EXHIBIT A

"Laura NoId \(Mathews\)" <InoId@cepprod.com>

10/02/2006 01:48 PM

cc: "Joseph Mallak" <jmallak@cepprod.com>, "Anthony Bergen" , <JBambery@e-bbk.com>Subject: Friendly Reminder

All,

This is a reminder that failure to pay your portion of the DIP financing by close of business today will result in the ceasing of production of your products effective midnight tonight, October 2, 2006.

Any questions please feel free to call Joe Mallak, Tony Bergen, or John Bambery.

Regards, Joe Mallak President & CEO CEP Products 3560 W Market Street, Suite 340 Akron, OH 44333 330-664-2942

Confidentiality Notice:

This transmission (including any attachments) may contain confidential information belonging to the sender and is intended only for the use of the party or entity to which it is addressed. If you are not the intended recipient, you are hereby notified that any disclosure, copying, distribution, retention or the taking of action in reliance on the contents of this transmission is strictly prohibited. If you have received this transmission in error, please immediately notify the sender and erase all information and attachments.

Creative Engineered Polymer Products, LLC.

3560 West Market Street Suite 340 Akron, OH 44333



October 3, 2006

HONDA OF AMERICA Attn: Mark Willoughby

Re: Creative Engineered Polymer Products, LLC ("CEP")

Dear Customer:

CEP manufactures various component parts (the "Component Parts") for Honda of America Mfg., Inc. and Honda of South Carolina Mfg., Inc. (HSC) (collectively the "Customer" or "you") pursuant to various purchase orders and supply contracts (each a "Purchase Order" and collectively the "Purchase Orders"). On September 20, 2006, CEP filed petitions for relief under Chapter 11 of the United States Bankruptcy Code. On September 26, 2006 (the "Effective Date"), the United States Bankruptcy Court for the Northern District of Ohio, Eastern Division entered an order (the "DIP Order") regarding the post-petition financing, use of cash collateral and other matters regarding CEP, as Chapter 11 debtor. The DIP Order provides that Wachovia Capital Finance Corporation (Central) ("Lender") will provide post-petition financing to CEP and provides for CEP's use of certain cash infusions from General Motors Corporation, Visteon Corporation and Delphi Automotive Systems, LLC (the "Participating Customers"). CEP is not obligated to repay the cash infusions and the Participating Customers have no claim against CEP in respect of the cash infusions.

The DIP Order and exhibits attached thereto recognize the binding agreement between Wachovia, the Participating Customers and CEP, which provides that CEP will not continue to produce Component Parts for you unless you agree to provide CEP with certain accommodations. The purpose of this letter agreement is to set forth the terms and conditions pursuant to which CEP will continue to manufacture Component Parts for you:

- 1. Payment of Existing Accounts and Expedited Payment Terms. You acknowledge and agree that you will pay all amounts now owing or hereafter becoming owed by you to CEP for Component Parts on net immediate (approximately 10 day or equivalent) terms.
- 2. <u>Limitation of Setoff Rights</u>. With respect to accounts existing now or arising in the future, you agree to suspend and not assert any defenses, rights and claims for setoffs, deductions and/or recoupment other than for "Allowed Setoffs," provided that under no circumstances shall Allowed Setoffs exceed ten percent (10%) of the face amount of any bona fide invoice. For purposes of this letter agreement, "Allowed Setoffs" means setoffs, recoupments or deductions for defective or nonconforming products, short

shipments, misshipments or billing errors (improper invoices or mispricing), and supply parts and/or raw materials supplied by or on behalf of Customer. The 10% limitation shall not apply to the set off of purchases of supply parts and raw materials. In order to assert an Allowed Setoff, Customer must (i) first contact Joseph Mallak, the Chief Executive Officer of CEP, to inquire whether CEP can purchase the inventory requested by Customer; and (ii) if Mr. Mallak confirms that CEP cannot purchase such inventory, Mr. Mallak must consent in his sole discretion to the requested setoff which consent shall be granted or refused within 24 hours.

- 3. Price Surcharge. You may elect to receive continued production from some or all of CEP's facilities from which you currently receive Component Parts by providing the accommodations set forth herein to the particular facilities you wish to support. You are not entitled to receive Component Parts from any facility for which you do not provide the requested accommodations. You agree to inform CEP promptly of those facilities that you intend to support by providing the required accommodations. You agree to pay the sum of \$539,000 to fund continued production of your Component Parts from September 20, 2006 through October 31, 2006 at all facilities at which your Component Parts are manufactured. If you decide to support less than all such facilities which manufacture your Component Parts, please contact John Bambery at BBK (248-514-2330) to obtain the price surcharge payment that you will be required to make. You will be billed separately for continued production after October 31, 2006.
- 4. Inventory Purchase. You agree to purchase, at the earlier of (i) the time of resourcing any Component Part and (ii) the commencement of enforcement action by Lender against Debtors' tangible assets, and the Lender having the legal right to dispose of the Debtors' interest in the inventory, all raw materials, work in process and finished goods inventory related to the manufacture, production or assembly of the subject Component Part (collectively, the "Customer Inventory") that is "useable" and in a "merchantable" condition. The term "useable" means not obsolete and useable in the production of the Component Parts in quantities called for by the fabrication authorizations and production releases issued against your Purchase Orders (including any inventory bank). 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" means merchantable as defined in U.C.C. § 2-314 and in conformance with all applicable Purchase Order specifications. The price for the Customer Inventory to be purchased under this Section will be calculated as follows:
 - a. for raw material 100% of CEP's actual cost;
 - b. for work-in-process 100% of CEP's actual cost; and
 - c. for finished Component Parts 100% of the applicable Purchase Order price.

You agree to pay the purchase price for the Customer Inventory without setoff, recoupment or other deduction of any kind or nature within five (5) calendar days of taking delivery of such Customer Inventory.

In return for the above accommodations, Customer will receive the same accommodations when received by the Participating Customers under the DIP Order (except for the right to treat any contributions as a loan), including:

- 1. Tooling and Equipment Acknowledgement;
- 2. Access and Occupancy Rights under the Access Agreement; and
- 3. Commitment by Supplier to supply parts for the month of October 1-31, and subsequent months for which we agree to the price/surcharge as set forth above;

In addition, the parties agree to seek approval to sell the Bishopville facility by November 30, 2006.

Please acknowledge your agreement to these terms by signing in the space provided. This letter may be signed in counterparts and facsimile copies of signatures will constitute originals for all purposes. This letter sets forth the entire understanding of the parties with respect to the subject matter hereof.

PRODUCTS, LLC

By:

Steel C S O

Acknowledged and agreed:

HONDA OF AMERICA MFG., INC. FOR ITSELF AND FOR HONDA OF SOUTH CAROLINA MFG., INC.

Ву:	
Its:	
	an authorized representative

101517263.3

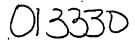
EXHIBIT B

	Summary Description of Costs and Expenses	Amount
1.	Expedites (HAM)	\$ 12,641.38
2.	Manpower (HAM)	47,097.00
3.	Travel Expenses (HAM)	27,648.34
4.	Morton Custom Plastic Compensation (HAM)	34,079.00
5.	Morton Custom Plastic Compensation (HSC)	147,031.00
6.	Expedites (HSC)	49,828.00
7.	Manpower (HSC)	93,958.00
8.	Miscellaneous (HSC)	11,762.00
9.	Travel Expenses (HSC)	8,226.00
10.	Professional Fees (HAM)	60,604.00
11.	November Cost Impact (HAM)	462.82
12.	November Cost Impact (HSC)	49,149.07
13.	Assisting Customer Payment Demand (October)	539,000.00
	Total	\$ 1,081,487.60

EXPEDITES (HAM)

Vendor	Invoice #	Amount
Active Aero	251316	1,594.00
Knuckle Head Express	KCE 2798	290.00
LYT Limited	23056	250.00
Straker Trucking	34473	250.00
LYT Limited	23100	275.00
LYT Limited	23185	842.40
Active Aero	254467	444.00
Landstar Express	CVG 6222692	877.00
Premium Transportation	21656	585.75
Fedex	239742931	118.00
Straker Trucking	34409	250.00
Fedex	239403271	309.35
Edwards Transfer	111641A	2,100.00
LYT Limited	23106	1,598.00
Fedex	239507171	458.85
Active Aero	255414	236.50
Active Aero	83119208	588.33
Active Aero	83123725	635.85
Active Aero	83124076	635.85
Straker Trucking	37703	302.50
Total	, , ,	12,641.38

Vendor	Invoice #	Amount
Active Aero	251316	1,594.00
Knuckle Head Express	KCE 2798	290.00
LYT Limited	23056	250.00
Straker Trucking	34473	250.00
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Fedex	239742931	118.00
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Active Aero	83119208	588.33
Active Aero	83123725	635.85
Active Aero	83124076	635.85
Straker Trucking	37703	302.50
Total		12,641.38



OCT 23 2005



INVOICE

ACTIVE AERO PTM

2068 E Street Willow Run Airport Belleville, Michigan 48111-1278 (734) 547-7200

Invoice Date 10/18/2006

Invoice/Pro Number 251316

REMIT TO: Active Aero PTM, LLC

P.O. Box 634914 Cincinnati, OH 45263-4914

BILL TO: HONDA - MOTORCYCLE (MMP) HAM ACCOUNTS PAYABLE 2500 HONDA PARKWAY MARYSVILLE, OH 43026

Description	· , · · · · · · · · · · · · · · · · · ·	Amount
Superity of Co. 1		Amount
Expedited Services Mgmt Fee		\$1,550.00
-		\$44.0

Please Pay This Amount Terms: Due upon reciept

\$1,594.00

Date of Service 10/02/2006

Authorization 36799

Requested By Keith Ward

Contact

Origin PARKER HANNIFEN 985 FALLS CREEK DRIVE

VANDALIA, OH 45377 (937) 415-3700

Destination PARKER THERM 15 MYRTLE DRIVE BISHOPVILLE, SC 29010

Responsible BOL' Party 1201/1202 HONDA -MOTORCYCLE (MMP)

Pieces

Weight 30000

POD Name

POD Date/Time 10/03/06 03:00

26

Ashley SMITH

EDT

		HIPMENTS REQUEST*	ESR #:36799 [Have Supplier/Carrier Reference This Number On All Related Invoices]
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	Requested By: Can Black Approved By: Worn an Bolle		
	Reason/CM:	Ship By: C - Truck C - Carrier: Ph. De	
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Invoice

Date	Invoice #
10/11/2006	KCE - 2798

REGD 96T 1 92636

Bill To

International Parts Supply 25000 Honda Parkway Marysville, Ohio 43040-9251

KnuckleHead ChooChoo Express LTD

2681 ST. RT. 47 East
Bellefontaine, OH 43311
Phone 937-592-9951
Cell Phone 937-539-0912
Fax 937-592-8602
E-Mail knucklehead@2access.net

PO / ESR No.	Terms	Contact
37700	Net 30	Keith Ward @TNT/ELP

KCE Pro #	Hours	Description		Serviced	Amount
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Monthly rate	of 24%, is a	pplied to past due balance.	To	tal	\$290.00

CREATIVE ENGINEERED POLYMER PRODUCTS

985 FALLS CREEK DRIVE VANDALIA, OH 45377 (937) 415-3700 FAX (937) 415-3710



DUNS NO. 03-021-1690

SID

(2S) 600137

PAGE

DATE: 10/04/06

SHIP TO HONDA OF AMERICA MFG., NISSIN INT'L TRANSPORT 14353 SUNTRA WAY WHSE 2

SOLD TO HONDA OF AMERICA 25000 HONDA PARKWAY OEM DEPT. A C/O DAJUAN KINDLE MARYSVILLE OH 43040-9251 USA

MARXSVILLE OH 43040

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CREATIVE ENGINEERED POLYMER PRODUCTS

985 FALLS CREEK DRIVE VANDALIA, OH 453,77 . 4(937) 415-3700 FAX (937) 415-3710



DUNS NO. 03-021-1690

SID

(2S) 600137 **061794**

2 ** PAGE

DATE: 10/04/06

SOLD TO HONDA OF AMERICA 25000 HONDA PARKWAY OEM DEPT. A C/O DAJUAN KINDLE MARYSVILLE OH 43040-9251 SHIP TO HONDA OF AMERICA MFG., NISSIN INT'L TRANSPORT 14353 SUNTRA WAY WHSE 2

MARYSVILLE OH 43040

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STRAIGHT BILL OF LADING - SHORT FORM - ORIGINAL - NOT NEGOTIABLE | SHIPPER/BILL OF LADING

RECEIVED, subject to the classifications and tariffs in effect on the date of issue of this Original Bill of Lading.

SID NUMBER DATE 10/04/06 600137

CREATIVE ENGINEERED POLYMER PRODUCTS

985 FALLS CREEK DRIVE

VANDALIA, OH 45377

(937) 415-3700 FAX (937) 415-3710

06179A

PAGE

1 **

DUNS NO. 03-021-1690

SOLD TO

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STRAIGHT BILL OF LADING - SHORT FORM - ORIGINAL - NOT NEGOTIABLE T SHIPPER/BILL OF LADING RECEIVED, subject to the classifications and tariffs in effect on the date of Issue of this Original Bill of Lading.

SID NUMBER DATE 10/04/06 600137

CREATIVE ENGINEERED POLYMER PRODUCTS

985 FALLS CREEK DRIVE
VANDALIA, OH 45377
(937) 415-3700 FAX (937) 415-3710

06179

PAGE

2 **

DUNS NO. 03-021-1690

SHIP TO HONDA OF AMERICA MFG., SOLD TO

Its property described below, in apparent good order, except as noted (contents and condition of contents of purchase) which were the property described below, which send carried the property below thrown), instruct this continued, and described as meaning any person or expression of the property below the property to be a property of the NISSIN INT'L TRANSPORT 14353 SUNTRA WAY WHSE 2 MARYSVILLE OH 43040 DOCK: CONV ID: SHIPPER NO. FREIGHT CUST#-DEST# F.O.B A.E.T.C. NO. SUPPLIER NO. PPMINV COL PPD 1199 25012001 X 600137 119901 ROUTING SHIP VIA REMARKS CHAMBERS LEASING CUMULATIVE Subject to Section 7 of Committee the Committee of Section 7 of of Section CONTAINERS CUSTOMER PART NO. - NET WEIGHT QUANTITY QTY. TYPE SUPPLIER PARTNO. - CUSTOMER ORDER NO. SHIPPED 667618 6680510 BOX ASSY BATTER ENG REV LEVEL: 00 #PAL: 960 LOT#/QTY: 2760 (Signature of Consignor) 70 C 550 83500MEA 6700 1400 667624 EΑ 6692000 To epply in prepayment of the charges on the property described hereon. COVER CENTER ENG REV LEVEL: 01 RES'D OG 13 #PAL: 6 1400 Agent or Cashler LOT#/QTY: Per (The signature here acknowledges only the arnount propose) *If the shipment moves between two ports by a carrier by woller, the law requires that the bill of lading shall state whether is a carrier's or shipper's 2 skids of c2 (Empty) containers = 80 It is carrier's or sinpper's "ADD". Where the rite is depicition on white shippers are required to shippers are posted or declared value of the property. In surged or declared value of the property is burney by the shipper to be not exceeding per_ Charges Advanced If charges are to be prepaid, write or stamp trace. To be Propaid CONTAINER SUMMARY, COMMODITY DESCRIPTION, WEIGHTS PLPALLETS CT-CARTONS LODGE CR-CRATES O-OTHER -COLLECT-SHIPPER LOAD AND/OR CONSIGNEE UNLOAD NTWHT TARE GROSS D1 C C2 0001 PLASTIC PARTS 91 5019 8904 13923 48 557 8904 13923 91 5019 48 TOTALS 557 NUMBER OF PALLETS 48 SIGNED FOR CARTONS

CREATIVE ENGINEERED POLYMER PRODUCTS

Agent, Per

PHONE: 937-592-8475



OFFICE PHONE: 937-592-9951 CELL PHONE: 937-539-0912

FAX:

937-592-8602

10-4-06

P.O. Box 509

Bellefontaine, Ohio 43311

Jelivery i	Bill of Ladin Number KCE Nº 011043							
Shippers Numder	Customer P.O. Number	Shipper Date		<u>Tractor Number</u>		<u>Treller Number</u>		<u>Driver</u>
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2681 ST RTE 47 EAST Express LTO BELLEFONTAINE, OH 43311 Knucklehead Choo-Choo Express, LTD

1-White - copy for office 2-Yellow - copy for office 3-Pink- copy for customer