

UNITED STATES BANKRUPTCY COURT
NORTHERN DISTRICT OF OHIO
EASTERN DIVISION

----- X
In re: : Case No. 06-51848
: (Jointly Administered)
CEP HOLDINGS, LLC, et al.,¹ :
: Chapter 11
Debtors. :
: Honorable Marilyn Shea-Stonum
: :
: Related Docket No. 685
: :
: Hearing Date: 10/02/07 at 9:30 a.m.
: Objection Deadline: 09/28/07 at 4:00 p.m.
----- X

EXHIBIT A

TO

**OBJECTION OF THE CEP LIQUIDATING TRUST TO MOTION OF HONDA OF AMERICA
MFG., INC. FOR DETERMINATION OF ADMINISTRATIVE CLAIM IN ACCORDANCE WITH
THE TERMS OF FIRST AMENDED JOINT PLAN OF LIQUIDATION PROPOSED BY THE
DEBTORS AND THE OFFICIAL COMMITTEE OF UNSECURED CREDITORS**

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

CUSTOMER AGREEMENT

This Customer Agreement (the "Customer Agreement") by and among the Debtors, General Motors ("GM"), Delphi Automotive Systems, LLC ("Delphi"), Visteon Corporation ("Visteon," and collectively with GM and Delphi, the "Participating Customers"), Wachovia Capital Finance Corporation (Central) ("Lender") and the Official Committee of Unsecured Creditors of Debtors ("Committee") entered into as of October __, 2006 concurrently with the entry by the Court of the Final Financing Order.

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

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

WHEREAS, Debtors have requested authority to market and offer the Sale Facility for sale as a going concern operation, while simultaneously winding down Debtors' operations at the Closing Facilities and orderly liquidating substantially all Debtors' assets at the Closing Facilities. With respect to the Sale Facility, Debtors require continued financial support,

proposed to be provided by Lender in reliance upon the terms of the Final Financing Order and the Postpetition Agreement (as amended from time to time) and the accommodations provided by the Participating Customers as detailed in this Customer Agreement. In connection with such ongoing funding of the Sale Facility, the Sale Customer is willing to purchase Postpetition Participations from Lender in the Postpetition Debt pursuant to the terms set forth in the Final Financing Order, the Customer Agreement and the Participating Customer Participation Agreement, which shall provide Debtors with certain amounts of additional necessary postpetition loans in excess of what would otherwise be available under Lender's normal lending formulas. With respect to the Closing Facilities, the Participating Customers and Assisting Customers are willing to provide Debtors with Cash Infusions necessary to orderly wind down production at the Closing Facilities and enable the Participating Customers and Assisting Customers to resource such production of Component Parts to other suppliers.

WHEREAS, Debtors will engage in parallel efforts to sell or liquidate the CEP Mexico facilities, and those Assisting and Participating Customers with production in either of those facilities will support the cash needs of CEP Mexico in connection with the sale or liquidation of its facilities through Cash Infusions or direct loans to CEP Mexico in the same manner as set forth in the Final Financing Order and this Customer Agreement.

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 Participating Customers, Debtors and Lender agree as follows:

1. Definitions:

(a) All defined terms that are not otherwise defined herein shall have the meaning ascribed to them in that certain *Final Order Authorizing Debtors To: (A) Use Cash Collateral; (B) Incur Postpetition Debt; (C) Grant Adequate Protection and Provide Security and Other Relief to Wachovia Capital Finance Corporation (Central); and (D) Grant Certain Related Relief* entered in Debtor's Case (together with any amendments, modifications or supplements to the Financing Order with Lender's consent, "*Final Financing Order*").

(b) The following defined terms shall have the following meaning for purposes of this Customer Agreement:

(i) ***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 Customer Agreement, and as otherwise amended hereafter from time to time with Lender's and Participating Customers' written consent, attached hereto as Exhibit 1.

(ii) ***Amended Allocable Percentage.*** The percentage share of the Postpetition Participations, Direct CEP Mexico Loans (in the case of a Mexican facility) 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.

(iii) *Appraiser.* With respect to Debtors' assets located in the United States, Accuval Associates Incorporated, and with respect to assets of Debtors or CEP Mexico in Mexico, Maynards.

(iv) *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 accommodations described in Section 2 of this Customer Agreement and as further set forth in this Agreement.

(v) *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.

(vi) *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.

(vii) *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.

(viii) *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 Customer Agreement.

(ix) *Initial Allocable Percentage.* The percentage of Postpetition Participations and Cash Infusions to be paid immediately after entry of the Emergency 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 2. 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.

(x) *Other Equipment.* Any equipment listed on the Accrual Appraisal or Maynard's Appraisal other than the Designated Equipment being purchased.

(xi) *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 Customer Agreement.

(xii) *Restructuring Charges*. Those charges listed on Exhibit 3 attached hereto as the same be increased by mutual agreement of Debtors and Participating Customers but subject to the ultimate approval of the Court.

(xiii) *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.

(xiv) *Wind Down Charges*. Those charges listed in Exhibit 4 attached hereto and as the same may be increased by mutual agreement of the Debtors and Participating Customers.

2. Participating Customer Accommodations. The Participating Customers shall continue to provide the following accommodations:

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

(b) Limitation of Setoffs. Except for the "Allowed Setoffs," the Participating Customers agree not to exercise at any time any rights of setoff, recoupment or deduction with respect to any bona fide accounts payable to Debtors arising from any Component Parts shipped by Debtors from the Petition Date through the Termination Date. The term "bona fide accounts payable" shall mean accounts owing for Component Parts actually shipped to the Participating Customers. The term "Allowed Setoffs" of a Participating Customer shall mean (i) valid setoffs, recoupments or deductions of such Participating Customer for defective or nonconforming

products, quality problems, unordered or unreleased parts returned to Debtors, short shipments, misshipments, premium freight charges, improper invoices, mispricing, duplicate payments or billing errors, (ii) direct payments made by such Participating Customer to Debtors' vendors for or on account of materials, services or tools required for Debtors' production of the Component Parts, provided, however, that Lender and Debtors shall receive prior written notice from such Participating Customer of each such direct payment; provided, further, that any such direct payments shall only constitute Allowed Setoffs (i) with respect to expenses paid that were originally contemplated and provided for within the Budget; and (ii) as against accounts owed to Debtors by such paying Participating Customer that arise at least two (2) business days after such notice is received by Lender; provided, further that Lender shall be entitled to establish appropriate Reserves under the Loan Agreements (as amended by the Postpetition Agreement) on account of any such Allowed Setoff; and (iii) \$150,000 per month in the aggregate for all Participating Customers for professional fees incurred by the Participating Customers (with such amount to be allocated among the Participating Customers pursuant to a separate agreement). Participating Customers agree to limit aggregate Allowed Setoffs for items (i) and (iii) to ten percent (10%) of the face amount of accounts owing to Debtors. Any Allowed Setoffs in excess of the ten percent (10%) cap may be carried forward and applied against future accounts provided the aggregate amount of each setoff does not exceed the ten percent (10%) cap for any single account owed to Debtors. Subject to the terms of this paragraph, the Participating Customers expressly reserve and do not waive any rights and interests they may have against Debtors, including setoffs asserted for defensive purposes.

(c) Inventory Buy-Back. On the "Inventory Purchase Trigger Date" (as defined below), the Participating Customers agree to purchase and pay for within the later of (a)

seven (7) days of the Inventory Purchase Trigger Date or (b) five (5) days after a Participating Customer takes possession or control of the Subject Inventory (defined below), all raw materials, work in process and finished goods inventory related to the Component Parts that are at such time both "useable" by the Participating Customers and in a "merchantable" condition (the "Subject Inventory"). The term "Inventory Purchase Trigger Date" shall mean, with respect to a given facility, the earliest to occur of (1) delivery by a Participating Customer to counsel for Debtors and Lender, respectively, of a Resourcing Completion Notice with respect to the production of Component Part) at such facility; (2) the exercise by the Participating Customers of their rights of access under the Access Agreement; or (3) an Event of Default, the commencement of enforcement action by Lender against Debtors' tangible assets, and the Lender having the legal right and ability to dispose of the Debtors' interest in the Subject Inventory. For purposes of this Customer Agreement, the term "useable" means not obsolete and useable in the production of the Component Parts in quantities equal to the lesser of (a) unsatisfied fabrication authorizations and production releases in effect as of the Inventory Purchase Trigger Date; or (b) thirteen weeks of historical run rates for the purchasing Participating Customer; provided further that as to finished goods Component Parts which are service parts, "useable" shall mean all service parts located at a Debtor facility (excluding warehouses) which are not obsolete and which are listed on the inventory performed by the Debtors on such date occurring immediately prior to the date of this Agreement; provided further that all finished goods; work in process, and raw material which exist as a result of longer lead times (determined on a part by part basis) and including parts on order or in transit, shall be deemed "useable" so long as such purchases were authorized by a Participating Customer. Inventory is obsolete if it consists of production materials and supplies which, due to annual

model changes and/or design changes, are no longer useable in normal production. The term "merchantable" as used in this Customer Agreement means merchantable as defined in UCC § 2-314 and in conformance with all applicable Purchase Order specifications. The Participating Customers will purchase the Subject Inventory for the following amounts, without offset, deduction or reduction of any kind:

- (i) for raw materials purchased by a Participating Customer after October 24, 2006, one hundred percent (100%) of Debtors' actual cost;
- (ii) for work in process, eighty percent (80%) of the prorated Purchase Order price based on percentage completion;
- (iii) for finished goods, one hundred percent (100%) of the Purchase Order price.

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

GM has previously purchased service parts and has satisfied its obligation as to the

purchase of service parts pursuant to this Section.

(d) Resourcing Limitation. With respect to the Sale Facility, the Sale Customer shall forbear from resourcing out of such Sale Facility absent an Event of Default and shall support in good faith the sale efforts of Debtors with respect to the Sale Facility.

3. Participating Customer Cash Infusions.

(a) In addition to all Cash Infusions paid pursuant to the Emergency Order which shall be governed by the terms hereof, on or before the first day of each calendar month (November and December) that a Participating Customer will have production in any Closing Facility, such Participating Customer shall pay Cash Infusions sufficient to fund each Participating Customer's Initial Allocable Percentage and Amended Allocable Percentage, as the case may be, to the extent Debtors do not have Postpetition Debt otherwise sufficient to fully pay:

(i) The forecast cash burn, pursuant to the Budget, incurred at such facilities that are required to produce the Participating Customers' Component Parts sufficient to meet releases plus manufacture requested part banks subject to Capacity through the Exit Date;

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

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

(iv) Wind Down Charges.¹

(b) Any unused Cash Infusion for charges listed in Paragraph 3(a)(i) and (ii) shall be returned to the applicable Participating Customers as soon as practicable after the Exit Date for each facility or the Termination Date, whichever is applicable. Any unused Cash Infusion remaining on the later of the final hearing on the Professional Fees and Disbursements and the Exit Date for charges listed in Paragraph 3(a)(iii) shall be returned to the applicable Participating Customer as soon as possible after the date of the final hearing on Professional Fees and Disbursements and the Exit Date, whichever is applicable. Any unused Cash Infusion for charges listed in Paragraph 3(a)(iv) shall be returned to the applicable Participating Customers as soon as possible after the obligations giving rise to the Wind Down Charges are discharged in full.

(c) The Cash Infusions required each month prior to the Exit Date of Participating Customers pursuant to their respective Initial Allocable Percentage or Amended Allocable Percentage, as the case may be, shall be paid in full into a trust account ("BBK Trust Account") maintained by BBK. BBK shall provide the Committee a monthly accounting with respect to any distributions made under the Final Financing Order. No Cash Infusions shall be deemed property of the estate until such time as they are released by BBK to the Debtors; nor shall they be deemed "Cash Collateral" or any other "Collateral" (as defined in the Loan Agreements) upon which Debtors may request Lender to make advances on Postpetition Debt. All payments pursuant to the Amended Allocable Percentage for October were paid on October

¹ In those facilities that generate positive cash flow from operations (including the Mexican facilities), such cash remaining after payment of all current operating expenses shall be first applied to reduce or eliminate the Restructuring Charges and Wind Down Charges allocable to the Participating and Assisting Customers at such facilities, provided that such application shall
(continue)

1, 2006; all payments pursuant to the Amended Allocable Percentage for November must be paid on November 1, 2006; and all payments pursuant to the Amended Allocable Percentage for the partial month of December shall be paid on December 1, 2006. Funds in the BBK Trust Account shall be released by BBK to Debtors or a Carveout Professional, as the case may be, when due pursuant to the Final Financing Order, the Budget, the Interim Compensation Order with respect to Professional Fees and Disbursements or as approved by the Court; provided that the Participating Customers shall have one business day to review the Debtors' request for a release of funds from the BBK Trust Account before BBK is required to release such funds.

(d) The Budget shall include professional fees and disbursements for the Committee counsel and financial advisor in the aggregate sum of \$300,000, and such professional fees and disbursements shall be deemed fully funded in advance and included in the Cash Infusions to be disbursed as allowed pursuant to the Interim Compensation Procedure. \$150,000 of the funds budgeted for Committee's counsel and financial advisor shall be deemed a funding obligation of Visteon and Delphi for production occurring after November 1, 2006 and, for clarity, shall not be assessed against GM. To the extent necessary to effectuate the terms of this subsection, Visteon and Delphi shall fund the additional amount budgeted for fees and disbursements of Committee's counsel and financial advisor, up to an aggregate amount of \$150,000, as a Cash Infusion.

(e) Any Cash Infusions already paid by a Participating Customer for a Sale Facility or one of the Debtors' Mexican facilities shall be deemed recharacterized as the Postpetition Participation in the case of the Sale Facility, or as Direct CEP Mexico Loans in the

(continued)

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

case of the sale of a CEP Mexico facility, on the terms and conditions set forth in the Final Financing Order. Debtors and the Participating Customers agree to execute and deliver such documents or agreements reasonably necessary to document the foregoing recharacterizations.

(f) An Assisting or Participating Customer's obligation to make Cash Infusions with respect to a given facility shall cease beginning the first day of the calendar month following receipt by counsel for Debtors and counsel for Lender of a Resourcing Completion Notice regarding such facility, provided that such Resourcing Completion Notice is delivered no later than seven (7) days prior to the end of the calendar month in which it is delivered. If a Resourcing Completion Notice is delivered less than seven (7) days prior to the end of a month, it shall not be effective to terminate funding obligations for the next month.

(g) Once Resourcing Completion Notices have been delivered by all Assisting or Participating Customers with respect to a facility, it shall be deemed a "Liquidating Facility" and such customers shall have no further responsibility or obligations with respect to such facility. Lender shall then be responsible for all additional costs incurred at the Liquidating Facilities; provided however such costs did not accrue prior to the designation of the facility as a Liquidating Facility. For clarity, this provision does not amend the allocation of costs for such Liquidating Facility as to each Assisting or Participating Customer as such customer exits the facility.

(h) As long as any Assisting or Participating Customer is receiving Component Parts from Debtors, it shall be liable for its full Amended Allocable Percentage. For clarity, if only one Assisting or Participating Customer remains at any given facility, its Amended Allocable Percentage shall be 100% of the costs allocated to such facility.

(i) Once a facility is deemed a Liquidating Facility, its allocation of costs under Paragraph 3(a)(ii) and (iii) shall be reallocated in full going forward to all facilities that are not yet Liquidating Facilities including the Sale Facility, so that all costs under Paragraph 3(a)(ii) and (iii) continue to be funded hereunder.

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

4. Assisting Customer Accommodations. By agreeing to be bound by the Emergency Order and the terms of this Agreement, the Assisting Customers agreed to the following accommodations:

- (a) Net Immediate (approximately 10 day or equivalent) payment terms;
- (b) Provide Cash Infusions sufficient to fund each Assisting Customer's Initial Allocable Percentage or Amended Allocable Percentage, as the case may be of:

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

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

(iii) Restructuring Charges; and

(iv) Wind Down Charges;

(c) Agree to a limitation of setoff with terms similar to the covenants of the Participating Customers set forth in Paragraph 2 of this Customer Agreement and an inventory buy-back agreement at 100% of Debtors' actual cost regarding raw material and work in process and 100% of the selling price of finished goods.

An Assisting Customer's Initial Allocable Percentage shall be determined by BBK based on the facilities that the Assisting Customer supports, and the upon payment of the Assisting Customer's Initial Allocable Percentage, BBK shall determine the proper method to reimburse the Participating Customers for the payment made by the Assisting Customer. Debtors shall not use any of the Postpetition Debt or Cash Infusions to produce Component Parts for any of its top 22 customers who are not Participating Customers or Assisting Customers.

(d) An Assisting Customer with production at multiple facilities may be an Assisting Customer with respect to one, some or all facilities. An Assisting Customer shall only be liable for its Initial Allocable Percentage or Amended Allocable Percentage, as the case may be, for the facilities in which it opts to be an Assisting Customer. An Assisting Customer may not receive parts from any facility in which it is not an Assisting Customer, except as provided above.

5. Tooling and Equipment.

(a) Tooling Acknowledgment. Debtors, on behalf of themselves and CEP Mexico, and Lender acknowledge and agree that all Customer Tooling is subject to the terms of

this Customer Agreement and is (1) owned by the Participating Customers (“owned” means paid for by the Participating Customer or its respective customer or their affiliates, or delivered by the Participating Customer to Debtors); and (2) is being held by Debtors and, to the extent Debtors have transferred the Customer Tooling to third parties, by such third parties, as bailees at will.

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

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

(d) Designated Equipment Purchase Terms. The purchase price for the Designated Equipment located in the United States will be ninety percent (90%) of appraised orderly liquidation value as set forth in the Accuval Appraisal dated June 20, 2005 (the "*Appraisal*"). If in the reasonable, good faith opinion of the preparer of the Appraisal (the "*Appraiser*"), selling the Designated Equipment would not materially affect the appraised orderly liquidation value of the Other Equipment such that appraised orderly liquidation value of such Other Equipment (located at the same facility as the Designated Equipment being purchased) shall become less than 90% of the orderly liquidation value set forth in the Appraisal, the purchase price for the Designated Equipment to be sold shall be deemed increased by such loss in value of the other machinery and equipment of Debtors at such facility (the "*Other Equipment*") (the extent of which to be determined reasonably and in good faith by the Appraiser); provided, however, such increase in the purchase price for the Designated Equipment identified at Debtors' facility in Tuscaloosa, Alabama shall not exceed \$100,000 in the aggregate. If Designated Equipment sought to be purchased is not on the Appraisal, the purchase price shall be as agreed to between Debtors and the applicable Participating Customer with Lender consent. The Appraiser shall determine the extent of loss in value of such Other Equipment, if any, at the time of a Participating Customer's election to exercise its purchase option with respect to the Designated Equipment. The purchase price for the Designated Equipment located in Mexico will be ninety percent (90%) of appraised net orderly liquidation value, taking into account any impact selling the Designated Equipment would have on the remaining equipment located in the particular Mexican facility, as determined by the Appraiser. The Committee shall be provided with the identification of Designated Equipment and be entitled to confer with the Appraiser.

(e) Lender Consent. The full cash price for the Designated Equipment sold by Debtors to a Participating Customer pursuant to the foregoing option purchase option shall be paid to Lender and applied as Cash Collateral or, if consisting of CEP Mexico Postpetition Working Capital Mexico Proceeds, escrowed in accordance with the Final Financing Order, whereupon Lender shall be deemed to consent to the foregoing sale and release any liens it may have in such Designated Equipment.

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

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

in Paragraph 2(d) of this Customer Agreement, the Participating Customers and their affiliates or respective customers shall have the right to take immediate possession of their respective Customer Tooling and Customer Equipment at any time without payment of any kind from the Participating Customers to Debtors other than as required by this Customer Agreement. Debtors and Lender agree to cooperate with that Participating Customer in its taking possession of the Customer Tooling and Customer Equipment. Likewise, subject to the limitations on resourcing in this Customer Agreement, effective immediately upon written notice to Debtors, without further notice or court hearings, which rights, if any, are hereby waived, the Participating Customers shall have the right to immediately enter the premises of Debtors and take possession of any and all Customer Tooling and Customer Equipment, and Debtors and Lender, if in possession, agree to provide the respective Customer or its nominee(s) with such access; provided, however, Participating Customers shall not unreasonably interfere with Debtors' ongoing manufacturing operations or any marketing or sale activities being conducted by Debtors or Lender when removing Customer Tooling and Customer Equipment, and the Participating Customers agree to fully indemnify the Debtors' estates for any losses or damages caused by such entry.

6. Assumption of Customer Agreements. By virtue of the Final Financing Order, the Access and Security Agreement is deemed assumed by the Debtors; provided however that the Access and Security Agreement is hereby amended as follows: (a) the "Occupancy Period" set forth in Section 3(a) of the Access and Security Agreement shall end upon the Exit Date (as may be extended pursuant to the terms of this Customer Agreement), with respect to all Closing Facilities, on March 19, 2007, with respect to Debtors' facilities in Tuscaloosa, Alabama, on June 30, 2007, with respect to CEP Mexico's facilities in Hermosillo, Mexico and

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

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

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

By virtue of the Final Financing Order, the automatic stay provisions of Code § 362 is vacated and modified to permit each Participating Customer to prepare for resourcing and to resource (where allowed pursuant to the terms of this Customer Agreement), including the removal of all Customer Tooling and Customer Equipment. Debtors shall cooperate with all reasonable requests to assist in a Participating Customer's resourcing efforts including providing requested information and support and allowing access for the Participating Customer or its agent during normal business hours, or after normal business hours upon reasonable request, for the purpose of inspecting Tooling and production of Component Parts and for removal of Tooling, and providing access to employees, plans and documents which will assist in the Participating Customer's resourcing efforts.

8. Miscellaneous:

(a) Severability. Should any provision of this Customer 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 Customer Agreement, and any such holding does not invalidate or render unenforceable that provision in any other jurisdiction wherein it would be valid and enforceable.

(b) Authorization. The parties executing this Customer Agreement as representatives warrant that they have the power and authority to execute this Customer Agreement on behalf of the corporation that they represent and that their signatures bind said corporations to the terms of this Customer Agreement.

(c) Section/Paragraph Headings. The section/paragraph headings used in this Customer 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 Customer Agreement. All references to paragraphs, sections, and Exhibits are to paragraphs, sections, and Exhibits in or to this Customer Agreement unless otherwise specified.

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

(e) Governing Law and Forum. This Customer Agreement is made in the State of Ohio and shall be governed by, and construed and enforced in accordance with, the laws of the State of Ohio.

(f) No Intended Third Party Beneficiary. The parties hereto acknowledge and agree that the rights and interests of the parties under this Customer Agreement are intended to benefit solely the parties to this Customer Agreement, except for the Assisting Customers.

(g) Counterparts. This Customer 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 Customer 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.

(h) Entire Agreement; Conflicts. This Customer Agreement together with the Final Financing Order constitutes the entire understanding of the parties in connection with the subject matter hereof.

(i) CONSULTATION WITH COUNSEL. THE PARTIES HERETO ACKNOWLEDGE THAT THEY HAVE BEEN GIVEN THE OPPORTUNITY TO CONSULT WITH COUNSEL BEFORE EXECUTING THIS CUSTOMER 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 CUSTOMER AGREEMENT.

(j) 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 CUSTOMER AGREEMENT OR ANY OTHER AGREEMENTS BETWEEN THE PARTIES EXECUTED IN CONNECTION WITH THIS CUSTOMER AGREEMENT OR OTHERWISE RELATED TO THIS CUSTOMER 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.

**WACHOVIA CAPITAL FINANCE
CORPORATION (CENTRAL)**

By: _____
Its: _____

GENERAL MOTORS CORPORATION

By: _____
Its: _____

DELPHI AUTOMOTIVE SYSTEMS, LLC

By: _____
Its: _____

VISTEON CORPORATION

By: _____
Its: _____

**CREATIVE ENGINEERED POLYMER
PRODUCTS, LLC**

By: _____
Its: _____

CEP HOLDINGS, LLC

By: _____
Its: _____

THERMOPLASTICS ACQUISITION, LLC

By: _____
Its: _____

**OFFICIAL COMMITTEE OF UNSECURED
CREDITORS OF DEBTORS**

By: _____
Its: _____