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SERVICES AND COMPENSATION AGREEMENT

THIS SERVICES AND COMPENSATION AGREEMENT is entered into as of the 16 day of DEC, 2009 by and between COOPER STANDARD AUTOMOTIVE, headquartered in Novi, MI, ("Principal"), and JONES LANG LASALLE MICHIGAN, LLC, a Michigan limited liability company (hereinafter "Jones Lang LaSalle").

WITNESSETH:

WHEREAS, Principal desires to employ Jones Lang LaSalle as its sole and exclusive agent for the purpose of assisting Principal in leasing office space as set forth below; and

WHEREAS, Jones Lang LaSalle is willing to assist Principal on the terms and conditions set forth herein.

NOW THEREFORE, in consideration of the mutual promises set forth herein, Principal and Jones Lang LaSalle hereby agree as follows:

1. The Services. Principal does hereby employ Jones Lang LaSalle as its sole and exclusive agent for the purpose of locating, evaluating, negotiating and securing office / industrial space on behalf of the Principal in the Detroit metropolitan area (hereinafter "Services"). Jones Lang LaSalle does hereby accept the foregoing employment and diligently agrees to use its good faith efforts in accordance with applicable professional standards to perform the Services. The parties agree to act in good faith, including Principal's cooperation with Jones Lang LaSalle in endeavoring to have the desired transactions, once determined by Principal, executed on satisfactory terms as soon as possible. Without limiting the foregoing, Principal agrees to refer all inquiries to Jones Lang LaSalle and to conduct all negotiations through Jones Lang LaSalle; but Jones Lang LaSalle has no right or authority to commit or otherwise obligate Principal in any manner whatsoever unless and until expressly authorized in writing by Principal. Notwithstanding the foregoing, the parties acknowledge Principal is currently a debtor in a case under chapter 11 of title 11 of the United States Code (the "Bankruptcy Code") in the United States Bankruptcy Court for the District of Delaware (the "Bankruptcy Court"), captioned In re Cooper Standard Holdings Inc., et al, Case No. 09-12743 (PJW). Any and all obligations of either party under this Agreement shall be expressly contingent upon Principal obtaining Bankruptcy Court of approval. However, in the interest of time, the parties have agreed once this Agreement is fully executed, Jones Lang LaSalle shall commence its performance of the Services.

2. Designated Representatives. The Detroit office of Jones Lang LaSalle will be responsible to Principal for the supervision, coordination and direction of Jones Lang LaSalle services under this Agreement. Jones Lang LaSalle reserves the right to designate another member of its firm to act in that capacity should Jones Lang LaSalle deem it necessary. James Becker, Managing Director is designated by Principal to act for and on behalf of Principal pursuant to this Agreement, provided Principal may designate another person in writing from time to time to act on behalf of Principal.

3. Commission Amount. In the event Principal executes a lease for space as set forth above during the term of this Agreement, including a renewal or extension of Principal's existing lease, if any, Jones Lang LaSalle will be entitled to receive from the lessor or sublessor or its agent (collectively the "landlord") a commission (the "Commission") based on applicable market rates. The execution and delivery of a lease by both parties is the only prerequisite to the earning of the Commission. In the event Jones Lang LaSalle renegotiates a lease and causes a rent reduction with no additional term, Jones Lang LaSalle shall be entitled to compensation consistent with market rates for such comparable services.

4. Payment of Commission. Principal shall have no liability or obligation to pay to Jones Lang LaSalle any Commissions for Jones Lang LaSalle's services hereunder. Jones Lang LaSalle agrees to look solely to the landlord for payment of the Commission; provided, however, Principal agrees not to enter into a lease with a landlord who has refused to enter into a written commission agreement with Jones Lang LaSalle to pay the Commission. Moreover, Principal hereby agrees to include in the lease Principal's right to offset against the rent the amount of the Commissions (or any portion thereof) which has not been paid by the landlord when due; and in such event, Principal will pay the Commission (or the unpaid portion thereof) to Jones Lang LaSalle and offset such amount against the rent. Additionally, Principal shall cooperate with Jones Lang LaSalle in Jones Lang LaSalle's pursuit of any other compensation earned by it pursuant to the terms of this Agreement.

Jones Lang LaSalle and Principal understand that it may be preferable in certain instances to make a net offer to the landlord with Principal paying the Commission; prior to any such action, however, Principal shall approve in writing such strategy and the Commission. In the event that the commission offered by the landlord is greater than the Commission, Jones Lang LaSalle will, at Principal's election, either rebate the excess to Principal or inform the landlord at the outset of the assignment that Jones Lang LaSalle will accept no more than the amount of the Commission and that the excess compensation should be used to improve the financial terms to Principal.

5. Alternative Transactions. If, instead of leasing space as set forth herein, Principal enters into a contract during the term of this Agreement to purchase a property that Jones Lang LaSalle has identified pursuant to this Agreement, then Jones Lang LaSalle will be entitled to receive at the closing a Commission based on the purchase price of the property and the standard purchase commission rate for the area where the property is located. Such commission shall be paid by the seller and the Principal will promote the fee proposed.

If, instead of leasing space as set forth herein, Principal enters into an agreement during the term of this Agreement to have a building constructed (by any party including any Jones Lang LaSalle affiliate or Principal acting as developer) specifically for its use, then Jones Lang LaSalle will be entitled to a commission. The commission shall be calculated based on the cost of developing the building and the standard purchase commission rate for the area where the building is located. The commission shall be paid to Jones Lang LaSalle upon execution of the agreement to develop the building. The commission shall be paid to Jones Lang LaSalle by the developer and the Principal will promote the fee proposed and shall cooperate with Jones Lang LaSalle in its pursuit in receiving such fee.

6. Indemnities. Principal agrees to and will defend (with counsel reasonably acceptable to Jones Lang LaSalle), indemnify and hold harmless Jones Lang LaSalle, its affiliates and subsidiaries and each and all of their officers, directors, employees, shareholders and agents from and against all claims, losses, liabilities and expenses (including reasonable attorneys' fees, expert witness fees and court costs), arising out of or in connection with any of the activities described in this Agreement, except to the extent such claims, losses, liabilities and expenses arise by virtue of Jones Lang LaSalle's negligence or intentional misconduct hereunder.

Jones Lang LaSalle agrees to and will defend (with counsel reasonably acceptable to Principal), indemnify and hold harmless Principal, its affiliates and subsidiaries and each and all of their officers, directors, employees, partners and agents from and against all claims, losses, liabilities and expenses (including reasonable attorneys' fees, expert witness fees and court costs), to the extent such claims, losses, liabilities and expenses arise out of the negligence or intentional misconduct of Jones Lang LaSalle in connection with any of the activities described in this Agreement.

7. Term. This Agreement shall commence upon the date set forth below and shall remain in full force and effect until May 31, 2010. After 120 days from the commencement of this Agreement, either party may terminate this Agreement by providing 30 days' written notice to the other party of such termination. Such termination will be with respect to Jones Lang LaSalle's further representation of Principal, but will not affect

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Principal's responsibility hereunder for the payment of any commission, fees or reimbursable expenses to which Jones Lang LaSalle may be entitled in accordance with this Agreement for Services prior to the termination.

Notwithstanding anything in this Agreement to the contrary, Jones Lang LaSalle shall be entitled to a Commission as provided above with respect to any lease or other transaction that is contracted for after the expiration or termination of this Agreement if:

- A. Prior to such expiration or termination Jones Lang LaSalle has contacted the landlord, owner or developer of the relevant property or the agent of any such party regarding the possibility of a lease or other transaction with Principal and has informed Principal of the availability of the property as an alternative; and
- B. Within 12 months immediately following the expiration or termination of this agreement, a contract, lease or agreement between Principal and the landlord, owner or developer is executed.

8. Other Services. While other real estate services including, but not limited to, site disposition, development, construction management, property leasing, property management and property financing may be provided by Jones Lang LaSalle and/or its affiliates, they are not within the scope of this Agreement. These services may be provided by Jones Lang LaSalle and/or its affiliates pursuant to the terms of separate agreements between Principal and the appropriate Jones Lang LaSalle entity.

While Jones Lang LaSalle may be doing a survey of building systems for tenant comfort purposes at any property Principal intends to lease, Principal acknowledges and agrees that Jones Lang LaSalle is not an expert in and would not be doing an in-depth review of any environmentally hazardous materials (including but not limited to, asbestos and/or PCB's), engineering matters (structural or otherwise) or legal, regulatory or other technical issues and that Jones Lang LaSalle is not providing any advice with respect to such materials, matters or issues. Principal agrees to hire such experts as it deems necessary to investigate any environmental matters, engineering matters, legal or regulatory matters or other technical matters at any property it intends to lease, purchase or occupy. Jones Lang LaSalle, however, will, if requested, assist Principal in identifying, selecting, and negotiating for these services.

9. Confidentiality; Publicity. Jones Lang LaSalle shall maintain confidentiality with respect to any and all non-public information obtained from Principal relating to the Services. In addition, any and all information, data, studies, etc., collected or created in connection with the Services performed for Principal shall be and remain Principal's property. Copies of such information shall be delivered to Principal upon request.

Jones Lang LaSalle shall not issue or release for publication any articles or advertising or publicity materials relating to the work performed hereunder or mentioning or implying the name of Principal, its affiliated companies, or any of their personnel, unless prior written consent is granted by Principal. In the event that Principal elects to publicize or authorizes publicity of matters performed hereunder, Principal shall use its best efforts to have Jones Lang LaSalle referenced in such publicity.

10. Limited Liability. Each party's liability hereunder shall be limited to its assets; and no partner, director, officer, agent, servant, employee, representative or affiliate of either party shall have any personal liability in connection with this Agreement. Neither party shall be liable to the other for, and each party hereby waives any and all rights to claim against the other, any special, indirect, incidental, consequential, punitive or exemplary damages in connection with this Agreement, including, but not limited to, lost profits, even if the party has knowledge of the possibility of such damages; and, except for the indemnification obligations expressly set forth herein, in no event shall Jones Lang LaSalle's liability to Principal exceed the fees paid to Jones Lang LaSalle in connection with this Agreement.

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11. Taxes. Principal shall be responsible for all taxes due and payable on the Commission or any other payments to Jones Lang LaSalle in connection with the Services to the extent such taxes are not paid by the landlord, including any sales tax, value-added tax or gross receipts tax; provided, however, in no event shall Principal be responsible for any net income, franchise or property tax assessed against Jones Lang LaSalle, all of which shall be the responsibility of Jones Lang LaSalle.

12. Miscellaneous. This Agreement represents the complete and final understanding between Jones Lang LaSalle and Principal with respect to the subject matter hereof and may not be waived, amended, or modified by either party, unless such waiver, amendment or modification is in writing and signed by both parties. If any provision of this Agreement is invalid under applicable law, such invalidity shall not affect the other provisions of this Agreement. This Agreement shall be governed by the laws of the state where the property to be leased is located. This Agreement is binding upon the parties hereto and their respective successors and assigns; provided, however, this Agreement may not be assigned by either party except to any other entity which acquires all or substantially all of the business and employees of such party.

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**SIGNATURES ON FOLLOWING PAGE**

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IN WITNESS WHEREOF, the parties have executed this Agreement as of the day and year first above written.

JONES LANG LASALLE MIDWEST, LLC (Jones Lang LaSalle)

By: [Signature]

Name: Ronald J. Gombur

Title: EVP

Address: Detroit, MI

COOPER STANDARD AUTOMOTIVE (Principal)

By: [Signature]

Name: MICHAEL VERWILT

Title: VICE PRESIDENT

Address: NOVI, MI