Documents"** means all documents of title now owned or hereafter acquired by Supplier.

**"Equipment"** means any "equipment", as that term is defined in Section 9-102(a)(33) of the Code, now or hereafter owned by Supplier, and shall also mean and include all machinery, equipment, vehicles, furnishings, and fixtures (as such terms are defined in Section 9-102 of the Code) now owned or hereafter acquired by Supplier, including, without limitation, all items of machinery and equipment of any kind, nature and description, whether affixed to real property or not, as well as all additions to, substitutions for, replacements of or accessions to any of the foregoing items and all attachments, components, parts (including spare parts), and accessories whether installed thereon or affixed thereto.

**"General Intangibles"** means customer lists, rights in intellectual property, goodwill, trade names, service marks, trade secrets, patents, trademarks, copyrights, applications therefore, permits, licenses, now owned or hereafter acquired by Supplier, but excluding items described in the definition of Accounts.

**"Instruments"** means all instruments now owned or hereafter acquired by Supplier.

**"Intellectual Property"** means all now existing or hereafter acquired patents, trademarks, copyrights, inventions, licenses, discoveries, processes, know-how, techniques, trade secrets, designs, specifications and the like (regardless of whether such items are now patented or registered, or registerable, or patentable in the future), and all technical, engineering, or other information and knowledge, production data and drawings.

**"Inventory"** means all goods and other personal property now or hereafter owned by Supplier which are leased or held for sale or lease or are furnished or are to be furnished under a contract of service or which constitute raw materials, work in process or materials used or consumed or to be used or consumed in Supplier's business, or in the processing, packaging or shipping of the same, and all finished goods.

**"Obligations"** means Supplier's obligations to the Customers to afford the Customers' Right of Access and use of the Operating Assets and the Real Estate under this Agreement.

**"Operating Assets"** means all assets used by Supplier for production of the Component Parts, wherever located, including Equipment, Contract Rights, Real Estate and General Intangibles, but specifically excluding any Accounts, Inventory, Documents, Instruments, Chattel Paper and "Proceeds" (defined below) of such excluded items and the Proceeds of General Intangibles.

**"Proceeds"** shall have the meaning provided it under the Code and, in any event, shall include, but not be limited to: (i) any and all proceeds of any insurance, indemnity, warranty, or guaranty payable to Supplier from time to time with respect to any of the "Collateral" (defined in paragraph 2 below); (ii) any and all payments (in any form whatsoever) made or due and payable to Supplier from time to time in connection with any requisition, confiscation, condemnation, seizure, or forfeiture of all or any part of the Collateral by any governmental body, authority, bureau, or agency (or any Person acting under color of governmental authority); and (iii) any and all other amounts from time to time paid or payable under or in connection with any of the Collateral.

**"Real Estate"** means collectively the real property located at the following locations, (each individually referred to as a "Facility" or more than one Facility as "Facilities"), owned or leased by Supplier:

- a. 31572 Industrial Road, Suite 300, Livonia, MI 48150
- b. 8707 Samuel Barton Drive, Belleville, MI 48111
- c. 3131 Columbus Rd., NE, Canton, OH 44705
- d. 900 S. Wiley St., Crestline, OH 44827
- e. 290 McCormick, Lapeer, MI 48446
- f. 15332 Old State Road, Middlefield, OH 44062

- g. 1401 Industrial Park Drive, Tuscaloosa, AL 35401
- h. 119 East Dayton Street, West Alexandria, OH 45381
- i. 985 Falls Creek Drive, Vandalia, OH 45377
- j. 15 Myrtle Drive, Bishopville, SC 29010
- k. Avenida Victor Hugo #330, Fraccionamiento Complejo Industrial Chihuahua, Chihuahua, Chihuahua, Mexico, C.P. 31109
- l. Blvd. Futura #120, Dynatech South Industrial Park, Hermosillo, Sonora, Mexico

2. Grant of Liens and Security Interests. As collateral security for the Obligations, Supplier hereby grants to the Customers a continuing security interest in the Operating Assets and the Real Estate which is owned by Supplier, whether now owned or hereafter acquired by Supplier, or in which Supplier now has or at any time in the future may acquire, any right, title or interest (the "Collateral"). Further, Supplier hereby grants the Customers permission to record on Supplier's behalf financing statements evidencing such security interest in any forum and with any agency or registrar the Customers deem appropriate. The security interest granted to the Customers in the Operating Assets shall be junior and subordinate to the liens, security interests granted to and other interests of Lender (and any other security interest perfected before the date of this Agreement) in all respects, but in all cases, Lender's exercise of their respective rights and remedies with respect to their respective liens and security interests against the Operating Assets and the Real Estate are subject to the terms of this Agreement.

3. Right of Access.

a. General. Supplier hereby grants the Customers or their designee(s) the right, but not the obligation, to use and occupy the Operating Assets and the Real Estate to manufacture Component Parts ("Right of Access") at all or any of the Facilities set forth in the definition of Real Estate, at the sole discretion of the Customers or a Customer for a period commencing upon the delivery of an Access Notice (as defined herein) and ending upon the later of (i) 240 days or (ii) December 31, 2006 (the "Occupancy Period"). Upon the occurrence of a Default, any of the Customers may exercise the Right of Access by delivering written notice (the "Access Notice") prior to the Termination Date (as defined in Section 15) to Supplier and Lender, indicating its intention to exercise the Right of Access and specifying the Facility or Facilities subject to such Access Notice. The Customers shall have no right to sell, transfer, or dispose of any of the Operating Assets or the Real Estate as part of the Right of Access. The Right of Access may be exercised as to one or more of Supplier's Facilities (on an entire plant basis). If the Right of Access is not exercised as to all of Supplier's Facilities, subject to the terms of this Agreement (including, without limitation, Section 15), it may be exercised thereafter as to an additional Facility or Facilities if a Default exists at such Facility.

b. The Customers' Obligations. If any of the Customers exercises the Right of Access for itself or its designee (the "Exercising Customer"), the Exercising Customer, or

its designee, as appropriate, shall as to each Facility in which the Exercising Customer has exercised its Right of Access (in addition to the obligations set forth in Section 3(c)(i)):

- (i) use such reasonable care in the custody and preservation of the Operating Assets and the Facility as a prudent owner would use in connection with the custody and preservation of its own assets, and indemnify, defend and hold Lender and Supplier and their respective officers, directors, agents and employees, and the owners of the Facility, harmless from any damage to property (including the Operating Assets and the Facility) or injury suffered by third parties, Lender or Supplier, caused by the Exercising Customer's or their designee's use of the Operating Assets and the Facility during the Occupancy Period or the exercise of the Exercising Customer's rights under this Agreement, including, without limitation, any damages related to the Exercising Customer's or its sublicensee's use of the Supplier's Intellectual Property; provided, however, that the foregoing obligation shall not apply to claims arising out of or related to conditions which existed prior to the Occupancy Period;
- (ii) not interfere with Lender's exercise of any rights and remedies with respect to any collateral other than the Operating Assets and Facility subject to a properly exercised Right of Access and, in furtherance thereof, permit reasonable access to the Facility; provided that in no event shall the exercise of such rights and remedies interfere with production of the Component Parts during the Occupancy Period;
- (iii) insure and maintain the Operating Assets and the Facility as required under the Loan Documents between Supplier and Lender and in the same condition as existed on the date the Exercising Customer(s) exercised the Right of Access, ordinary wear and tear excepted, naming Lender as the loss payee;
- (iv) in lieu of the Purchase Order price set forth in the Purchase Orders, pay its allocable share of the actual costs and expenses incurred in connection with the manufacturing of the Component Parts and the occupancy of each accessed Facility during the Occupancy Period, including, without limitation, utilities and other overhead expenses; prorated property taxes and assessments attributable to the accessed Operating Assets and Facility; any payments due on account of any of the Facilities that are leased from third parties not affiliated with Supplier; and an occupancy charge ("Access Fee") for the use of the applicable accessed Operating Assets and Facility, which Access Fee is reflected for each Facility in Schedule 3(b)(v), and which shall be paid to Lender for application to Supplier's account;
- (v) subject to the Exercising Customer's or their designee's right to use and occupy the Operating Assets and the Facility during the Occupancy

Period, afford Supplier's representatives (and representatives of Lender, secured creditors or mortgagees of the Operating Assets and/or the Facility) reasonable access to inspect the Operating Assets and the Facility, to market, sell or otherwise realize upon the Operating Assets and the Facility, to prepare for a liquidation of the Operating Assets and the Facility at the end of the Occupancy Period, and to sell any asset other than the Operating Assets and the Facility prior to expiration of the Occupancy Period;

- (vii) subject to Supplier's other customers ("Other Customers" or individually "Other Customer" which shall include any Customer other than an Exercising Customer) agreeing to: (a) make payment to the Exercising Customer(s) or their designee(s) on account of such Other Customer's allocable share of overhead and related expenses and all direct expenses related to such Other Customer's production including expenses under (c)(i) below; and (b) Supplier and Lender making the Operating Assets and the Facility available for use during the Occupancy Period, the Exercising Customer(s) agrees, for itself and its designee(s), to produce component parts for such Other Customers during the Occupancy Period. If such Other Customers do not agree as aforesaid, the Exercising Customer(s) agrees to provide such Other Customers immediate access to the applicable Facilities of Supplier to remove their respective tooling owned by such Other Customers, provided such Other Customers do not materially interfere with the production of the Component Parts. Further, the Other Customers may participate in this Agreement on terms acceptable to the Customers and Lender; and
- (viii) observe all applicable laws, rules, regulations and ordinances relating to the use and occupancy of the Operating Assets and the Facility, and to the manufacturing, processing and shipping of the Component Parts.

c. If any of the Customers exercise their respective Right of Access, Supplier shall comply with the following as to each Facility in which such Customer has exercised its Right of Access:

- (i) At the Exercising Customer's election and in its sole discretion, Supplier shall use its best efforts to continue to employ those of its employees which the Exercising Customer(s) determines are necessary to maintain production of the Component Parts (the "Employees") and in turn lease the Employees to the Exercising Customer(s) or the Exercising Customer's designee(s), and the Exercising Customer(s) or their designee(s) shall pay in advance Supplier for all costs and expenses relating to Supplier's employment of the Employees incurred during the Occupancy Period. Without limiting the generality of the foregoing, the Exercising Customer(s) or their designee(s) shall pay Supplier in advance all amounts incurred by Supplier to meet its regular and overtime payroll obligations, including salaries, wages, payroll taxes, workers' compensation,



unemployment insurance, disability insurance, welfare, pension and other payments and contributions required to be made by Supplier with respect to the Employees, which are incurred during the Occupancy Period, but in no event will the Exercising Customer(s) be liable for any costs for unfunded pension liability or other obligations relating to service prior to the time the Exercising Customer(s) exercises their Right of Access. Notwithstanding the foregoing, under no circumstances will the Exercising Customer(s) be responsible for reimbursing Supplier for costs and expenses relating to Supplier's employment of the Employees to the extent the Employees are performing, services wholly unrelated to the production of the Component Parts;

- (ii) During the Occupancy Period, Supplier shall not increase compensation or benefits of the Employees without the prior written consent of the Exercising Customer(s) except as may be required by applicable law or preexisting contract;
- (iii) Supplier shall indemnify, defend and hold the Customer(s), their designee(s) and their respective employees and agents harmless from any and all costs, expenses (including reasonable attorneys' fees), losses, damages, liabilities or injury arising from claims or liabilities arising or accruing prior to the date of the Exercising Customer's exercise of the Right of Access, regardless of when such claims are asserted;
- (iv) During the Occupancy Period, Supplier agrees that the Customers and their designee(s) and respective agents and representatives shall have full and complete access to Supplier's books and records for the purposes of confirming and calculating the amounts due, if any, from the Customers under this Agreement; and
- (v) During the Occupancy Period, Supplier will not relocate, sell or otherwise dispose of any of the Operating Assets, other than in the ordinary course of business, or the Facility, or take any other action that would result in the Operating Assets or the Facility being unavailable to the Exercising Customer(s) during the Occupancy Period; provided however that nothing herein shall impair the right of Supplier to market and sell its business and related assets, including the Operating Assets and the Facility, so long as such purchaser agrees to not impair any Customer's Right of Access under this Agreement or right to use the Operating Assets and the Facility during the Occupancy Period.

d. Right to Terminate. The Exercising Customer(s) shall have the absolute right to terminate the Right of Access relating to any Facility upon fifteen business (15) days prior written notice to Supplier and Lender. If more than one of the Customers is an Exercising Customer, then each Exercising Customer may exercise its right to terminate independently. Upon expiration of the notice period, the Occupancy Period will

terminate and the Exercising Customer(s) will ensure that the Operating Assets and the Facility are left in a safe and secure state. Except for the Exercising Customer's obligation under subparagraphs (b)(i) and (b)(ii) and payment of any amounts payable under subparagraphs (b)(i) through (viii) above not paid as of the termination of the Occupancy Period by the Exercising Customer exercising its right to terminate as to each Facility, the Exercising Customer exercising its right to terminate (but not the remaining Exercising Customers) shall have no further obligations or liabilities to Supplier or Lender on account of the Right of Access relating to such Facility, except as otherwise expressly set forth in this Agreement or the Accommodation Agreement.

e. Specific Performance. IN CONNECTION WITH ANY ACTION OR PROCEEDING TO ENFORCE THE RIGHT OF ACCESS, SUPPLIER ACKNOWLEDGES THAT THE CUSTOMERS WILL NOT HAVE AN ADEQUATE REMEDY AT LAW, THAT THE OPERATING ASSETS AND THE FACILITIES ARE UNIQUE AND THAT THE CUSTOMERS SHALL BE ENTITLED TO SPECIFIC PERFORMANCE OF SUPPLIER'S OBLIGATIONS TO AFFORD THE CUSTOMERS RIGHT OF ACCESS UNDER THIS AGREEMENT.

f. Appointment of Receiver. Subject to any stay in a bankruptcy proceeding in addition to any rights and remedies the Customers may have as secured creditor under the terms of this or any other agreement between the Customers and Supplier, the Customers shall have the right to the appointment of a receiver to effectuate the Right of Access only and for no other purpose. In connection with any hearing on the appointment of a receiver, Supplier agrees that at least one business day actual notice of any request for a hearing on such appointment shall be adequate notice and that the only issue to be litigated at the hearing will be whether or not a Default has occurred.

g. Irreparable Harm; Limitation of Notice. SUPPLIER ACKNOWLEDGES THAT THE CUSTOMERS WILL SUFFER IRREPARABLE HARM IF THEY EXERCISE THE RIGHT OF ACCESS AND SUPPLIER FAILS TO COOPERATE WITH THE CUSTOMERS. ACCORDINGLY, PROVIDED THAT SUPPLIER RECEIVES AT LEAST FORTY-EIGHT (48) HOURS, BUT NOT LESS THAN ONE BUSINESS DAY, ACTUAL NOTICE OF ANY REQUEST FOR HEARINGS IN CONNECTION WITH PROCEEDINGS INSTITUTED BY THE CUSTOMERS, SUPPLIER WAIVES, TO THE FULLEST EXTENT POSSIBLE UNDER APPLICABLE LAW, THE RIGHT TO NOTICE IN EXCESS OF 48 HOURS, BUT NOT LESS THAN ONE BUSINESS DAY, IN CONNECTION WITH ANY JUDICIAL PROCEEDINGS INSTITUTED BY THE CUSTOMERS TO ENFORCE THE RIGHT OF ACCESS.

4. Obligation to Purchase Inventory. If a Customer elects to exercise a Right of Access, Customer shall purchase and Supplier shall sell all raw materials, work-in-process and finished goods inventory at the prices and on the terms set forth in the Accommodation Agreement.

5. License. This paragraph 5 does not limit any rights granted the Customers in the Purchase Orders but is intended to expand those rights. If necessary subject to subsection (a) below, Supplier hereby grants the Customers, and such sublicensees as the Customers require to

produce the Component Parts, a non-exclusive worldwide, irrevocable, fully paid right and license to use any Intellectual Property to develop and manufacture the Component Parts for the Customers' use during the Occupancy Period and/or use by third parties during the Occupancy Period (the "License"). The Customers' right to use the License shall include the right to grant one or more third parties sublicenses for the manufacture of the Component Parts, provided, however, that any sublicensee must satisfy the terms of this Agreement and sublicensing will have no effect on the Customers' obligations under this Agreement. Nothing herein shall permit Customers or their sublicensees to assign or otherwise dispose of the License or other rights in the Intellectual Property.

a. Right to Use License. Although the License is being granted to the Customers as of the date set forth above, the Customers agree that neither they nor their sublicensees shall be permitted to utilize the License unless one or more of the Customers exercises the Right of Access (and then they will only use the License during the Occupancy Period after which the rights granted in paragraph 5 above automatically expire and shall be of no further force and effect).

b. No Royalty. For all purposes, Supplier has been fully paid for the License and other rights granted to the Customers under this Agreement and no royalties, fees, payments, charges or other consideration shall be due from the Customers on account of the License or this Agreement or the Customers' (or sublicensee's) use of the License or other rights granted pursuant to this Agreement (except as otherwise provided in this Agreement). The foregoing is not intended to relieve the Customers in any way of payment obligations otherwise provided in this Agreement, in the Accommodation Agreement or which may otherwise exist.

c. Protection of Ownership. The Customers shall treat and preserve, and shall use commercially reasonable efforts to cause any sublicensee to treat and preserve, the Intellectual Property in accordance with the same practices employed by the Customers to safeguard their own respective intellectual property against unauthorized use and disclosure. The foregoing obligations of the Customers shall not be applicable to information which is now or becomes hereafter available to the public through no action, conduct, omission or fault of the Customers. Upon termination of the Occupancy Period, all drawings, documents and other information related to the Intellectual Property, that the Customers do not otherwise retain the right to under their Purchase Orders, shall be returned to Supplier. The provisions of this paragraph shall survive termination of this Agreement.

6. Protection of Production. Subject to the limitations imposed by Section 1.3 of the Accommodation Agreement, the Customers shall have the unlimited right to, among other things, enter into discussions, negotiations, and agreements regarding the production of the Component Parts by any potential alternative supplier(s), including without limitation, any current or former agents, consultants, directors, employees, or officers of Supplier.

7. Rights of the Customers; Limitations on the Customers' Obligations. Unless the Customers exercise their Right of Access, in which case the Customers shall have the obligations outlined in this Agreement, the Customers shall not have any obligation or liability by reason of

or arising out of this Agreement nor shall the Customers be required or obligated in any manner to perform or fulfill any of the obligations of Supplier under this Agreement.

8. Remedies. Subject to the terms of paragraph 2 above, upon a Default and the expiration of any applicable cure periods, the Customers and Supplier shall have all rights and remedies provided in this Agreement, in any other agreements between the Customers and Supplier, and the Customers shall have all rights and remedies available to a secured creditor under applicable law. Further, in connection with the Customers' rights and remedies under this Agreement:

- a. Supplier waives any right it may have to require the Customers to foreclose their security interests and liens and/or reduce the Obligations to a monetary sum;
- b. Any Exercising Customer shall be treated as a secured party in possession and the Exercising Customer's use and occupancy of the Operating Assets will not be deemed to be acceptance of such assets in satisfaction of the Obligations; and
- c. All of the Customers' rights and remedies under this Agreement are cumulative and not exclusive of any rights and remedies under any other agreement or under applicable law.

9. Injunctive Relief. Given that the Customers will incur significant damages if Supplier fails to timely satisfy its obligations to the Customers and the Customers' assembly plant operations will be negatively impacted, and because the Customers do not have an adequate remedy at law and would be irreparably harmed by such events, Supplier agrees that the Customers shall be entitled to injunctive relief (both prohibitive and mandatory) in connection with any violations by Supplier of any terms or conditions of this Agreement. The Customers shall provide prompt written notice to Lender of any such injunctive proceedings.

10. Bankruptcy Court Approvals. In the event that Supplier files a petition for relief under Chapter 11 of the Bankruptcy Code, Supplier hereby agrees that it will, immediately upon filing of the bankruptcy petition, exercise its best efforts in good faith to obtain the Bankruptcy Court's entry of a final Order under 11 U.S.C. § 364 or § 363 and § 105, binding on any subsequently appointed Chapter 11 or Chapter 7 trustee, (a) approving this Agreement, (b) confirming the Customers' rights under this Agreement and (c) authorizing Supplier to enter into same.

11. Representations and Warranties. Supplier represents and warrants to the Customers that:

- a. Title; No Other Security Interests. Except for the security interest granted under this Agreement to the Customers, the liens and security interests granted to Lender, and the liens and security interests granted any other secured party of record, Supplier owns the Collateral free and clear of any and all security interests or claims of others.
- b. Addresses. Creative Engineered Polymer Products, LLC, CEP Holdings, Thermoplastics Acquisition, LLC and Composite Parts S.A. de C.V. have a corporate address of 3560 West Market Street, Akron, Ohio 44333. The Collateral is located at this

address and at the other locations listed in paragraph 1. The location of the Collateral shall not be changed without prior written notice to the Customers, and the Operating Assets, wherever located, are covered by this Agreement. Supplier must immediately advise the Customers in writing of any change in its name, trade name, address, or form of organization.

c. Trade Names. Any and all trade names under which Supplier transacts any part of its business, and all former names of Supplier, are those which have been previously disclosed to the Customers in writing.

d. Accuracy of Information. All information, certificates, or statements given to the Customers under this Agreement must be true and complete in all material respects, when given.

12. Covenants. Supplier covenants and agrees with the Customers that from and after the date of this Agreement until the Obligations are fully performed:

a. Further Documentation. At any time and from time to time, upon the written request of the Customers, and at Supplier's sole expense, Supplier will promptly and duly execute and deliver any and all such further instruments and documents and take such further action as the Customers may reasonably request for the purpose of obtaining the full benefits of this Agreement and of the rights and powers herein granted. Further, Supplier hereby grants each Customer a power of attorney to execute on its behalf and file necessary financing or continuation statements under the Code to perfect the security interest granted hereby and authorizes the filing of such Financing Statements.

b. Payment of Obligations. Prior to an exercise of the Right of Access by the Customers, if any, Supplier will pay promptly when due, all taxes, assessments and governmental charges or levies imposed upon the Operating Assets and the Real Estate or in respect of Supplier's income or profits, as well as all other claims of any kind against or with respect to the Operating Assets and the Real Estate.

c. Sales or Dispositions of Assets; Certain Uses Prohibited Supplier. During the term of this Agreement, without the written consent of the Customers and Lender, Supplier will not: (i) sell or otherwise dispose of any of the Operating Assets or the Real Estate except in the ordinary course of business or as otherwise set forth herein, with the exception of facilities that are closed or consolidated with the reasonable advance approval of the involved Customer(s); (ii) encumber the Operating Assets or the Real Estate; or (iii) use any of the Operating Assets or the Real Estate in any way which would adversely affect the Customers' Right of Access or the Customers' other rights and remedies under this Agreement. Supplier acknowledges and agrees that it will be reasonable for the Customers to withhold consent if the proposed sale or encumbrance materially impairs, or may materially impair, the Customers' rights under this Agreement or the Purchase Orders. Notwithstanding the foregoing, nothing herein shall impair the right of Supplier to market and sell its business and related assets, including the Operating Assets and the Real Estate, so long as such purchaser agrees to not impair any

Customer's Right of Access under this Agreement or right to use the Operating Assets and the Real Estate during the Occupancy Period.

d. Limitations on Modifications of Agreements, etc. Supplier will not, other than in the ordinary course of business: (i) amend, modify, terminate, or waive any provision of any Contract which might materially adversely affect the Customers' Right of Access; or (ii) fail to exercise promptly and diligently each and every right which it may have under each Contract in any manner which could materially adversely affect the Customers' Right of Access or the Customers' other rights or remedies under this Agreement.

e. Maintenance of Insurance. Supplier must, at its expense, keep and maintain the Operating Assets and the Real Estate insured against all risk of loss or damage from fire, theft, malicious mischief, explosion, sprinklers, and all other hazards or risks of physical damage included within the meaning of the term "extended coverage" in amounts as are ordinarily insured against by other similar businesses and shall name Lender and the Customers as loss payees and additional insureds thereon.

f. Right of Inspection; Cooperation. In addition to any rights the Customers may have under the Purchase Orders, the Customers and their representatives shall, upon reasonable request and at reasonable times, have the right to enter into and upon any premises where any of the Collateral, including the Operating Assets, are located for the purpose of inspecting the same and observing their use. The Customers will take reasonable steps to maintain the confidentiality of information obtained by the Customers (and any third party to whom the Customers provide such information), except as required by law.

g. Notice of Default. Supplier will provide immediate written notice to the Customers, by way of facsimile transmission or e-mail and overnight express mail service, of its or its attorneys' or agents' receipt of any notice of default under Supplier's agreements with Lender or any other secured creditors including but not limited to taxing authorities. Supplier hereby grants to the Customers the option, but not the obligation, to exercise whatever rights to cure defaults that Supplier has under such agreements or by law.

13. Amendment to Purchase Orders. The purpose of this Agreement is to preserve the rights and interest of the Customers under the Purchase Orders and, by entering into this Agreement, the Customers are not waiving or limiting their rights under the Purchase Orders. This Agreement shall be deemed to be incorporated by reference into, and shall constitute an amendment to all existing and future Purchase Orders regardless of whether any specific reference to this Agreement is made in any such Purchase Orders. To the extent that any term or provision in this Agreement is inconsistent with any term or condition of all such Purchase Orders, the terms and conditions of this Agreement, shall control.

14. Secured Party and Lessor Acknowledgments.

a. Supplier shall obtain Lender's acknowledgment to the rights and interests granted to the Customers under this Agreement by providing the Customers a copy of a form

substantially similar to Schedule 14(a) (attached) executed by a duly authorized representative of Lender on the date of this Agreement.

b. If subsequent to the execution of this Agreement, Supplier intends to grant additional or further security interests, liens or mortgages in the Operating Assets or the Real Estate to any party other than the Customers, ten (10) business days prior to granting such liens, security interests, mortgages, or leaseholds, Supplier must deliver to the Customers an acknowledgment from such secured creditors, mortgagees, and/or lessees in a form substantially similar to Schedule 14(a).

c. Supplier will use its best efforts to deliver to the Customers acknowledgements of the lessors of leased Real Property to the Customers' rights hereunder, in a form substantially similar to Schedule 14(c) (attached) within ten (10) business days of the date of this Agreement.

15. Term. The Customers shall have the right to exercise their Right of Access until the "Termination Date", which is that calendar date 135 days from the date of this Agreement; however, once the Right of Access has been invoked at a given Facility by a Customer, the rights granted to that Exercising Customer under this Agreement relating to that Facility expire at the termination of the Occupancy Period for that Facility. The exercise of a Right of Access by a Customer at a Facility shall not extend the time for other Customers to exercise their Right of Access at such Facility, or extend the time for any Customer to exercise a Right of Access at another Facility. On the earlier of either the Termination Date (if an Access Notice is not delivered prior to the Termination Date) or the expiration of the last Occupancy Period (if an Access Notice is delivered prior to the Termination Date), the Customers shall promptly release the lien and security interest granted in paragraph 2 above and this Agreement shall be deemed terminated. Expiration or earlier termination of the Term of this Agreement shall not affect the indemnification obligations of the Customers or any other provision hereof that expressly survives termination.

16. Confidential Information and Data. Without limiting the Customers' rights under this Agreement, to the extent the Operating Assets include or the Customers or their designees otherwise come into possession of or become aware of, Supplier's trade secrets or proprietary information during the Customers' exercise of the Right of Access, the Customers and their designee(s) must: (a) keep the information, data, and trade secrets confidential; and (b) only use the information, data, and trade secrets during the Occupancy Period in connection with producing the Component Parts. The provisions of this paragraph shall survive termination of this Agreement.

17. Severability. Should any immaterial provision of this Agreement be held invalid, prohibited or unenforceable in any one jurisdiction it shall, as to that jurisdiction only, be ineffective to the extent of such holding without invalidating the remaining provisions of this Agreement, and any such holding does not invalidate or render unenforceable that provision in any other jurisdiction wherein it would be valid and enforceable.

18. Authorization. The parties executing this Agreement as representatives warrant that they have the power and authority to execute this Agreement on behalf of the corporation

that they represent and that their signatures bind said corporations to the terms of this Agreement.

19. Section/Paragraph Headings. The section/paragraph headings used in this Agreement are for convenience of reference only and are not to affect the construction hereof or be taken into consideration in the interpretation of this Agreement. All references to paragraphs, sections, Schedules, and Exhibits are to paragraphs, sections, Schedules, and Exhibits in or to this Agreement unless otherwise specified.

20. No Waiver; Cumulative Remedies. The Customers shall not by any act, delay, indulgence, omission, or otherwise be deemed to have waived any right or remedy under this Agreement or of any breach of the terms and conditions of this Agreement. A waiver by the Customers of any right or remedy under this Agreement on any one occasion shall not be construed as a bar to any right or remedy which the Customers would otherwise have had on a subsequent occasion. No failure to exercise nor any delay in exercising on the part of the Customers any right, power, or privilege under this Agreement, shall operate as a waiver, nor shall any single or partial exercise of any right, power or privilege under this Agreement preclude any other or future exercise thereof or the exercise of any other right, power or privilege. The rights and remedies under this Agreement are cumulative, may be exercised singly or concurrently, and are not exclusive of any rights and remedies provided by any other agreements or applicable law.

21. Waivers and Amendments; Successors and Assigns. No term or provision of this Agreement may be waived, altered, modified, or amended except by a written instrument, duly executed by Supplier, Customers and Lender. This Agreement and all of Supplier's obligations are binding upon the successors and assigns of Supplier, and together with the rights and remedies of the Customers, inure to the benefit of the Customers, and their respective successors and assigns. Supplier may not assign or transfer any right or obligation under this Agreement without the prior written consent of the Customers.

22. Governing Law and Forum. This Agreement is made in the State of Michigan and shall be governed by, and construed and enforced in accordance with, the laws of the State of Michigan.

23. Notices. All notices, requests, and other communications will be given in accordance with the Accommodation Agreement.

24. No Intended Third Party Beneficiary. The parties hereto acknowledge and agree that the rights and interests of the parties under this Agreement are intended to benefit solely the parties to this Agreement and Lender.

25. Counterparts. This Agreement may be executed in any number of counterparts and by each party hereto on separate counterparts, each of which when so executed and delivered shall be an original, but all of which together shall constitute one and the same instrument, and it shall not be necessary in making proof of this Agreement to produce or account for more than one such counterpart. The parties agree that their respective signatures may be delivered by facsimile, and that facsimile signatures shall be treated as originals for all purposes.



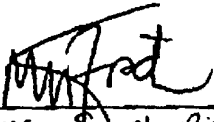
26. Entire Agreement; Conflicts. This Agreement together with any other agreements and schedules executed in connection with this Agreement, including the Accommodation Agreement, constitutes the entire understanding of the parties in connection with the subject matter hereof. The terms and conditions of the Purchase Orders shall be unaffected by this Agreement except to the extent that an inconsistency or conflict exists between the express terms of the Purchase Orders and this Agreement in which event the terms of this Agreement shall govern and control. To the extent any term or condition of this Agreement is inconsistent or in conflict with the terms of any other agreements between the parties, the terms of this Agreement shall govern and control.

27. CONSULTATION WITH COUNSEL. THE PARTIES HERETO ACKNOWLEDGE THAT THEY HAVE BEEN GIVEN THE OPPORTUNITY TO CONSULT WITH COUNSEL BEFORE EXECUTING THIS AGREEMENT AND ARE EXECUTING SUCH AGREEMENT WITHOUT DURESS OR COERCION AND WITHOUT RELIANCE ON ANY REPRESENTATIONS, WARRANTIES OR COMMITMENTS OTHER THAN THOSE REPRESENTATIONS, WARRANTIES AND COMMITMENTS SET FORTH IN THIS AGREEMENT.

28. WAIVER OF JURY TRIAL. THE PARTIES HERETO ACKNOWLEDGE THAT THE RIGHT TO TRIAL BY JURY IS A CONSTITUTIONAL RIGHT, BUT THAT THIS RIGHT MAY BE WAIVED. THE PARTIES EACH HEREBY KNOWINGLY, VOLUNTARILY AND WITHOUT COERCION, WAIVE ALL RIGHTS TO A TRIAL BY JURY OF ALL DISPUTES ARISING OUT OF OR IN RELATION TO THIS AGREEMENT OR ANY OTHER AGREEMENTS BETWEEN THE PARTIES EXECUTED IN CONNECTION WITH THIS AGREEMENT OR OTHERWISE RELATED TO THIS AGREEMENT. NO PARTY SHALL BE DEEMED TO HAVE RELINQUISHED THE BENEFIT OF THIS WAIVER OF JURY TRIAL UNLESS SUCH RELINQUISHMENT IS IN A WRITTEN INSTRUMENT SIGNED BY THE PARTY TO WHICH SUCH RELINQUISHMENT WILL BE CHARGED.

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**GENERAL MOTORS CORPORATION**

By:   
Its: Director, Supply Risk Mgmt.

**DELPHI AUTOMOTIVE SYSTEMS, LLC**

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

**VISTEON CORPORATION**

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

**CREATIVE ENGINEERED POLYMER PRODUCTS, LLC**

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

**CEP HOLDINGS, LLC**

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

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

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

**THERMOPLASTICS ACQUISITION, LLC**

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

**Schedules**

3(b)(v): Access Fees

14(a): Lender's Acknowledgement and Consent

14(c): Landlord's Acknowledgement and Consent

**GENERAL MOTORS CORPORATION**

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

**DELPHI AUTOMOTIVE SYSTEMS, LLC**

By: Danell Backlund  
Its: COMMODITY DIRECTOR: CHEMICAL  
5/16/06

**VISTEON CORPORATION**

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

**CREATIVE ENGINEERED POLYMER  
PRODUCTS, LLC**

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

**CEP HOLDINGS, LLC**

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

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

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

**THERMOPLASTICS ACQUISITION, LLC**

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

**Schedules**

3(b)(v): Access Fees

14(a): Lender's Acknowledgement and Consent

14(c): Landlord's Acknowledgement and Consent

**GENERAL MOTORS CORPORATION**

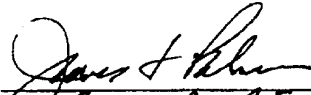
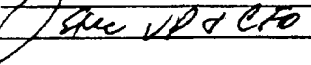
**DELPHI AUTOMOTIVE SYSTEMS, LLC**

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

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

**VISTEON CORPORATION**

**CREATIVE ENGINEERED POLYMER  
PRODUCTS, LLC**

By:   
Its: 

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

**CEP HOLDINGS, LLC**

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

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

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

**THERMOPLASTICS ACQUISITION, LLC**

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

#### **Schedules**

3(b)(v): Access Fees

14(a): Lender's Acknowledgement and Consent

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**GENERAL MOTORS CORPORATION**

**DELPHI AUTOMOTIVE SYSTEMS, LLC**


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

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

**VISTEON CORPORATION**

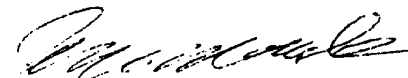
**CREATIVE ENGINEERED POLYMER  
PRODUCTS, LLC**

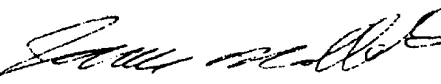
By: \_\_\_\_\_  
Its: \_\_\_\_\_

By:   
Its: CEO

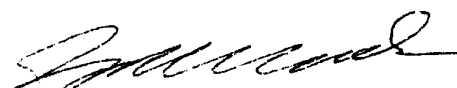
**CEP HOLDINGS, LLC**

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

By:   
Its: CEO

By:   
Its: CEO

**THERMOPLASTICS ACQUISITION, LLC**

By:   
Its: CEO

**Schedules**

3(b)(v): Access Fees

14(a): Lender's Acknowledgement and Consent

14(c): Landlord's Acknowledgement and Consent

**Schedule 3(b)(v)**

**ACCESS FEES**

**Access Fees**

<b><u>Location</u></b>	<b><u>M&amp;E</u></b>	<b><u>Real Estate</u></b>	<b><u>Total</u></b>
Akron Ohio		\$0	\$ 3,333
Chardon Ohio		\$0	\$ 3,333
Livonia, MI	\$10,000	\$0	\$ 3,334
Belleville, MI	\$20,000	\$0	\$ 20,000
Canton, OH	\$30,000	\$0	\$ 30,000
Crestline, OH	\$50,000	\$35,000	\$ 85,000
Lapeer, MI	\$70,000	\$35,000	\$105,000
Middlefield, OH	\$20,000	\$35,000	\$ 55,000
Tuscaloosa, AL	\$30,000	\$0	\$ 30,000
West Alexandria, OH	\$20,000	\$0	\$ 20,000
Vandalia, OH	\$10,000	\$0	\$ 10,000
Bishopville, SC	\$10,000	\$0	\$ 10,000
Chihuahua, Mexico	\$50,000	\$0	\$ 50,000
Hermosillo, Mexico	\$50,000	\$0	\$ 50,000
<b>Grand Total</b>	<b>\$370,000</b>	<b>\$105,000</b>	<b>\$475,000</b>

**SCHEDULE 14(a)**

**ACKNOWLEDGEMENT AND CONSENT**

While not a party to the Access and Security Agreement ("Access Agreement") made between General Motors Corporation ("GM"), Visteon Corporation ("Visteon"), Delphi Automotive Systems, LLC ("Delphi," and together with GM and Visteon, the "Customers"); and Creative Engineered Polymer Products, LLC, CEP Holdings, LLC, Composite Parts Mexico S.A. de C.V. and Thermoplastics Acquisition, LLC (collectively, "Supplier"), dated May 8, 2006, Wachovia Capital Finance Corporation ("Lender") is a party to various loan and/or security agreements with Supplier and has a security interest in Supplier's assets. In such capacity, Lender acknowledges, consents to, and agrees that the exercise of its rights and remedies with respect to its liens and security interests is subject to all applicable terms of the Access Agreement. Lender further agrees that upon the Customers' request, Lender will cooperate with Customers and Supplier's reasonable requests to effectuate Customers' rights under the Access Agreement; provided, however, that Lender shall not be required to expend any amounts to effectuate same. The fact that Lender is executing this Acknowledgment and Consent shall not in any way make it a guarantor or surety for Supplier's performance under the Access Agreement. Further, except as provided in the Access Agreement, Lender reserves its rights under all of its agreements with Supplier and applicable law.

**WACHOVIA CAPITAL FINANCE  
CORPORATION**

By: Anthony Vaz  
Its: Wachovia

Dated: May 5, 2006



**SCHEDULE 14(c)**

**LESSOR'S ACKNOWLEDGEMENT AND CONSENT**

While not a party to the Access and Security Agreement ("Access Agreement") made between General Motors Corporation ("GM"), Visteon Corporation ("Visteon"), Delphi Automotive Systems, LLC ("Delphi," and together with GM and Visteon, the "Customers"; and Creative Engineered Polymer Products, LLC, CEP Holdings, LLC, Composite Parts Mexico S.A. de C.V. and Thermoplastics Acquisition, LLC (collectively, "Supplier"), dated May 8, 2006, the undersigned leases certain real estate and/or equipment to Supplier, and, in such capacity, the undersigned acknowledges, consents to, and agrees with, and agrees to be bound by, the terms and conditions of the foregoing Agreement, including Customers' right to use the Operating Assets and the Real Estate during any Occupancy Period.

**COMPANY NAME**

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

Dated: \_\_\_\_\_, 2006

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