

IT IS SO ORDERED.

Dated: 03:23 PM November 09 2007



**IN THE UNITED STATES BANKRUPTCY COURT
FOR THE NORTHERN DISTRICT OF OHIO
EASTERN DIVISION**

IN RE: : Case No. 06-51848
: (Jointly Administered)
CEP HOLDINGS, LLC, et al.,¹ :
: Chapter 11
Debtors. :
: Honorable Marilyn Shea-Stonum
: United States Bankruptcy Judge

**STIPULATION AND AGREED ORDER RESOLVING CLAIM
OF AUTOMOTIVE RENTALS, INC.**

The CEP Liquidating Trust, as successor in interest to the above-captioned debtors-in-possession, (the "Trust") and Automotive Rentals, Inc. ("ARI") hereby stipulate as follows:

RECITALS

1. On September 20, 2006, Debtors filed with this Court its voluntary petitions for relief under Chapter 11 of the Bankruptcy Code (the "Petition Date").

2. As of the Petition Date, ARI and Creative Engineered Polymer Products, LLC ("CEPP"), as successor to Carlisle Engineered Products, Inc., were parties to an Open-End Lease

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

Agreement dated March 14, 2000, pursuant to which ARI, as successor to Hitachi Credit America Corp., provided motor vehicles to CEPP and CEPP was responsible to pay rent and other charges (the "Lease Agreement"). CEPP rejected the Lease Agreement and all leased vehicles have been returned to ARI or otherwise sold.

3. In its schedules of assets and liabilities, CEPP scheduled ARI as holding a general unsecured claim in the amount of \$4,206.47 at Scheduled Claim No. s1336 (the "ARI Scheduled Claim"). On February 27, 2007, ARI filed a proof of claim at Claim No. 556 in the amount of \$10,693.33 asserting a general unsecured claim against CEPP (the "ARI Filed Claim").

4. On October 10, 2007, the Trust filed the Second Omnibus Objection to Claims (Docket 712) (the "Omnibus Claims Objection"). In the Omnibus Claims Objection, the Trust objected to ARI Filed Claim on the basis that the Trust had no liability for such obligation.

5. Since the Petition Date, credits have accrued on CEPP's account applicable to the pre-petition period such that CEPP's account with ARI has a net credit balance in the amount of \$26,359.81 (the "Credit Balance").

6. The Trust and ARI have agreed to the following treatment of ARI's claim and the Credit Balance under the terms set forth below.

STIPULATION

7. The ARI Filed Claim and the ARI Scheduled Claim shall be withdrawn or disallowed in their entirety.

8. ARI shall remit the Credit Balance to the Trust within twenty (20) days of the date the Court enters an order approving this Stipulation and Agreed Order.

9. The Trust on the one hand and ARI on the other hereby release and forever discharge each other and their respective agents, employees, officers, directors, shareholders,

joint venturers, parent companies, affiliated companies, successors, assigns, representatives and attorneys from any and all actions, causes of action, claims, demands, damages, costs, accountings, expenses and compensation of any kind, known or unknown, direct or indirect, arising on or prior to the Petition Date and out of or in connection with the Lease Agreement. The Trust additionally hereby waives and releases all bankruptcy created causes of action against ARI, including but not limited to causes of action arising under 11 U.S.C. §§ 544, 547, 548, 549, and 550.

10. To the extent necessary, ARI is granted relief from the automatic stay provisions of 11 U.S.C. § 362 in order to set off any amounts due from CEPP to ARI against any amount due from ARI to CEPP.

11. Each person proposing this Stipulation represents that he or she has full authority and capacity to make the commitment contained in this Stipulation.

WHEREFORE, the Court finds that good cause exists for approving the settlement of the parties as contained in this Agreed Order.

IT IS, THEREFORE, ORDERED THAT:

1. The ARI Filed Claim and ARI Scheduled Claim are hereby disallowed in their entirety.

2. ARI is hereby directed to remit the Credit Balance to the Trust on or within twenty (20) days from the date hereof.

3. The releases contained in paragraph 9 above by and between the Trust and ARI are hereby approved.

4. ARI is granted relief from the automatic stay provisions of 11 U.S.C. § 362 in order to set off any amounts due from CEPP to ARI against any amount due from ARI to CEPP.

5. This Court shall retain jurisdiction with respect to any matters arising or relating to this Stipulation and Agreed Order.

IT IS SO ORDERED.

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Respectfully submitted by:

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