

**BANC OF AMERICA
SECURITIES LLC**
9 West 57th Street
New York, New York
10019

**DEUTSCHE BANK
SECURITIES INC.**
60 Wall Street
New York, New York
10005

**UBS SECURITIES
LLC**
299 Park Avenue
New York, New York
10019

**BARCLAYS
CAPITAL**
745 Seventh Avenue
New York, New York
10019

April 21, 2010

Cooper-Standard Holdings Inc.
Cooper-Standard Automotive Inc.
Cooper-Standard Automotive Canada Limited
39550 Orchard Hill Place
Novi, Michigan 48375

Attention: Mr. Allen J. Campbell

Re: Joint Commitment for Revolving Credit Facility

Mr. Campbell:

You have advised each of the undersigned that Cooper-Standard Automotive Inc., an Ohio corporation ("US Borrower"), and a debtor and debtor in possession in a case (the "US Case") under chapter 11 of the U.S. Bankruptcy Code, 11 U.S.C. § 101-1532 et. seq. in the United States Bankruptcy Court for the District of Delaware (the "US Bankruptcy Court"), and Cooper-Standard Automotive Canada Limited, a corporation organized under the laws of Ontario ("Canadian Borrower"; and collectively with US Borrower, "Borrowers"), and a debtor in a case (the "Canadian Case"; and collectively with the US Case, the "Bankruptcy Cases") under the Companies' Creditors Arrangement Act, R.S.C. 1985, c. C-36 (the "CCAA") pending in the Ontario Superior Court of Justice (Commercial List) (the "Canadian Bankruptcy Court"), are seeking commitments to finance in part their exits from the Bankruptcy Cases, to issue standby or commercial letters of credit, and to finance ongoing working capital needs and general corporate purposes. In connection with the foregoing, you have requested that Banc of America Securities LLC ("BAS"), Deutsche Bank Securities Inc. ("DBSI") and UBS Securities LLC ("UBSS"; and, together with BAS and DBSI, the "Lead Arrangers") agree to arrange the Revolving Credit Facility referred to below, and that Bank of America, N.A. ("Bank of America"), Deutsche Bank Trust Company Americas ("DBTCA"), UBS Loan Finance LLC ("UBSLF") and Barclays Bank PLC ("BBP"; and, together with Bank of America, DBTCA and UBSLF, the "Banks", and, together with the Lead Arrangers, the "Commitment Parties") commit to provide the entire principal amount of the Revolving Credit Facility referred to below.

Bank of America is pleased to commit to be the administrative agent (the "Administrative Agent") for a \$125,000,000 senior revolving credit facility (apportioned between Canada and the U.S. in amounts to be mutually agreed upon) (the "Revolving Credit Facility") to Borrowers, and to lend up to \$50,000,000 in principal amount of the Revolving Credit Facility, on the terms of this letter, including the Summary of Terms attached hereto (collectively, the "Joint Commitment Letter") and in the Joint Fee Letter referred to below. DBTCA is pleased to commit to lend up to \$30,000,000 in principal amount of the Revolving Credit Facility, on the terms set forth in this Joint Commitment Letter and in the Joint Fee Letter. UBSLF

is pleased to commit to lend up to \$20,000,000 in principal amount of the Revolving Credit Facility, on the terms set forth in this Joint Commitment Letter and in the Joint Fee Letter. BBP is pleased to commit to lend up to \$25,000,000 in principal amount of the Revolving Credit Facility, on the terms set forth in this Joint Commitment Letter and in the Joint Fee Letter. The Lead Arrangers are also pleased to advise you of their willingness to form a syndicate of financial institutions (together with the Banks, the "Lenders") for the Revolving Credit Facility, and to advise you that each is willing to act as a joint lead arranger for the Revolving Credit Facility. It is agreed that Bank of America will act as sole and exclusive Administrative Agent for the Revolving Credit Facility, DBTCA will act as the sole and exclusive Syndication Agent for the Revolving Credit Facility, that the Lead Arrangers will act as the sole and exclusive Joint Lead Arrangers and Joint Bookrunners for the Revolving Credit Facility and that BBP will act as the sole and exclusive Co-Agent. No additional agents, co-agents or arrangers will be appointed and no other titles will be awarded without our prior written approval. You agree that (i) BAS will have "left" placement on any and all marketing materials or other documentation used in connection with the Revolving Credit Facility, (ii) DBSI will have "immediate right" placement on any and all marketing materials or other documentation used in connection with the Revolving Credit Facility and (iii) UBSS will have "right" placement on any and all marketing materials or other documentation used in connection with the Revolving Credit Facility. You agree that, effective upon your acceptance of this Joint Commitment Letter and continuing through the earlier of (i) the Termination Date or (ii) July 31, 2010, you shall not solicit any other bank, investment bank, financial institution, person or entity to provide, structure, arrange or syndicate the Revolving Credit Facility or any other senior financing similar to the Revolving Credit Facility (other than the "Senior Notes" or "Term Loans", as each is defined in the Summary of Terms attached hereto).

The undertakings of the Commitment Parties herein are subject to satisfaction of the following conditions, in a manner acceptable to the Commitment Parties: (a) the accuracy and completeness, in all material respects, of all representations that you and your affiliates make to the Commitment Parties and your compliance with the terms of (i) this Joint Commitment Letter, (ii) the joint fee letter of even date between you and us (the "Joint Fee Letter"), (iii) that certain administrative agent fee letter of even date between you and Bank of America (the "Administrative Agent Fee Letter") and (iv) that certain letter agreement dated January 26, 2010 between US Borrower, Bank of America and BAS (the "Diligence Fee Letter"; collectively with the Joint Fee Letter and the Administrative Agent Fee Letter, the "Fee Letters"); (b) prior to and during the syndication of the Revolving Credit Facility, through the earliest to occur of (i) completion of a successful primary syndication (as determined by the Lead Arrangers in their sole discretion) and (ii) 90 days after the Closing Date (as defined below), there shall be no competing offering, placement or arrangement of any debt securities or bank financing by or on behalf of Borrowers or any of their subsidiaries (other than (x) the Senior Notes or Term Loans, as applicable and (y) other competing indebtedness separately disclosed to us in writing and acknowledged in writing by us to be permitted to be offered, placed or arranged); and (c) no change, occurrence or development shall have occurred or become known to the Commitment Parties since December 31, 2009 (other than those that customarily occur as a result of events following the commencement of a proceeding under chapter 11 of the U.S. Bankruptcy Code) that could reasonably be expected to have a material adverse effect on the business, assets, properties, liabilities (actual or contingent), operations or condition (financial or otherwise) of Cooper-Standard Holdings Inc. ("Holdings") and its subsidiaries, taken as a whole.

The Lead Arrangers intend to commence syndication efforts promptly upon your acceptance of this Joint Commitment Letter and the Fee Letters, it being understood that the agreements and commitments of the Commitment Parties are not subject to a successful syndication of the Revolving Credit Facility. You agree to actively assist the Lead Arrangers in achieving a syndication of the Revolving Credit Facility that is satisfactory to the Lead Arrangers and you. Such assistance shall include (a) your providing and causing your advisors to provide to the Lead Arrangers and the other Lenders, upon request, through the earliest to occur of (i) completion of a successful primary syndication (as determined by the Lead

Arrangers in their sole discretion) and (ii) 90 days after the Closing Date, all information reasonably deemed necessary by the Lead Arrangers to complete syndication; (b) your assistance in the preparation of an information memorandum to be used in connection with the syndication; (c) your using commercially reasonable efforts to ensure that the syndication efforts benefit materially from your existing banking relationships; and (d) otherwise assisting the Lead Arrangers in their syndication efforts, including by making your senior management and advisors available from time to time to attend and make presentations regarding the business and prospects of Holdings and its subsidiaries at one or more meetings of prospective Lenders.

It is understood and agreed that the Lead Arrangers will, in consultation with you, manage and control all aspects of the syndication, including decisions as to the selection of prospective Lenders and any titles offered to proposed Lenders, when commitments will be accepted and the final allocations of the commitments among the Lenders. It is understood that no Lender participating in the Revolving Credit Facility will receive compensation from you in order to obtain its commitment, except on the terms provided herein. It is also understood and agreed that the amount and distribution of fees among the Lenders will be at the sole discretion of the Lead Arrangers.

You hereby represent, warrant and covenant that (a) all information, other than Projections (as defined below), which has been or is hereafter made available to the Commitment Parties or the other Lenders by you or any of your representatives (or on your or their behalf) in writing in connection with the transactions contemplated hereby (collectively, "Information"), taken as a whole, is and will be when furnished, complete and correct in all material respects and does not and will not contain any untrue statement of a material fact or omit to state a material fact necessary to make the statements contained therein not misleading in any material respect; and (b) all financial projections concerning Holdings and its subsidiaries that have been or are hereafter made available (other than general market data) to the Commitment Parties or the other Lenders by you or any of your representatives ("Projections") have been and will be prepared in good faith based upon reasonable assumptions, it being understood that actual results may vary from such Projections, and such variances may be material. You agree to furnish the Commitment Parties with such Information and Projections as they may reasonably request and to supplement the Information and Projections from time to time until the closing date for the Revolving Credit Facility (the "Closing Date"), so that the representations, warranties and covenants in the preceding sentence are correct on the Closing Date. In issuing this commitment and in arranging and syndicating the Revolving Credit Facility, the Commitment Parties are and will be relying on, without independent verification, the Information and Projections.

By executing this Joint Commitment Letter, you agree to reimburse the Commitment Parties from time to time on demand for all reasonable out-of-pocket fees and expenses (including without limitation (a) the reasonable fees, disbursements and other charges of counsel, including any Canadian, special or local counsel, or of other advisors and (b) due diligence expenses) incurred in connection with the Revolving Credit Facility, the syndication thereof, the preparation of the definitive documentation therefor (the "Revolving Credit Facility Documentation") and the other transactions contemplated hereby.

You agree to indemnify and hold harmless the Commitment Parties and each of their affiliates, officers, directors, employees, agents, advisors, counsel and other representatives (each, an "Indemnified Party") from and against (and will reimburse each Indemnified Party as the same are incurred for) any and all claims, damages, losses, liabilities and expenses that may be incurred by or asserted or awarded against any Indemnified Party, in each case arising out of or in connection with or by reason of (including, without limitation, in connection with any investigation, litigation or proceeding or preparation of a defense in connection therewith) (a) any matters contemplated by this Joint Commitment Letter or any substantially similar related transaction or (b) the Revolving Credit Facility and any other substantially similar financings or any use made or proposed to be made with the proceeds thereof (in all cases,

whether or not caused or arising, in whole or in part, out of the comparative, contributory or sole negligence of the Indemnified Party), except to the extent such claim, damage, loss, liability or expense is found in a final, nonappealable judgment by a court of competent jurisdiction to have resulted from such Indemnified Party's gross negligence or willful misconduct or such Indemnified Party's or its affiliate's breach of this Joint Commitment Letter. In the case of an investigation, litigation or proceeding to which the indemnity in this paragraph applies, such indemnity shall be effective whether or not such investigation, litigation or proceeding is brought by you, your equity holders or creditors, a third party or an Indemnified Party, whether or not an Indemnified Party is otherwise a party thereto and whether or not the transactions contemplated hereby are consummated. You also agree that no Indemnified Party shall have any liability (whether direct or indirect, in contract or tort, or otherwise) to you or your affiliates or to your or their respective equity holders or creditors arising out of, related to or in connection with any aspect of the transactions contemplated hereby, except to the extent of direct, as opposed to special, indirect, consequential or punitive, damages determined in a final, nonappealable judgment by a court of competent jurisdiction to have resulted from such Indemnified Party's gross negligence or willful misconduct. It is further agreed that the Commitment Parties shall only have liability to you (as opposed to any other person), and that the Banks shall be liable solely in respect of their own arrangements to the Revolving Credit Facility on a several, and not joint, basis with any other Lender, and that such liability shall only arise to the extent damages have been caused by a breach of the Commitment Parties' obligations hereunder to negotiate the Revolving Credit Facility Documentation in good faith on the terms set forth herein, as determined in a final, nonappealable judgment by a court of competent jurisdiction. Notwithstanding any other provision of this Joint Commitment Letter, no Indemnified Party shall be liable for any damages arising from the use by others of information or other materials obtained through electronic telecommunications or other information transmission systems.

This Joint Commitment Letter and the Fee Letters are confidential and, except for disclosure on a confidential basis to your accountants, attorneys, current and prospective controlling persons, the committee of unsecured creditors appointed in respect of the US Case (subject to the terms of the confidentiality agreement between the US Borrower and such committee) and other professional advisors retained by you in connection with the Revolving Credit Facility or as otherwise required by law or compulsory legal process, may not be disclosed in whole or in part to any person or entity without the prior written consent of the applicable Commitment Party or Commitment Party party thereto; provided, however, that you may disclose this Joint Commitment Letter (but not the Fee Letters (other than the Diligence Fee Letter) except to the extent (i) filed with the US Bankruptcy Court and Canadian Bankruptcy Court under seal and (ii) furnished to the Office of the United States Trustee pursuant to and in compliance with the terms of a seal order regarding the Fee Letters), after your acceptance of same, in filings with the US Bankruptcy Court, the Canadian Bankruptcy Court, the Securities and Exchange Commission and other applicable regulatory authorities, rating agencies and stock exchanges.

You acknowledge that the Commitment Parties and their affiliates may be providing financing or other services to parties whose interests may conflict with yours. The Commitment Parties agree that they will not furnish confidential information obtained from you to any of their other customers and that they will treat confidential information relating to you and your affiliates with the same degree of care as they treat their own confidential information. The Commitment Parties further advise you that they will not make available to you confidential information that the Commitment Parties or their affiliates have obtained or may obtain from any other customer. In connection with the services and transactions contemplated hereby, you agree that the Commitment Parties are permitted to access, use and share, with any of their affiliates, agents, advisors or representatives, any information concerning you or any of your affiliates that is or may come into the possession of the Commitment Parties or their affiliates (provided such persons are informed of the confidential nature of the information and instructed to keep it confidential).

In connection with all aspects of each transaction contemplated by this letter, you acknowledge and agree, and acknowledge your affiliates' understanding, that (a) the Revolving Credit Facility and any related arranging or other services described in this letter constitute arm's-length commercial transactions between you and your affiliates, on the one hand, and the applicable Commitment Party on the other hand, and you are capable of evaluating and understanding, and do understand and accept, the terms, risks and conditions of the transactions contemplated by this Joint Commitment Letter; (b) in connection with the process leading to such transactions, each Commitment Party is and has been acting solely as a principal and is not the financial advisor, agent or fiduciary for you or any of your affiliates, stockholders, creditors or employees or any other party; (c) no Commitment Party has assumed nor will it assume an advisory, agency or fiduciary responsibility in your or your affiliates' favor with respect to any of the transactions contemplated hereby or the process leading thereto (irrespective of whether any Commitment Party has advised or is currently advising you or your affiliates on other matters) and no Commitment Party has any obligation to you or your affiliates with respect to the transactions contemplated hereby except those obligations expressly set forth in this letter; (d) each Commitment Party and its affiliates may be engaged in a broad range of transactions that involve interests that differ from yours and your affiliates, and no Commitment Parties have any obligation to disclose any of such interests by virtue of any advisory, agency or fiduciary relationship; and (e) no Commitment Party has provided any legal, accounting, regulatory or tax advice with respect to any of the transactions contemplated hereby and you have consulted your own legal, accounting, regulatory and tax advisors to the extent you have deemed appropriate. You hereby waive and release, to the fullest extent permitted by law, any claims that you may have against any Commitment Party with respect to any breach or alleged breach of agency or fiduciary duty.

The provisions of the five preceding paragraphs, and the second paragraph below, shall remain in full force and effect regardless of whether the Revolving Credit Facility Documentation shall be executed and delivered, and notwithstanding the termination of this Joint Commitment Letter or any undertaking hereunder; provided, however, such provisions shall automatically terminate and be superseded by the corresponding provisions in the Revolving Credit Facility Documentation on the Closing Date.

This Joint Commitment Letter and the Fee Letters may be executed in counterparts which, taken together, shall constitute an original. Delivery of an executed counterpart of this Joint Commitment Letter or the Fee Letters by facsimile or electronic mail shall be effective as delivery of a manually executed counterpart thereof.

This Joint Commitment Letter and the Fee Letters (other than the Diligence Fee Letter) shall be governed by the laws of the State of New York. You consent to the exclusive jurisdiction and venue of the federal courts located in New York, New York, the United States Bankruptcy Court for the District of Delaware or the Ontario Superior Court of Justice, as applicable, with respect to any litigation, claim or controversy arising hereunder. Each of you and each Commitment Party hereby irrevocably waives any and all right to trial by jury in any action, proceeding or counterclaim (whether based on contract, tort or otherwise) arising out of or relating to this Joint Commitment Letter, the Fee Letters, the transactions contemplated thereby, or the actions of the Commitment Parties in the negotiation, performance or enforcement thereof. The undertakings of the Commitment Parties may be terminated by us if you fail to perform your obligations under this Joint Commitment Letter or the Fee Letters on a timely basis. The date upon which the Commitment Parties shall deliver written notice to you of any termination referred to in the preceding sentence shall be referred to herein as the "Termination Date".

Each Commitment Party hereby notifies you that pursuant to the requirements of the USA Patriot Act, Title III of Pub. L. 107-56 (signed into law October 26, 2001), the Proceeds of Crime (Money Laundering) and Terrorist Financing Act (Canada) and all other anti-money laundering legislation, guidelines and policies (collectively, the "Act"), each Commitment Party is required to obtain, verify and

record information that identifies Borrowers, which information includes Borrowers' legal names, addresses, tax ID numbers and other information that will allow the Commitment Parties to identify Borrowers in accordance with the Act. The Commitment Parties will also require information regarding each guarantor, if any, and may require information regarding Borrowers' management and owners, such as legal name, address, social security number and date of birth.

This Joint Commitment Letter and the Fee Letters embody the entire agreement and understanding among the Commitment Parties, you and your affiliates with respect to the Revolving Credit Facility, and supersede all prior agreements and understandings relating thereto. Notwithstanding anything herein to the contrary, you acknowledge and agree that the Diligence Fee Letter shall remain in full force and effect; provided that amounts payable to Bank of America and BAS thereunder shall not be duplicative of any amounts payable to Bank of America and BAS hereunder. Those matters that are not covered or made clear are subject to mutual agreement of the parties. No party has been authorized by the Commitment Parties to make any oral or written statements that are inconsistent with this Joint Commitment Letter and the Fee Letters. This Joint Commitment Letter is not assignable by Borrowers without our prior written consent and is intended to be solely for the benefit of the parties hereto and the Indemnified Parties.

This offer will expire at 5:00 p.m. (Chicago time) on April 21, 2010, unless you execute this letter and the Fee Letters and return them to us prior to that time. If this letter and the Fee Letters are executed and delivered by such date, this undertaking and commitment will thereafter expire on July 31, 2010, unless the Revolving Credit Facility Documentation is executed and delivered by that date.

[Remainder of page intentionally left blank]

We look forward to working with you in the coming weeks on this important financing.

BANK OF AMERICA, N.A.

By: Brad H. Breidenbach
Name: Brad H. Breidenbach
Its: Senior Vice President

BANC OF AMERICA SECURITIES LLC

By: _____
Name: _____
Its: _____

**DEUTSCHE BANK TRUST COMPANY
AMERICAS**

By: _____
Name: _____
Its: _____

By: _____
Name: _____
Its: _____

DEUTSCHE BANK SECURITIES INC.

By: _____
Name: _____
Its: _____

By: _____
Name: _____
Its: _____

UBS LOAN FINANCE LLC

By: _____
Name: _____
Its: _____

UBS SECURITIES LLC

By: _____
Name: _____
Its: _____

We look forward to working with you in the coming weeks on this important financing.

BANK OF AMERICA, N.A.

By: _____
Name: _____
Its: _____

BANC OF AMERICA SECURITIES LLC

By: Janet Jarrett
Name: JANET JARRETT
Its: MANAGING DIRECTOR

**DEUTSCHE BANK TRUST COMPANY
AMERICAS**

By: _____
Name: _____
Its: _____

By: _____
Name: _____
Its: _____

DEUTSCHE BANK SECURITIES INC.

By: _____
Name: _____
Its: _____

By: _____
Name: _____
Its: _____

UBS LOAN FINANCE LLC

By: _____
Name: _____
Its: _____

UBS SECURITIES LLC

By: _____
Name: _____
Its: _____

We look forward to working with you in the coming weeks on this important financing.

BANK OF AMERICA, N.A.

By: _____
Name: _____
Its: _____

BANC OF AMERICA SECURITIES LLC

By: _____
Name: _____
Its: _____

**DEUTSCHE BANK TRUST COMPANY
AMERICAS**

By: 
Name: **FRANK FAZIO**
Its: **Managing Director**

By: 
Name: **PHILIP SALIBA**
Its: **DIRECTOR**

DEUTSCHE BANK SECURITIES INC.

By: 
Name: **FRANK FAZIO**
Its: **Managing Director**

By: 
Name: **PHILIP SALIBA**
Its: **DIRECTOR**

UBS LOAN FINANCE LLC

By: _____
Name: _____
Its: _____

UBS SECURITIES LLC

By: _____
Name: _____
Its: _____

We look forward to working with you in the coming weeks on this important financing.

BANK OF AMERICA, N.A.

By: _____
Name: _____
Its: _____

BANC OF AMERICA SECURITIES LLC

By: _____
Name: _____
Its: _____

**DEUTSCHE BANK TRUST COMPANY
AMERICAS**

By: _____
Name: _____
Its: _____

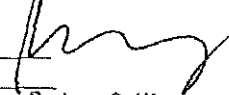
By: _____
Name: _____
Its: _____

DEUTSCHE BANK SECURITIES INC.

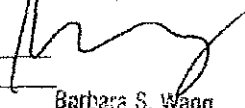
By: _____
Name: _____
Its: _____

By: _____
Name: _____
Its: _____

UBS LOAN FINANCE LLC

By: K. T. Pluff 
Name: Kevin T. Pluff
Its: UBS **Barbara S. Wang**
Director and Counsel
Region Americas Legal

UBS SECURITIES LLC

By: K. T. Pluff 
Name: Kevin T. Pluff
Its: UBS **Barbara S. Wang**
Director and Counsel
Region Americas Legal

BARCLAYS BANK PLC

By: Matthew Savino
Name: Matthew Savino
Its: _____

Accepted and Agreed to as of
April 21, 2010:

COOPER-STANDARD HOLDINGS INC.

By: _____
Name: _____
Its: _____

COOPER-STANDARD AUTOMOTIVE INC.

By: _____
Name: _____
Its: _____

COOPER-STANDARD AUTOMOTIVE
CANADA LIMITED

By: _____
Name: _____
Its: _____

BARCLAYS BANK PLC

By: _____
Name: _____
Its: _____

Accepted and Agreed to as of
April 21, 2010:

COOPER-STANDARD HOLDINGS INC.

By: Allen J. Campbell
Name: Allen J. Campbell
Its: Vice President & CFO

COOPER-STANDARD AUTOMOTIVE INC.

By: Allen J. Campbell
Name: Allen J. Campbell
Its: Vice President & CFO

**COOPER-STANDARD AUTOMOTIVE
CANADA LIMITED**

By: Allen J. Campbell
Name: Allen J. Campbell
Its: Vice President

SUMMARY OF TERMS

- BORROWERS:** Cooper-Standard Automotive Inc., an Ohio corporation ("US Borrower") and Cooper-Standard Automotive Canada Limited, a corporation organized under the laws of Ontario ("Canadian Borrower") and collectively with US Borrower, "Borrowers").
- GUARANTORS:** The guarantors (the "Guarantors") under the Revolving Credit Facility (as defined below) would be consistent with the guarantors under that certain Credit Agreement, dated as of December 23, 2004, among Cooper-Standard Holdings Inc. ("Holdings"), Borrowers, the lenders from time to time party thereto and the administrative agent party thereto (as in effect on the date hereof, the "Prepetition Facility"), including: (1) Holdings would guarantee the obligations of Borrowers under the Revolving Credit Facility and the obligations of US Borrower and its subsidiaries arising under cash management arrangements and interest rate, foreign currency or commodity swaps entered into, in each case, with Lenders or their affiliates, (2) US Borrower would guarantee the obligations of Canadian Borrower under the Revolving Credit Facility and the obligations of US Borrower's subsidiaries arising under cash management arrangements and interest rate, foreign currency or commodity swaps entered into, in each case, with Lenders or their affiliates, (3) the domestic subsidiaries of US Borrower would guarantee the obligations of Borrowers arising under the Revolving Credit Facility including the obligations of the domestic and Canadian subsidiaries of Holdings arising under cash management arrangements and interest rate, foreign currency or commodity swaps entered into, in each case, with Lenders or their affiliates and (4) the Canadian subsidiaries of Canadian Borrower would guarantee the obligations of Canadian Borrower arising under the Revolving Credit Facility including the obligations of Canadian Borrower and Canadian subsidiaries of Canadian Borrower arising under cash management arrangements and interest rate, foreign currency or commodity swaps entered into, in each case, with Lenders or their affiliates.
- ADMINISTRATIVE AGENT:** Bank of America, N.A. ("Administrative Agent").
- JOINT LEAD ARRANGERS AND JOINT BOOKRUNNERS:** Banc of America Securities LLC ("BAS"), Deutsche Bank Securities Inc. ("DBSI") and UBS Securities LLC ("UBSS") and, together with BAS and DBSI, the "Lead Arrangers").
- LENDERS:** Bank of America, N.A. and Bank of America, N.A. (acting through its Canada branch) ("Bank of America"), Deutsche Bank Trust Company Americas ("DBTCA"), UBS Loan Finance LLC ("UBSLF") and Barclays Bank PLC ("BBP") and, together with Bank of America, DBTCA and UBSLF, the "Banks") and a group of lenders acceptable to the Lead Arrangers and Borrowers.

CREDIT
FACILITY:

A senior credit facility consisting of a multi-currency revolving credit facility of up to \$125,000,000 ("Revolving Credit Facility"), including (i) a \$45,000,000 sub-limit for letters of credit (letters of credit would be 100% reserved against borrowing availability under the Revolving Credit Facility, and would count as usage for purposes of calculating the unused line fee), and (ii) a \$20,000,000 swing line available to US Borrower.

Under the Revolving Credit Facility, US Borrower would be permitted to request revolving credit loans and letters of credit in US dollars under the US portion of the Revolving Credit Facility and Canadian Borrower would be permitted to request revolving credit loans and letters of credit in US dollars or Canadian dollars under a Canadian portion of the Revolving Credit Facility. The total commitments, and all sublimits, will be allocated between such Canadian portion and US portion as may be mutually agreed by the parties. In addition, up to the US dollar equivalent of \$10,000,000 of the revolving credit loans and letters of credit under the US portion of the Revolving Credit Facility would be available to US Borrower in euros.

INCREMENTAL
FACILITY:

So long as no default or event of default exists or would immediately result therefrom, Borrowers would have the right to request up to two increases in the maximum amount of the Revolving Credit Facility in an aggregate principal amount of \$25,000,000. No consent of any Lender (other than Lenders participating in such increase) would be required to effect any such increase. Such increased amount would be provided by existing Lenders or other persons who become Lenders in connection therewith; provided that no existing Lender would be obligated to provide any increased portion of the Revolving Credit Facility, and so long as no default or event of default shall have occurred and be continuing, such new Lender shall only require the consent of Borrowers and the Administrative Agent (such consent not to be unreasonably withheld).

PURPOSE:

The Revolving Credit Facility would be used by Borrowers to finance in part their emergence from bankruptcy/plan of compromise and arrangement, to issue standby or commercial letters of credit, and to finance ongoing working capital needs and general corporate purposes of Borrowers and their subsidiaries.

LOAN
AVAILABILITY:

Advances under the Revolving Credit Facility would be limited to (a) up to 85% of eligible accounts receivable; plus (b) up to the lesser of 70% of eligible inventory or 85% of the appraised net orderly liquidation value of eligible inventory; minus (c) such reasonable and customary reserves as the Administrative Agent may establish in good faith.

Actual advance rates and eligibility criteria will be determined by the Administrative Agent on the basis of its due diligence review, including the results of its examination of Borrowers' collateral, books and records. Standards of eligibility would be specified in the loan documentation. Accounts owing by Ford Motor Company, General Motors Corporation and Chrysler Group, LLC will be ineligible to the extent that accounts owing by these account debtors and their affiliated account debtors exceed 40%, 30% and 20% of total eligible accounts, respectively.

Anything herein to the contrary notwithstanding, (i) US Borrower would only be permitted to borrow under the Revolving Credit Facility against that portion of the borrowing base that is attributable to assets of US Borrower and its domestic subsidiaries that are Guarantors and (ii) Canadian Borrower would only be permitted to borrow under the Revolving Credit Facility against that portion of the borrowing base that is attributable to assets of Canadian Borrower and its Canadian subsidiaries that are Guarantors (if any).

At closing only, the Banks will require minimum excess availability under the Revolving Credit Facility in the amount of \$45,000,000. Other than with respect to the closing date minimum excess availability test referred to in the preceding sentence, all calculations of excess availability under the Revolving Credit Facility documentation shall include unrestricted cash in segregated deposit accounts subject to account control agreements in favor of the Administrative Agent.

**OPTIONAL
PREPAYMENTS:**

The Revolving Credit Facility may be prepaid in whole or in part at any time without premium or penalty, subject to reimbursement of the Lenders' breakage and related reemployment costs in the case of prepayment of LIBOR borrowings, other than at the end of an applicable interest period.

SECURITY:

All obligations of each Borrower and each Guarantor under the Revolving Credit Facility would be secured, by (a) first priority liens on all of each Borrower's and each Guarantor's existing and future (i) accounts receivable, payment intangibles (including intercompany loans), inventory, documents, instruments, chattel paper and investment property (excluding capital stock of Borrowers or any subsidiary thereof), (ii) supporting obligations and books and records and related data processing software, letters of credit, letter of credit rights, contracts, contract rights, other general intangibles and commercial tort claims, in each case related to any of the foregoing, (iii) all money, deposit accounts and securities accounts (other than deposit accounts containing solely identifiable cash proceeds of Non-ABL Priority Collateral (as defined below)) and payroll and other accounts to be mutually agreed, (iv) books, records and documents with respect to any of the foregoing and (v) all proceeds and products of the foregoing, in each case, subject to exceptions to be mutually agreed and excluding assets as to which the Administrative Agent reasonably determines in consultation with Borrowers that the burden or cost of obtaining a security interest therein or perfection thereof is excessive in

relation to the value of the security to be afforded thereby (the "ABL Priority Collateral"), and (b) second priority liens (subject as to priority only to the liens securing (1) senior notes ("Senior Notes") issued pursuant to a bond indenture or (2) term loans ("Term Loans") under a term loan agreement, in each case dated on or about the closing date of the Revolving Credit Facility in an aggregate principal amount of at least \$450,000,000) on all other assets of US Borrower and its domestic subsidiaries that are Guarantors, including rolling stock, machinery and other equipment, real property (subject to exceptions agreed upon by the holders of the Senior Notes or the Term Loan lenders, as applicable), intellectual property and equity interests, in each case, subject to exceptions to be mutually agreed and excluding assets as to which the Administrative Agent reasonably determines in consultation with Borrowers that the burden or cost of obtaining a security interest therein or perfection thereof is excessive in relation to the value of the security to be afforded thereby (the "Non-ABL Priority Collateral"). Notwithstanding the foregoing, the ABL Priority Collateral owned by Canadian Borrower or any of its Canadian subsidiaries that are Guarantors would only secure the obligations of Canadian Borrower and such subsidiaries arising under the Revolving Credit Facility and under cash management arrangements and interest rate or foreign currency swaps.

If secured, the Senior Notes or Term Loans, as applicable, would be secured by a second lien on the ABL Priority Collateral of US Borrower and its subsidiaries that are Guarantors and a first priority lien on the Non-ABL Priority Collateral; provided that the ABL Priority Collateral securing the obligations under the Senior Notes or Term Loans, as applicable, on a second priority basis will only include ABL Priority Collateral owned by US Borrower and its domestic subsidiaries that are Guarantors and would exclude ABL Priority Collateral owned by Canadian Borrower and any Canadian subsidiary that has granted collateral securing the obligations arising under the Revolving Credit Facility and under cash management arrangements and interest rate or foreign currency swaps of Canadian Borrower and its Canadian subsidiaries that are Guarantors on a first priority basis. The liens securing the Senior Notes or Term Loans, as applicable, would be subject to the Administrative Agent's rights to use any property (including intellectual property) necessary or required, for a period to be agreed, in connection with the liquidation of any ABL Priority Collateral.

To the extent that the Senior Notes or Term Loans, as applicable, are secured, the priority of the security interests and related creditor rights between the Revolving Credit Facility and the Senior Notes or Term Loans, as applicable, would be required to be set forth in the Intercreditor Agreement (as defined below), which Intercreditor Agreement shall be in form and substance satisfactory to the Commitment Parties.

If the Senior Notes or Term Loans, as applicable, are unsecured, the obligations of each Borrower and Guarantor under the Revolving Credit Facility will not be secured by a lien on the Non-ABL Priority Collateral,

except that if at any time Holdings or any of its domestic Subsidiaries enters into any financing in excess of an amount to be agreed but not in excess of the amount of senior secured indebtedness permitted to be incurred under the Senior Notes (as in effect on the closing date) which is secured by a first lien on all or any substantial portion of the Non-ABL Priority Collateral (any such facility, a "Secured Facility"), then in such case, (1) the Secured Facility, at their request, would also be secured by a second lien on the ABL Priority Collateral and (2) the US portion of the Revolving Credit Facility would additionally be secured on a second priority basis in such Non-ABL Priority Collateral, in each case on terms customary for asset-based credit facilities.

Notwithstanding the foregoing, US Borrower and its domestic subsidiaries that are Guarantors will not be required to pledge more than 65% of the issued and outstanding capital stock or other equity interests of US Borrower's or any such Guarantor's direct foreign subsidiaries if it could cause adverse tax consequences.

MATURITY: The Revolving Credit Facility would mature 4 years after the closing date.

INTEREST RATES: The Revolving Credit Facility, as applicable, would bear interest at a rate equal to LIBOR/BA Rate plus 3.50% or Base Rate/Canadian Prime Rate/Canadian Base Rate plus 2.50%.

LIBOR, BA Rate, Canadian Prime Rate, Canadian Base Rate and Base Rate will be defined in accordance with Bank of America's standard practices. LIBOR and BA Equivalent loans would be subject to customary provisions, including applicable reserve requirements, limits on the number of outstanding LIBOR and BA Equivalent loans, and minimum dollar amounts of each LIBOR and BA Equivalent loan.

All interest and per annum fees would be calculated on the basis of actual number of days elapsed in a year of 360 days in respect of LIBOR, Base Rate and Canadian Base Rate Loans and 365 days in respect of Canadian Prime Rate and BA Equivalent Loans. Overdue principal, interest and other amounts not paid when due would bear interest at a rate 200 basis points in excess of the otherwise applicable rate; provided that upon the request of the Required Lenders, if an event of default exists, all principal, interest and other amounts (whether or not due) would bear interest at a rate 200 basis points in excess of the otherwise applicable rate.

For the purposes of the *Interest Act* (Canada), the yearly rate of interest to which any rate calculated on the basis of a period of time different from the actual number of days in the year (360 days, for example) is equivalent is the stated rate multiplied by the actual number of days in the year (365 or 366, as applicable) and divided by the number of days in the shorter period (360 days, in the example).

**PERFORMANCE
PRICING:**

The LIBOR, BA Equivalent, Canadian Prime Rate, Canadian Base Rate and Base Rate margins would be subject to quarterly performance pricing adjustments, commencing 6 months after the closing date, as follows:

Pricing Level	Average Excess Availability	LIBOR Loans, Canadian BA Rate Loans, Letter of Credit Fees	U.S. Base Rate Loans, Canadian Base Rate Loans and Canadian Prime Rate Loans
1	$x \geq \$70,000,000$	3.25%	2.25%
2	$\$70,000,000 > x \geq \$35,000,000$	3.50%	2.50%
3	$x < \$35,000,000$	3.75%	2.75%

**UNUSED LINE
FEE:**

An unused line fee equal to 50 basis points per annum when usage of the Revolving Credit Facility (as apportioned between the Canadian and US facilities) is greater than 50% and 75 basis points per annum when usage of the Revolving Credit Facility (as apportioned between the Canadian and US facilities) is equal to or less than 50%, calculated on the unused portion of the Revolving Credit Facility, will be payable monthly in arrears.

**LETTER OF CREDIT
FEES:**

Borrowers would pay (a) a letter of credit fee monthly in arrears on all letters of credit equal to the applicable LIBOR margin; (b) a 0.125% fronting fee to Bank of America, on the face amount of all outstanding letters of credit, payable monthly in arrears; and (c) Bank of America's customary fees and charges in connection with all amendments, extensions, draws and other actions with respect to letters of credit. Mechanics with respect to existing letters of credit (including related fees) to be specified in the Revolving Credit Facility documentation.

OTHER FEES:

Borrowers will pay certain other fees in connection with the Revolving Credit Facility as set forth in the fee letters entered into in connection therewith.

EXPENSES:

Borrowers would agree to pay all reasonable out-of-pocket costs and expenses (including fees and expenses of counsel) of the Banks and the Lead Arrangers associated with the Revolving Credit Facility, including costs and expenses of (i) the Banks' due diligence, including field examinations, appraisals and environmental audits, and (ii) syndicating and administering the Revolving Credit Facility, and preparing and enforcing all documents relating thereto; plus field examiner charges, in addition to all out-of-pocket expenses for field

examinations. Borrowers will remain obligated for all such amounts whether or not the Revolving Credit Facility is consummated.

TERMS AND
CONDITIONS:

The loan documentation for the Revolving Credit Facility would contain representations and warranties, covenants, events of default (including customary grace periods), and other provisions acceptable to Banks, including the following:

1. A monthly fixed charge coverage ratio of no less than 1.1 to 1.0, applicable if excess availability under the Revolving Credit Facility is less than the greater of \$18,750,000 or 15% of the Revolving Credit Facility. All fixed charge coverage ratio tests under the Revolving Credit Facility documentation will be based upon the consolidated results of Holdings and its subsidiaries.
2. Borrowers' agreement to provide periodic financial and collateral reporting, including annual audited financial statements, monthly and quarterly internally prepared financial statements, annual financial projections, and monthly (or, in the event that excess availability falls below the greater of \$21,875,000 or 17.5% of the Revolving Credit Facility, weekly) borrowing base certificates, receivables agings and inventory reports. Financial statements shall be prepared on a consolidated and consolidating basis. Consolidating financials will be addressed in three separate groups consisting of: (a) US Borrower and its domestic subsidiaries that are Guarantors, (b) Canadian Borrower and its Canadian subsidiaries that are Guarantors and (c) all other foreign subsidiaries of Holdings.
3. Borrowers' agreement to maintain insurance with insurance carriers, against risks, in amounts and with short form (if available) endorsements reasonably acceptable to the Administrative Agent.
4. Restrictions on, among other things, (1) indebtedness (subject (i) with respect to secured indebtedness, to the amount of senior secured indebtedness permitted to be incurred under the Senior Notes (as in effect on the closing date) and (ii) with respect to unsecured indebtedness, to the Specified Transaction Conditions (as defined below)); (2) liens (subject to (x) the liens referenced above in the section entitled "Security" and (y) customary exceptions generally consistent with those contained in the Prepetition Facility to be agreed upon); (3) affiliate transactions and capital expenditures (subject to customary exceptions (including annual carry-forwards) and adjustments consistent with actual business growth to be agreed upon); and (4) distributions (including third party loans), dividends (other than dividends of an issuer's stock to its existing shareholders payable solely in additional shares of such issuer's stock), acquisitions and investments subject to the satisfaction of an excess availability test of the greater of \$31,250,000 or

25% of the Revolving Credit Facility after giving pro forma effect to the applicable transaction (the "25% Availability Test") and the Specified Transaction Conditions; provided that the restrictions set forth in clauses (1) through (4) above shall be subject to baskets and exceptions to be agreed upon. Intercompany distributions (including intercompany loans), intercompany investments and other internal transfers (excluding transfers (y) to US Borrower or any of its domestic subsidiaries that are Guarantors, (w) among Canadian Borrower and its subsidiaries that are Guarantors, (x) among Borrowers, (y) by any foreign subsidiary that is not a Guarantor to any other subsidiary or (z) made as payment for goods and services in the ordinary course of business, and consistent with prior practice), shall be subject to the following limitations: (a) an excess availability test of the greater of \$25,000,000 or 20% of the Revolving Credit Facility after giving pro forma effect to the applicable transaction (the "20% Availability Test") and (b) the Specified Transaction Conditions; provided that such intercompany transactions shall be permitted irrespective of clause (a) of the definition of Specified Transaction Conditions so long as there is excess availability of at least the greater of \$43,750,000 or 35% of the Revolving Credit Facility (the "35% Availability Test"; and together with the 20% Availability Test and the 25% Availability Test, each an "Availability Test"). Each Availability Test shall be calculated, to the extent that the borrowing base exceeds the then-current commitments under the Revolving Credit Facility (the amount of any such excess, the "Suppressed Amount"), to include up to \$5,000,000 of the Suppressed Amount in determining excess availability. In addition, each Availability Test shall include a 30-day average look-back requirement as well as a "day of" test with implementation mechanics to be agreed upon.

As used herein, "Specified Transaction Conditions" means, with respect to the permissibility of any specified transaction, the satisfaction of the following conditions: (a) compliance with a fixed charge coverage test of 1.1 to 1.0 after giving pro form effect to the applicable transaction, (b) no default or event of default shall exist or immediately result therefrom, (c) delivery of officer's certificates or other certifications as to compliance with the preceding clauses and related Availability Tests on terms to be agreed upon and (d) other customary provisions (e.g., with respect to intercompany debt, the subordination thereof to the obligations under the Revolving Credit Facility).

5. Borrowers' agreement to cause all proceeds of accounts receivable to be forwarded to a lockbox or, with the Administrative Agent's consent, deposited in a blocked account; provided, that the Administrative Agent would exercise cash dominion only if excess availability under the Revolving Credit Facility falls below the greater of \$21,875,000 or 17.5% of the Revolving Credit Facility.

6. Borrowers' agreement to provide the Administrative Agent updated appraisals of Borrowers' inventory and interim collateral audits two times per year, to increase to three times per year if excess availability is less than the greater of \$18,750,000 or 15% of the Revolving Credit Facility.

BANK PRODUCTS:

In order to facilitate the administration of the Revolving Credit Facility and the Administrative Agent's security interest in Borrowers' assets, US Borrower would agree to maintain Bank of America as US Borrower's domestic principal depository bank, including for the maintenance of operating and deposit accounts, lockbox administration funds transfer, information reporting services and other treasury management services (excluding investments).

CONDITIONS

PRECEDENT:

The funding of the Revolving Credit Facility would be subject to satisfaction of customary conditions precedent reasonably deemed appropriate by the Banks for asset-based financings generally and for this transaction in particular, including without limitation the following:

1. The execution and delivery, in form and substance acceptable to the Administrative Agent and its counsel, of agreements, documents, instruments, financing statements, consents, landlord waivers for all leased facilities where eligible inventory is located that the Administrative Agent has not imposed rent reserves for, evidences of corporate authority, opinions of counsel, and such other customary documents to confirm and effectuate the Revolving Credit Facility (including, without limitation, the Intercreditor Agreement) and first priority liens in the ABL collateral, and, if the Senior Notes or Term Loans are secured, second priority liens on non-ABL collateral as may be required by the Administrative Agent and its counsel, and payment of all accrued fees and expenses of the Banks and the Lead Arrangers.
2. The effective date (the "Effective Date") of US Borrower's plan of reorganization (the "Plan") (including, but not limited to, the Intercreditor Agreement (as may be defined in the Plan) filed by US Borrower, in form and substance acceptable to the Commitment Parties (it being understood that the Plan filed on March 26, 2010 with the US Bankruptcy Court is acceptable to the Commitment Parties), and substantial consummation (as defined in Section 1101 of the Bankruptcy Code) of the Plan that is confirmed pursuant to an order (the "Confirmation Order") entered by the Bankruptcy Court, in a form acceptable to the Commitment Parties, would have occurred. The Confirmation Order would be a final non-appealable order not subject to any stay or appeal of any kind. Similarly, the effective date and consummation of any CCAA Plan (in Canada) would have occurred pursuant to a final non-appealable Sanction Order in Canada not subject to any stay or appeal of any kind.

3. Entry by US Borrower into a senior bond indenture or a term loan agreement, in each case dated on or about the closing date of the Revolving Credit Facility in an aggregate principal amount of at least \$450,000,000 on terms and conditions reasonably satisfactory to the Banks.
4. Receipt by Borrowers of gross proceeds in an amount not less than \$355,000,000 from the Rights Offering (as may be defined in the Plan) and such Rights Offering shall be on terms and conditions reasonably satisfactory to the Banks.
5. Minimum pro forma cash in an amount of at least \$45,000,000.
6. No action, suit, investigation, litigation or proceeding pending or threatened in any court or before any arbitrator or governmental instrumentality that in the Banks' judgment (a) could reasonably be expected to have a material adverse effect (other than any effect of the type that customarily occurs as a result of the commencement of a proceeding under Chapter 11 of the Bankruptcy Code or a proceeding under the CCAA) on Borrowers' business, assets, properties, liabilities, operations, condition or prospects, or could impair Borrowers' ability to perform satisfactorily under the Revolving Credit Facility; or (b) could reasonably be expected to materially and adversely affect the Revolving Credit Facility or the transactions contemplated thereby.
7. Receipt by the Banks, in form and substance reasonably satisfactory to them, of (a) financial projections of Borrowers, evidencing Borrowers' ability to comply with the covenants set forth in the loan documentation, and (b) interim financial statements for Borrowers as of a date not more than 30 days (or such other date as the Administrative Agent may agree) prior to the closing date, in each case prepared on a consolidated and consolidating basis as described above.
8. Receipt by the Administrative Agent of certificates of insurance with respect to Holdings and its subsidiaries' property and liability insurance, together with a short form (if available) loss payable endorsement naming the Administrative Agent as loss payee, all in form and substance reasonably satisfactory to the Administrative Agent.
9. Satisfactory evidence that Borrowers have received all governmental and third party consents and approvals as may be appropriate in connection with the Revolving Credit Facility and the transactions contemplated thereby.
10. Receipt by the Administrative Agent of a satisfactory final pre-closing field examination conducted by the Administrative Agent and/or a third

party for the purpose of preparing a closing date borrowing base certificate.

11. The Administrative Agent shall be satisfied that all outstanding non-contingent obligations under the Prepetition Facility and under Borrowers' existing Debtor-in-Possession Credit Facility dated as of December 18, 2009 (the "DIP Facility") shall have been repaid in full in cash to the extent contemplated by the Plan and the Prepetition Facility and the DIP Facility shall have been terminated.

REQUIRED LENDERS: Lenders holding more than 50% of total commitments and/or loans (excluding "defaulting lenders"), with certain customary amendments and waivers requiring class votes or the vote of all affected Lenders and amendments to the definition of Borrowing Base (as defined in the definitive legal documentation for the Revolving Credit Facility), or any defined term used in such definition, requiring a supermajority vote of a percentage to be agreed upon (which percentage shall not be less than 66 2/3%).

ASSIGNMENTS AND PARTICIPATIONS:

Subject to the consents described below (which consents will not be unreasonably withheld or delayed), Lenders will be permitted to make assignments to other financial institutions in respect of the Revolving Credit Facility in a minimum amount equal to \$5,000,000, subject to standard exceptions including assignments of all of a Lender's commitments and/or loans. The consent of the applicable Borrower will be required unless (i) an event of default has occurred and is continuing or (ii) the assignment is to a Lender, an affiliate of a Lender or an Approved Fund (as defined in the definitive legal documentation for the Revolving Credit Facility).

OTHER:

This Summary of Terms is intended as an outline only of certain of the material terms of the Revolving Credit Facility and does not purport to summarize all of the conditions, covenants, representations, warranties and other provisions that will be contained in definitive legal documentation for the Revolving Credit Facility, which shall be mutually agreed between Borrowers and the Commitment Parties.