

AKIN GUMP
STRAUSS HAUER & FELD LLP

Attorneys at Law

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December 22, 2009

Cooper-Standard Holdings Inc.
39550 Orchard Hill Place
Novi, Michigan 48375
Attention: Timothy W. Hefferon

Ladies and Gentlemen:

We are pleased that you have decided to work with a group of noteholders (the "**Group**") that we have previously identified to you to put together a comprehensive reorganization transaction (the "**Potential Transaction**") to assist Cooper-Standard Holdings Inc., a Delaware corporation (as a debtor-in-possession and a reorganized debtor, as applicable, the "**Company**") in exiting its chapter 11 cases currently pending in the United States Bankruptcy Court of Delaware.

In connection with the Potential Transaction, Akin Gump Strauss Hauer & Feld LLP ("**Akin Gump**") is incurring, and will continue to incur, substantial costs and expenses in its representation of the Group (including, without limitation, fees and disbursements of counsel assisting Akin Gump and the Group, drafting, negotiating and finalizing all documentation, filing and recording fees, costs and expenses of due diligence, transportation, duplication, messenger, appraisal, audit, and consultant costs and expenses). As such, and in an effort to further the process of the Potential Transaction, the Company hereby agrees, promptly after receiving Bankruptcy Court approval, to advance to Akin Gump \$250,000.00 against the incurrence of such fees and expenses on behalf of the Group (the "**Initial Advance**"). In addition, the Company hereby agrees to pay Akin Gump for any additional costs and expenses incurred in excess of the Initial Advance, regardless of whether any Potential Transaction is consummated, upon receipt of invoices relating to such costs and expenses.

Akin Gump agrees that, in connection with its engagement by the Group as it relates to the Potential Transaction, the Company will not be liable for (i) expenses incurred prior to December 14, 2009 (the "**Start Work Date**") or (ii) expenses incurred after any date (the "**Stop Work Date**") should the Company instruct Akin Gump, in writing, to stop incurring expenses in connection with the Potential Transaction; it being understood that the foregoing shall not affect the Company's liability for all expenses incurred for the period beginning on the Start Work Date and ending on the Stop Work Date, but billed after the Stop Work Date.

The payment of these fees is an integral part of the Potential Transaction and shall constitute an administrative expense of the Debtors under sections 364(c)(1), 503(b) and 507(a)(2) of the Bankruptcy Code.

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You agree that, once paid, the fees or any part thereof payable hereunder or under any definitive agreement regarding the Potential Transaction will not be refundable under any circumstances. All fees payable hereunder and under such definitive agreement will be paid in immediately available funds and shall not be subject to reduction by way of setoff or counterclaim.

This letter may not be amended or any provision hereof waived or modified except by an instrument in writing signed by each of the parties hereto. **THIS LETTER SHALL BE GOVERNED BY, AND CONSTRUED IN ACCORDANCE WITH, THE LAWS OF THE STATE OF NEW YORK.** This letter may be executed in any number of counterparts, each of which shall be an original and all of which, when taken together, shall constitute one agreement. Delivery of an executed counterpart of a signature page of this letter by facsimile transmission shall be effective as delivery of a manually executed counterpart of this letter.

If the foregoing correctly sets forth our understanding, please indicate your acceptance of the terms hereof by returning to us an executed counterpart hereof, whereupon this letter shall become a binding agreement between us, subject to the approval of the Bankruptcy Court.

Very truly yours,

AKIN GUMP STRAUSS HAUER & FELD
LLP

Daniel H. Golden

Accepted and agreed to as of the date
first above written:

COOPER-STANDARD
HOLDINGS INC.

By:

Name: Timothy W. Heffernan
Title: Vice President, General Counsel
or Secretary