

SECOND AMENDMENT TO DEBTOR-IN-POSSESSION CREDIT AGREEMENT AND
LIMITED WAIVER

SECOND AMENDMENT TO DEBTOR-IN-POSSESSION CREDIT AGREEMENT AND LIMITED WAIVER, dated as of September 11, 2009 (this "Second Amendment"), among COOPER-STANDARD HOLDINGS INC., a Delaware corporation (the "Holdings"), COOPER-STANDARD AUTOMOTIVE INC., an Ohio corporation (the "U.S. Borrower"), COOPER-STANDARD AUTOMOTIVE CANADA LIMITED, a corporation organized under the laws of Ontario (the "Canadian Borrower" and together with the U.S. Borrower, the "Borrowers" and each a "Borrower"), COOPER-STANDARD AUTOMOTIVE BRASIL SEALING LTDA. ("Cooper Brazil Sealing"), COOPER-STANDARD AUTOMOTIVE BRASIL FLUID SYSTEMS LTDA. ("Cooper Brazil Fluid"; together with Cooper Brazil Sealing, the "Brazilian Credit Parties" and each a "Brazilian Credit Party"), various LENDERS party to the DIP Credit Agreement referred to below (the "Lenders"), DEUTSCHE BANK TRUST COMPANY AMERICAS ("DBTCA"), as Administrative Agent (in such capacity, the "Administrative Agent") and DEUTSCHE BANK S.A. – BANCO ALEMÃO as Brazilian Collateral Agent (in such capacity, the "Brazilian Collateral Agent"). All capitalized terms used herein and not otherwise defined herein shall have the respective meaning provided to such terms in the DIP Credit Agreement.

WITNESSETH:

WHEREAS, Holdings, the U.S. Borrower and the Canadian Borrower (collectively, the "DIP Credit Agreement Parties"), various Lenders, the Administrative Agent and certain other Agents have entered into a Debtor-In-Possession Credit Agreement, dated as of August 5, 2009 (as amended, modified and/or supplemented to, but not including, the date hereof, the "DIP Credit Agreement");

WHEREAS, Cooper Brazil Sealing and the Brazilian Collateral Agent have entered into a Receivables Pledge Agreement, dated as of September 2, 2009, (the "Sealing Receivables Pledge Agreement");

WHEREAS, Cooper Brazil Fluid and the Brazilian Collateral Agent have entered into a Receivables Pledge Agreement, dated as of September 2, 2009, (the "Fluid Receivables Pledge Agreement"; together with the Sealing Receivables Pledge Agreement, the "Brazilian Receivables Pledge Agreements");

WHEREAS, Holdings, the U.S. Borrower, U.S. Finco and each U.S. Subsidiary of the U.S. Borrower (collectively, the "U.S. Debtors") have filed voluntary petitions with the United States Bankruptcy Court for the District of Delaware (the "Bankruptcy Court") initiating their respective cases under Chapter 11 of the Bankruptcy Code (the cases of Holdings, the U.S. Borrower and the U.S. Subsidiaries of the U.S. Borrower, each a "U.S. Case" and collectively, the "U.S. Cases") and shall continue in the possession of their assets and in the management of their business pursuant to Sections 1107 and 1108 of the Bankruptcy Code;

WHEREAS, the Canadian Borrower has commenced proceedings (the "Canadian Case"; together with the U.S. Cases, the "Cases") in the Ontario Superior Court of Justice (Commercial List) (the "Canadian Court") pursuant to Canada's Companies' Creditors Arrangement Act, R.S.C. 1985, c. C-36 (the "CCAA");

WHEREAS, none of Foreign Subsidiaries of the U.S. Borrower (other than the Canadian Debtor) is or shall be debtors-in-possession in the Cases;

WHEREAS, the DIP Credit Agreement Parties have requested that the Lenders agree to amend the DIP Credit Agreement as provided herein;

NOW, THEREFORE, in consideration of the premises, the mutual covenants contained herein and for other valuable consideration, the receipt and adequacy of which are hereby acknowledged, (i) the DIP Credit Agreement Parties and the Lenders hereby agree (with respect to Article 1) as follows and (ii) the Brazilian Credit Parties, the Brazilian Collateral Agent and the Lenders hereby agree (with respect to Article 2) as follows:

ARTICLE 1

Amendments

Section 1.01. Section 10.01(a) of the DIP Credit Agreement is hereby amended by (i) replacing the period at the end of clause (xviii) thereof with a semi-colon and (ii) inserting a provisional clause at the end of Section 10.01(a) applicable to clauses (i) through (xviii) thereof reading as follows:

“provided that, notwithstanding the foregoing clauses (i) through (xviii), no Credit Agreement Party will permit the Brazilian Credit Parties to (nor will it apply to the Bankruptcy Court or the Canadian Court for authority to permit any of the Brazilian Credit Parties to) create, incur, assume or permit to exist any Indebtedness (which, for the purposes of this proviso, shall include trade accounts payable and accrued obligations incurred in the ordinary course of business) in excess of an aggregate principal amount of U.S.\$25,000,000 at any time outstanding (exclusive, in any case, of Indebtedness of the type specified in Section 10.01(a)(v)).”

Section 1.02. Section 10.02(a) of the DIP Credit Agreement is hereby amended by (i) replacing the phrase “Section 5-208” in clause (vi) therein with the phrase “Section 4-208”, (ii) replacing the period at the end of clause (xvii) thereof with a semi-colon and (iii) inserting a provisional clause at the end of Section 10.02(a) applicable to clauses (i) through (xvii) thereof reading as follows:

“provided that, notwithstanding the foregoing clauses (i) through (xvii), no Credit Agreement Party will, nor will it permit any of its Subsidiaries to (nor will it apply to the Bankruptcy Court or the Canadian Court for authority to) create, incur, assume or permit to exist any Lien on any accounts receivables owned at any time by any Brazilian Credit Party, or assign or sell any income or revenues or rights in respect of any thereof, except Liens (i) created under the Brazilian Pledge Agreements and the Brazilian Security Agreements or (ii) of the type specified in Section 10.02(a)(ii) or (vii).”

ARTICLE 2

Waivers

Section 2.01. Limited Waiver. Subject to the terms and conditions set forth herein, the Brazilian Collateral Agent is hereby authorized to waive, and hereby waives, solely during the period commencing on the date hereof and ending on the Limited Waiver Termination Date (as defined below) (the "Limited Waiver Period"), (i) the requirement, as set forth in Section 4.1(c) of the Sealing Receivables Pledge Agreement, of Cooper Brazil Sealing to notify, within 10 days from the execution thereof, all of the account debtors of the applicable Receivables (as defined in the Sealing Receivables Pledge Agreement) of the pledge created thereby and (ii) the requirement, as set forth in Section 4.1(c) of the Fluid Receivables Pledge Agreement, of Cooper Brazil Fluid to notify, within 10 days from the execution thereof, all of the account debtors of the applicable Receivables (as defined in the Fluid Receivables Pledge Agreement) of the pledge created thereby.

Section 2.02. Waiver Termination Events. The limited waivers set forth in Section 2.01 shall immediately terminate and be of no further force and effect, automatically and without the taking of any action or the giving of any notice by any Person, upon the earlier to occur of (a) or (b) (the "Limited Waiver Termination Date"):

- (a) January 10, 2010;
- (b) the occurrence of an Event of Default.

ARTICLE 3

Miscellaneous

Section 3.01. Conditions to Effectiveness. This Second Amendment shall become effective on the date (the "Second Amendment Effective Date") on which the Administrative Agent shall have received this Second Amendment, executed and delivered by a duly authorized officer of each of Holdings, each Borrower, each Brazilian Credit Party, the Brazilian Collateral Agent and the Required Lenders.

Section 3.02. Continuing Effect; No Other Waivers or Amendments. This Second Amendment shall not constitute an amendment or waiver of or consent to any provision of the DIP Credit Agreement and the other Credit Documents except as expressly stated herein and shall not be construed as an amendment, waiver or consent to any action on the part of Holdings, any Borrower or any other Subsidiary of Holdings that would require an amendment, waiver or consent of the Administrative Agent or the Lenders except as expressly stated herein. Except as expressly waived hereby, the provisions of the DIP Credit Agreement and the other Credit Documents are and shall remain in full force and effect in accordance with their terms.

Section 3.03. Counterparts. This Second Amendment may be executed in any number of separate counterparts by the parties hereto (including by telecopy or via electronic mail), each of which counterparts when so executed shall be an original, but all the counterparts shall together constitute one and the same instrument.

Section 3.04. Payment of Fees and Expenses. The Borrowers agree to pay or reimburse the Administrative Agent for all of its reasonable out-of-pocket costs and reasonable expenses incurred in connection with this Second Amendment, any other documents prepared in connection herewith and the transactions contemplated hereby, including, without limitation, the reasonable fees, charges and disbursements of counsel to the Administrative Agent.

Section 3.05. References to the DIP Credit Agreement and the Brazilian Receivables Agreements. From and after the Second Amendment Effective Date, (i) all references in the DIP Credit Agreement and each of the other Credit Documents to the DIP Credit Agreement shall be deemed to be references to the DIP Credit Agreement as modified hereby and (ii) all references in the Brazilian Receivables Pledge Agreements to the Brazilian Receivables Pledge Agreement (or in the DIP Credit Agreement and each of the other Credit Documents to the Brazilian Pledge Agreements) shall be deemed to be references to the Brazilian Receivables Pledge Agreements as modified hereby.

Section 3.06. GOVERNING LAW. THIS SECOND AMENDMENT AND THE RIGHTS AND OBLIGATIONS OF THE PARTIES UNDER THIS SECOND AMENDMENT SHALL BE GOVERNED BY, AND CONSTRUED AND INTERPRETED IN ACCORDANCE WITH, THE LAWS OF THE STATE OF NEW YORK (EXCEPT (I) ANY CHOICE OF LAW PRINCIPLE THAT WOULD REQUIRE THE APPLICATION OF A LAW OTHER THAN THE LAW OF THE STATE OF NEW YORK AND (II) ARTICLE 2, WHICH SHALL BE GOVERNED BY, AND CONSTRUED AND INTERPRETED IN ACCORDANCE WITH, THE LAWS OF THE FEDERATIVE REPUBLIC OF BRAZIL).

* * *

IN WITNESS WHEREOF, the parties hereto have caused this Second Amendment to be executed and delivered by their respective duly authorized officers as of the date first above written.

COOPER-STANDARD HOLDINGS INC.

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

COOPER-STANDARD AUTOMOTIVE INC.

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

COOPER-STANDARD AUTOMOTIVE CANADA
LIMITED

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

DEUTSCHE BANK TRUST COMPANY
AMERICAS, as Administrative Agent and
as a Lender

By: 

Name:

Title:

Omayra Laucella
Vice President

By: 

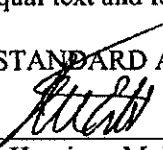
Name:

Title:

Erin Morrissey
Vice President

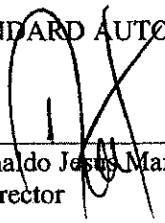
AND BEING THUS AGREED AND CONTRACTED, the parties execute the present Second Amendment in five (5) copies of equal text and form, in the presence of the undersigned witnesses.

COOPER-STANDARD AUTOMOTIVE BRASIL SEALING LTDA.


By: Henrique M. Erbst
Title: Director


Reinaldo Jesus Marques
Director

COOPER-STANDARD AUTOMOTIVE BRASIL FLUID SYSTEMS LTDA.

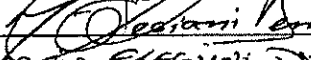

By: Reinaldo Jesus Marques
Title: Director

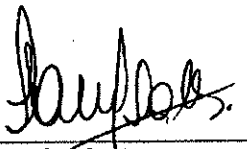

Francisco Santo Passone
Director

DEUTSCHE BANK S.A. - BANCO ALEMÃO

By:
Title:

Witnesses:

1. 
Name: MARIA ELEGIANI DONASCONO
ID Card: 14.231.796-2

2. 
Name: DANIELLA SAUTILLO SALES
ID Card 19.644.862-1

[SIGNATURE PAGE TO SECOND AMENDMENT TO DEBTOR-IN-POSSESSION CREDIT AGREEMENT]

AND BEING THUS AGREED AND CONTRACTED, the parties execute the present Second Amendment in five (5) copies of equal text and form, in the presence of the undersigned witnesses.

COOPER-STANDARD AUTOMOTIVE BRASIL SEALING LTDA.

By: _____
Title: _____

By: _____
Title: _____

COOPER-STANDARD AUTOMOTIVE BRASIL FLUID SYSTEMS LTDA.

By: _____
Title: _____

By: _____
Title: _____

DEUTSCHE BANK S.A. - BANCO ALEMÃO

By: _____
Title: _____

Karla Andréa Fernandes
Karla Andréa Fernandes
Procuradora

By: _____
Title: _____

Janice Cristina Caccarelli
Janice Cristina Caccarelli
Procuradora

Janice Cristina Caccarelli
Procuradora

Witnesses:

1. _____
Name: _____
ID Card: _____

2. _____
Name: _____
ID Card: _____

[Signature Page to Second Amendment to DIP Credit Agreement]

SIGNATURE PAGE TO THE SECOND AMENDMENT,
DATED AS OF THE DATE FIRST WRITTEN ABOVE, TO
THE DEBTOR-IN-POSSESSION CREDIT AGREEMENT,
DATED AS OF AUGUST 5, 2009, AMONG COOPER-
STANDARD HOLDINGS INC., COOPER-STANDARD
AUTOMOTIVE INC., COOPER-STANDARD
AUTOMOTIVE CANADA LIMITED, THE LENDERS
FROM TIME TO TIME PARTY THERETO AND
DEUTSCHE BANK TRUST COMPANY AMERICAS AS
ADMINISTRATIVE AGENT

LANDMARK IV CDO Limited

By: Aladdin Capital Management, as Lender

By: 

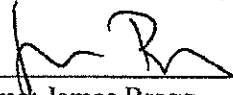
Name: James Bragg

Title: Authorized Signatory

SIGNATURE PAGE TO THE SECOND AMENDMENT,
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AUTOMOTIVE INC., COOPER-STANDARD
AUTOMOTIVE CANADA LIMITED, THE LENDERS
FROM TIME TO TIME PARTY THERETO AND
DEUTSCHE BANK TRUST COMPANY AMERICAS AS
ADMINISTRATIVE AGENT

LANDMARK V CDO Limited

By: Aladdin Capital Management, as Lender

By: 
Name: James Bragg
Title: Authorized Signatory

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AUTOMOTIVE INC., COOPER-STANDARD
AUTOMOTIVE CANADA LIMITED, THE LENDERS
FROM TIME TO TIME PARTY THERETO AND
DEUTSCHE BANK TRUST COMPANY AMERICAS AS
ADMINISTRATIVE AGENT

LANDMARK VII CDO Limited

By: Aladdin Capital Management, as Lender

By: 

Name: James Bragg

Title: Authorized Signatory

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AUTOMOTIVE INC., COOPER-STANDARD
AUTOMOTIVE CANADA LIMITED, THE LENDERS
FROM TIME TO TIME PARTY THERETO AND
DEUTSCHE BANK TRUST COMPANY AMERICAS AS
ADMINISTRATIVE AGENT

LANDMARK VIII CLO Limited

By: Aladdin Capital Management, as Lender

By: 

Name: James Bragg

Title: Authorized Signatory

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2009, AMONG COOPER-STANDARD HOLDINGS
INC., COOPER-STANDARD AUTOMOTIVE INC.,
COOPER-STANDARD AUTOMOTIVE CANADA
LIMITED, THE LENDERS FROM TIME TO TIME
PARTY THERETO AND DEUTSCHE BANK TRUST
COMPANY AMERICAS AS ADMINISTRATIVE
AGENT

NAME OF INSTITUTION

FUTURE FUND BOARD OF GUARDIANS

By: Oak Hill Advisors, L.P.
As its Investment Advisor

By: 

Name: Scott D. Krase
Title: Authorized Person

GMAM GROUP PENSION TRUST I

By: STATE STREET BANK AND TRUST
COMPANY, solely as Trustee

By: _____
Name: _____
Title: _____

LERNER ENTERPRISES, LLC

By: Oak Hill Advisors, L.P.
as advisor and attorney-in-fact to
Lerner Enterprises, LLC

By: 

Name: Scott D. Krase
Title: Authorized Person

**STICHTING PENSIOENFONDS METAAL EN
TECHNIEK**

By: Oak Hill Advisors, L.P.
As Investment Manager

By: 

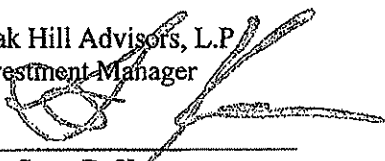
Name: Scott D. Krase
Title: Authorized Person

[Signature Page to Second Amendment to DIP Credit Agreement]

SIGNATURE PAGE TO THE FIRST AMENDMENT,
DATED AS OF THE DATE FIRST WRITTEN
ABOVE, TO THE DEBTOR-IN-POSSESSION
CREDIT AGREEMENT, DATED AS OF AUGUST 5,
2009, AMONG COOPER-STANDARD HOLDINGS
INC., COOPER-STANDARD AUTOMOTIVE INC.,
COOPER-STANDARD AUTOMOTIVE CANADA
LIMITED, THE LENDERS FROM TIME TO TIME
PARTY THERETO AND DEUTSCHE BANK TRUST
COMPANY AMERICAS AS ADMINISTRATIVE
AGENT

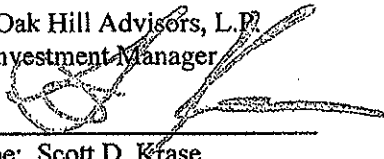
NAME OF INSTITUTION
**STICHTING PENSIOENFONDS VAN DE
METALEKTRO (PME)**

By: Oak Hill Advisors, L.P.
As Investment Manager

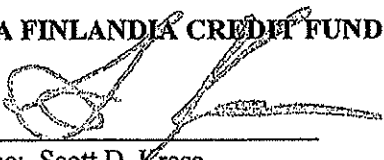
By: 
Name: Scott D. Krase
Title: Authorized Person

**STICHTING MN SERVICES US HIGH YIELD
FONDS**

By: Oak Hill Advisors, L.P.
As Investment Manager

By: 
Name: Scott D. Krase
Title: Authorized Person

OHA FINLANDIA CREDIT FUND

By: 
Name: Scott D. Krase
Title: Authorized Person

**OHA STRATEGIC CREDIT MASTER FUND
(PARALLEL II), L.P.**

By: OHA Strategic Credit GenPar, LLC,
its General Partner

By: 
Name: Scott D. Krase
Title: Authorized Person

[Signature Page to Second Amendment to DIP Credit Agreement]

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INC., COOPER-STANDARD AUTOMOTIVE INC.,
COOPER-STANDARD AUTOMOTIVE CANADA
LIMITED, THE LENDERS FROM TIME TO TIME
PARTY THERETO AND DEUTSCHE BANK TRUST
COMPANY AMERICAS AS ADMINISTRATIVE
AGENT

NAME OF INSTITUTION
OHA STRATEGIC CREDIT FUND, L.P.

By:  OHA Strategic Credit GenPar, LLC,
its General Partner

By: _____
Name: Scott D. Krase
Title: Authorized Person

**OHA STRATEGIC CREDIT FUND (PARALLEL I),
L.P.**


By:  OHA Strategic Credit GenPar, LLC,
its General Partner

By: _____
Name: Scott D. Krase
Title: Authorized Person

**OAK HILL CREDIT OPPORTUNITIES
FINANCING, LTD.**

By:  _____
Name: Scott D. Krase
Title: Authorized Person

OHSF II FINANCING, LTD.

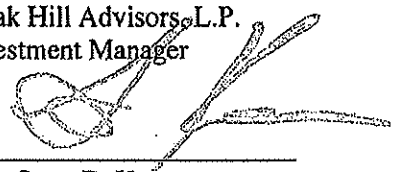
By:  _____
Name: Scott D. Krase
Title: Authorized Person

[Signature Page to Second Amendment to DIP Credit Agreement]

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INC., COOPER-STANDARD AUTOMOTIVE INC.,
COOPER-STANDARD AUTOMOTIVE CANADA
LIMITED, THE LENDERS FROM TIME TO TIME
PARTY THERETO AND DEUTSCHE BANK TRUST
COMPANY AMERICAS AS ADMINISTRATIVE
AGENT

NAME OF INSTITUTION
**OREGON PUBLIC EMPLOYEES RETIREMENT
FUND**

By: Oak Hill Advisors, L.P.
as Investment Manager

By: 
Name: Scott D. Krase
Title: Authorized Person

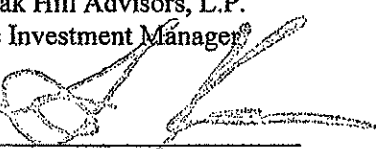
SWIFTCURRENT PARTNERS, L.P.

By: Oak Hill Advisors, L.P.
as Investment Manager

By: 
Name: Scott D. Krase
Title: Authorized Person

SWIFTCURRENT OFFSHORE, LTD.

By: Oak Hill Advisors, L.P.
as Investment Manager

By: 
Name: Scott D. Krase
Title: Authorized Person

[Signature Page to Second Amendment to DIP Credit Agreement]

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AUTOMOTIVE INC., COOPER-STANDARD
AUTOMOTIVE CANADA LIMITED, THE LENDERS
FROM TIME TO TIME PARTY THERETO AND
DEUTSCHE BANK TRUST COMPANY AMERICAS AS
ADMINISTRATIVE AGENT

NAME OF INSTITUTION

Sankaty Advisors, LLC as Collateral
Manager for AVERY POINT CLO,
LTD., as Term Lender

_____, as a Lender

By: _____

Name:

Title:

Alan K. Halfenger
Chief Compliance Officer
Assistant Secretary

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FROM TIME TO TIME PARTY THERETO AND
DEUTSCHE BANK TRUST COMPANY AMERICAS AS
ADMINISTRATIVE AGENT

NAME OF INSTITUTION

Sankaty Advisors, LLC as Collateral
Manager for Castle Hill I -
INGOTS, Ltd., as Term Lender

_____, as a Lender

By: 

Name:

Title:

Alan K. Halfenger
Chief Compliance Officer
Assistant Secretary

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AUTOMOTIVE CANADA LIMITED, THE LENDERS
FROM TIME TO TIME PARTY THERETO AND
DEUTSCHE BANK TRUST COMPANY AMERICAS AS
ADMINISTRATIVE AGENT

NAME OF INSTITUTION

Sankaty Advisors, LLC as Collateral
Manager for Castle Hill II -
INGOTS, Ltd., as Term Lender

_____, as a Lender

By: _____



Name:
Title:

Alan K. Halfenger
Chief Compliance Officer
Assistant Secretary

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FROM TIME TO TIME PARTY THERETO AND
DEUTSCHE BANK TRUST COMPANY AMERICAS AS
ADMINISTRATIVE AGENT

NAME OF INSTITUTION

Sankaty Advisors, LLC as Collateral
Manager for Loan Funding XI LLC,
As Term Lender

_____, as a Lender

By: _____



Name:

Title:

Alan K. Halfenger
Chief Compliance Officer
Assistant Secretary

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AUTOMOTIVE CANADA LIMITED, THE LENDERS
FROM TIME TO TIME PARTY THERETO AND
DEUTSCHE BANK TRUST COMPANY AMERICAS AS
ADMINISTRATIVE AGENT

NAME OF INSTITUTION

Chatham Light II CLO, Limited, by
Sankaty Advisors LLC, as Collateral
Manager

_____, as a Lender

By: _____

Name:

Title:


Alan K. Halfenger
Chief Compliance Officer
Assistant Secretary

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AUTOMOTIVE INC., COOPER-STANDARD
AUTOMOTIVE CANADA LIMITED, THE LENDERS
FROM TIME TO TIME PARTY THERETO AND
DEUTSCHE BANK TRUST COMPANY AMERICAS AS
ADMINISTRATIVE AGENT

NAME OF INSTITUTION

Sankaty Credit Opportunities III, L.P.

_____, as a Lender

By: _____

Name:

Title:



Alan K. Halfenger
Chief Compliance Officer
Assistant Secretary

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AUTOMOTIVE CANADA LIMITED, THE LENDERS
FROM TIME TO TIME PARTY THERETO AND
DEUTSCHE BANK TRUST COMPANY AMERICAS AS
ADMINISTRATIVE AGENT

NAME OF INSTITUTION

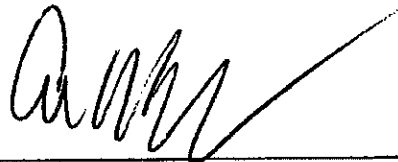
Sankaty Credit Opportunities IV, L.P.

_____, as a Lender

By: _____

Name:

Title:



Alan K. Halfenger
Chief Compliance Officer
Assistant Secretary

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AUTOMOTIVE INC., COOPER-STANDARD
AUTOMOTIVE CANADA LIMITED, THE LENDERS
FROM TIME TO TIME PARTY THERETO AND
DEUTSCHE BANK TRUST COMPANY AMERICAS AS
ADMINISTRATIVE AGENT

NAME OF INSTITUTION

Sankaty Credit Opportunities (Offshore Master) IV, L.P.

_____, as a Lender

By: _____

Name:

Title:


Alan K. Halfenger
Chief Compliance Officer
Assistant Secretary

SIGNATURE PAGE TO THE SECOND AMENDMENT,
DATED AS OF THE DATE FIRST WRITTEN ABOVE, TO
THE DEBTOR-IN-POSSESSION CREDIT AGREEMENT,
DATED AS OF AUGUST 5, 2009, AMONG COOPER-
STANDARD HOLDINGS INC., COOPER-STANDARD
AUTOMOTIVE INC., COOPER-STANDARD
AUTOMOTIVE CANADA LIMITED, THE LENDERS
FROM TIME TO TIME PARTY THERETO AND
DEUTSCHE BANK TRUST COMPANY AMERICAS AS
ADMINISTRATIVE AGENT

NAME OF INSTITUTION

Katonah III, Ltd. by Sankaty
Advisors LLC as Sub-Advisors

_____, as a Lender

By: _____

Name:

Title:



Alan K. Halfenger
Chief Compliance Officer
Assistant Secretary

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FROM TIME TO TIME PARTY THERETO AND
DEUTSCHE BANK TRUST COMPANY AMERICAS AS
ADMINISTRATIVE AGENT

NAME OF INSTITUTION

Katonah IV, Ltd. by Sankaty
Advisors, LLC as Sub-Advisors

_____, as a Lender

By: _____

Name:

Title:


Alan K. Halfenger
Chief Compliance Officer
Assistant Secretary

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FROM TIME TO TIME PARTY THERETO AND
DEUTSCHE BANK TRUST COMPANY AMERICAS AS
ADMINISTRATIVE AGENT

NAME OF INSTITUTION

Sankaty Advisors, LLC as Collateral
Manager for Nash Point CLO.
Limited, as Collateral Manager

_____, as a Lender

By:  _____

Name:

Title:

Alan K. Halfenger
Chief Compliance Officer
Assistant Secretary

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AUTOMOTIVE CANADA LIMITED, THE LENDERS
FROM TIME TO TIME PARTY THERETO AND
DEUTSCHE BANK TRUST COMPANY AMERICAS AS
ADMINISTRATIVE AGENT

NAME OF INSTITUTION

Nash Point II CLO
By: Sankaty Advisors LLC,
as Collateral Manager

_____, as a Lender

By: _____

Name:

Title:


Alan K. Halfenger
Chief Compliance Officer
Assistant Secretary

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AUTOMOTIVE CANADA LIMITED, THE LENDERS
FROM TIME TO TIME PARTY THERETO AND
DEUTSCHE BANK TRUST COMPANY AMERICAS AS
ADMINISTRATIVE AGENT

NAME OF INSTITUTION

Sankaty Advisors, LLC as Collateral
Manager for Prospect Funding I,
LLC as Term Lender

_____, as a Lender

By: _____

Name:

Title:


Alan K. Halfenger
Chief Compliance Officer
Assistant Secretary

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AUTOMOTIVE CANADA LIMITED, THE LENDERS
FROM TIME TO TIME PARTY THERETO AND
DEUTSCHE BANK TRUST COMPANY AMERICAS AS
ADMINISTRATIVE AGENT

NAME OF INSTITUTION

Sankaty Advisors, LLC as Collateral
Manager for Race Point CLO,
Limited, as Term Lender

_____, as a Lender

By: _____

Name:

Title:


Alan K. Halfenger
Chief Compliance Officer
Assistant Secretary

SIGNATURE PAGE TO THE SECOND AMENDMENT,
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AUTOMOTIVE CANADA LIMITED, THE LENDERS
FROM TIME TO TIME PARTY THERETO AND
DEUTSCHE BANK TRUST COMPANY AMERICAS AS
ADMINISTRATIVE AGENT

NAME OF INSTITUTION

Sankaty Advisors, LLC as Collateral
Manager for Race Point II CLO,
Limited, as Term Lender

_____, as a Lender

By: _____

Name:

Title:



Alan K. Halfenger
Chief Compliance Officer
Assistant Secretary

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FROM TIME TO TIME PARTY THERETO AND
DEUTSCHE BANK TRUST COMPANY AMERICAS AS
ADMINISTRATIVE AGENT

NAME OF INSTITUTION

Sankaty Advisors, LLC as Collateral
Manager for Race Point III CLO,
Limited, as Term Lender

_____, as a Lender

By: _____

Name:

Title:


Alan K. Halfenger
Chief Compliance Officer
Assistant Secretary

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AUTOMOTIVE CANADA LIMITED, THE LENDERS
FROM TIME TO TIME PARTY THERETO AND
DEUTSCHE BANK TRUST COMPANY AMERICAS AS
ADMINISTRATIVE AGENT

NAME OF INSTITUTION

Race Point IV CLO, Ltd
By: Sankaty Advisors, LLC
as Collateral Manager

_____, as a Lender

By: _____

Name:

Title:


Alan K. Halfenger
Chief Compliance Officer
Assistant Secretary

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FROM TIME TO TIME PARTY THERETO AND
DEUTSCHE BANK TRUST COMPANY AMERICAS AS
ADMINISTRATIVE AGENT

NAME OF INSTITUTION

Sankaty High Yield Partners II, L.P.

_____, as a Lender

By: _____

Name:

Title:



Alan K. Halfenger
Chief Compliance Officer
Assistant Secretary

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FROM TIME TO TIME PARTY THERETO AND
DEUTSCHE BANK TRUST COMPANY AMERICAS AS
ADMINISTRATIVE AGENT

NAME OF INSTITUTION

Sankaty High Yield Partners III, L.P.

_____, as a Lender

By: _____

Name:

Title:


Alan K. Halfenger
Chief Compliance Officer
Assistant Secretary