

CONFIDENTIAL

SUBJECT TO FRE 408 & RELATED PRIVILEGES

**Cooper-Standard Automotive Inc.
Cooper-Standard Automotive Canada Limited
METZELER Automotive Profile Systems GmbH
Summary of Proposed Terms & Conditions**

**Superpriority Priming New DIP Priority Term Facility
\$200,000,000 New DIP Loans
(Consisting of \$175,000,000 of Initial New DIP Loans and
up to \$25,000,000 of Incremental New DIP Loans)**

Not a Commitment: This draft term sheet (the “Term Sheet”) is provided for discussion purposes only and does not constitute a financing commitment. All terms set forth herein are subject to further review and modification by Deutsche Bank Trust Company Americas in all respects and are subject to internal approval. Except as expressly provided in any binding written agreement the parties may enter into in the future, no past, present or future action, course of conduct, or failure to act relating to the transactions or proposals referred to in this draft term sheet or relating to the negotiation of the terms of such transactions or proposals shall give rise to or serve as the basis for any obligation or other liability on the part of such persons or any of their affiliates.

Reference is made to the Credit Agreement, dated as of December 23, 2004 (as amended, restated, supplemented or otherwise modified from time to time, including by that certain First Amendment and Consent to Credit Agreement, dated February 1, 2006, that certain Second Amendment to Credit Agreement, dated July 26, 2007, that certain Third Amendment and Waiver to Credit Agreement, dated December 18, 2008, that certain Fourth Amendment to Credit Agreement, dated May 15, 2009, that certain Fifth Amendment and Consent to Credit Agreement, dated July 14, 2009 and that certain Sixth Amendment to Credit Agreement, dated August 18, 2009, the “Prepetition Facility”), among Cooper-Standard Holdings Inc. (“Holdings”), a Delaware corporation (f/k/a CSA Acquisition Corp.), 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”), Cooper-Standard Automotive International Holdings B.V. (f/k/a Steffens Beheer BV), a company incorporated under the laws of The Netherlands, the Lenders (as defined therein) from time to time party thereto (the “Prepetition Lenders”), Deutsche Bank Trust Company Americas, as administrative agent for the Prepetition Lenders and the other agents party thereto.

Reference is also made to the Debtor-In-Possession Credit Agreement, dated as of August 5, 2009 (as amended, restated, supplemented or otherwise modified from time to time, including by that certain First Amendment to Debtor-In-Possession Credit Agreement, dated August 31, 2009, that certain Second Amendment and Limited Waiver to Debtor-In-Possession Credit Agreement, dated September 11, 2009 and that certain Additional Foreign Borrower Designation Agreement, dated as of December 2, 2009, the “Existing DIP Facility” and, together with the Credit

Documents (as defined therein), the “Existing DIP Loan Documents”), Holdings, the U.S. Borrower, the Canadian Borrower, METZELER Automotive Profile Systems GmbH, a limited liability company (*Gesellschaft mit beschränkter Haftung*) organized under the laws of Germany, the Lenders (as defined therein) from time to time party thereto (the “Existing DIP Lenders”), Deutsche Bank Trust Company Americas (the “Existing DIP Agent”), as administrative agent for the Existing DIP Lenders and the other agents party thereto. Capitalized terms used but not otherwise defined herein shall have the meaning ascribed to such terms in the Existing DIP Facility.

Borrowers: 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” or “Canadian Debtor”), and METZELER Automotive Profile Systems GmbH (“MAPS” or “German Borrower”; together with the U.S. Borrower and the Canadian Borrower, the “Borrowers”), (a) with Holdings and each U.S. subsidiary of Holdings (together with the U.S. Borrower, the “U.S. Debtors”) as debtors-in-possession under Chapter 11 of the United States Bankruptcy Code (the “Bankruptcy Code”), in jointly administered cases (collectively, the “U.S. Cases”) commenced in the United States Bankruptcy Court for the District of Delaware (the “Bankruptcy Court”) and (b) the Canadian Borrower under a proceeding (the “Canadian Case”) commenced in the Ontario Superior Court of Justice (Commercial List) (the “Canadian Court” pursuant to the Companies’ Creditors Arrangement Act, R.S.C. 1985, c. C-36 (the “CCAA”).

Guarantors: The same as set forth in, and guaranteeing the same obligations as set forth in, the Existing DIP Facility.

New DIP Facility: A superpriority priming single draw term loan facility (the “Initial New DIP Facility”) in an aggregate principal amount of \$175,000,000 (the “Initial New DIP Commitments”), of which \$75,000,000 shall be borrowed by the U.S. Borrower, \$50,000,000 shall be borrowed by the Canadian Borrower and \$50,000,000 shall be borrowed by the German Borrower, to be used to refinance the loans under the Existing DIP Facility (the “Initial New DIP Loans”).

Incremental New DIP Loans. A standby uncommitted single draw term loan facility in excess of full utilization of the Initial New DIP Commitments (the “Incremental New DIP Facility”, which, together with the Initial New DIP Facility, shall be considered the “New DIP Facility” for purposes hereof), in an aggregate amount not exceeding \$25,000,000 (the “Incremental New DIP Commitments” and together with the Initial New DIP Commitments, the “New DIP Commitments”; and the incremental term loans thereunder, the

“Incremental New DIP Loans” which, together with the Initial New DIP Loans, shall be considered the “New DIP Loans” for the purposes hereof; and the lenders thereunder, “Incremental New DIP Lenders”, which shall be considered New DIP Lenders for purposes hereof). Following a request by the U.S. Borrower, the Incremental New DIP Facility may be made available by any of the New DIP Lenders, in their sole discretion, and/or one or more other Persons which are Eligible Transferees, in each case with the consent of the Required Lenders. No New DIP Lender will be obligated to commit to fund any Incremental New DIP Loans.

Any Incremental New DIP Facility shall be effected by way of an Incremental Term Loan Commitment Agreement executed by the Borrowers, the New DIP Administrative Agent, the Incremental New DIP Lender(s) and the Required Lenders.

Amounts repaid or prepaid under the New DIP Loans may not be reborrowed.

Collateral:

Substantially the same as set forth in, and securing the same obligations as set forth in, the Existing DIP Facility.

New DIP Lenders:

The lenders initially party to New DIP Loan Agreement, together with (i) any Incremental New DIP Lenders and (ii) any eligible financial institution which succeeds to the New DIP Loan Documents (as defined below) as a “New DIP Lender” after the Closing Date (together, with any Incremental New DIP Lenders, the “New DIP Lenders”); provided that no equity sponsor nor any other affiliate of the Borrowers shall become a New DIP Lender.

New DIP Loan Agreement / New DIP Loan Documents:

Pursuant to the order entered into by the Bankruptcy Court (the “New Interim Order”) and the order entered into by the Canadian Court (the “New Initial Order”), in each case approving the New DIP Loan Agreement, the New DIP Facility shall consist of a new credit agreement (the “New DIP Loan Agreement”) and new definitive loan documents having substantially the same terms (including covenants, events of default, representations and warranties, conditions precedent, prepayments, participations and assignments, voting, expenses, indemnity, break funding, yield protection and governing law) as the Existing DIP Facility and the Existing DIP Loan Documents and reflecting the changes contemplated hereby and other changes or modifications as may be acceptable to the U.S. Borrower and the Required Lenders (the “New DIP Loan Documents”). As set forth in the New DIP Loan Documents, the New DIP Facility shall, upon entry of the New Final Order and repayment in full of the Existing DIP Facility, have a first priority security interest in (or first priority right to receive

money from) the Collateral.

- Required Lenders:** The New DIP Lenders holding more than 50% of the New DIP Commitments or, if the New DIP Commitments have expired or terminated, New DIP Lenders holding more than 50% of the outstanding New DIP Loans (in either case, the “Required Lenders”).
- Administrative Agent:** Deutsche Bank Trust Company Americas (the “New DIP Administrative Agent”) shall act as administrative agent for the New DIP Lenders under the New DIP Facility.
- Documentation Agent:** Deutsche Bank Trust Company Americas (the “Documentation Agent”)
- Arranger and Bookrunner:** Deutsche Bank Securities, Inc. as sole lead arranger and sole bookrunner (the “Arranger”).
- Syndication Agent:** Deutsche Bank Securities, Inc.
- Use of Proceeds:** The proceeds of New DIP Facility (excluding the Incremental New DIP Facility) will be used, upon entry of the New Final Order, to refinance the Existing DIP Facility. The proceeds of the Incremental New DIP Facility (if any) would be used in accordance with the terms of the 13-Week Budget, including, without limitation: (i) to pay related transaction costs, fees and expenses with respect to the Incremental New DIP Facility, (ii) to provide working capital, and for other general corporate purposes; and (iii) to pay administration costs of the U.S. Cases and the Canadian Case and claims or amounts approved by the Bankruptcy Court and the Canadian Court.
- Closing Date:** The date on which the full amount of the New DIP Commitments is made available for borrowings under the New DIP Facility (the “Closing Date”), which shall be no later than the business day immediately following the date on which the order approving the borrowings is entered by the Bankruptcy Court (the “New Final Order”; such date, the New Final Order Entry Date”), subject to satisfaction (or waiver by the Required Lenders) of the applicable conditions precedent referred to herein.
- Borrowing:** Upon the New Final Order Entry Date, the full amount of the New DIP Commitments shall be borrowed by the Borrowers, subject to compliance with the terms, conditions and covenants described in the New DIP Loan Documents. On the New Final Order Entry Date, the Borrowers in the aggregate shall draw not less than

\$175,000,000 under the New DIP Facility.

13-Week Budget: Substantially the same as set forth in the set forth in the Existing DIP Facility.

Maturity: The maturity date of the New DIP Facility will be the earliest of: (i) August 4, 2010, (ii) the effective date of a Chapter 11 plan or CCAA plan of compromise or arrangement for any U.S. Debtor or the Canadian Debtor, as the case may be and (iii) the acceleration of the New DIP Facility or termination of the New DIP Commitments thereunder (other than as a result of the borrowings on the Closing Date), including, without limitation, as a result of the occurrence of an Event of Default (the date of any such occurrence, the "Maturity Date"); provided that, if no Default or Event of Default shall have occurred and be continuing as of the then-current Maturity Date, the Maturity Date may be extended at the option of the Borrowers and with the prior consent of the Required Lenders, by up to 90 days; provided further that, the Borrowers shall in the aggregate pay a fee to the New DIP Administrative Agent for the account of the New DIP Lenders equal to 1.0% of the sum of the then outstanding New DIP Loans immediately prior to giving effect to such extension.

Amortization: The New DIP Facility will amortize in equal quarterly installments in an aggregate annual amount equal to 1.0% of its original principal amount, with the balance payable on the Maturity Date.

Interest Rate and Fees:

Interest Rate: The New DIP Loans will bear interest at a rate equal to a percentage not more than in the range of 6.0% – 7.0% per annum *plus* the current LIBO rate as quoted by Telerate Page 3750, adjusted for reserve requirements, if any, and subject to customary change of circumstance provisions, for interest periods of three months (the "LIBO Rate"), calculated on a 360-day basis and payable at the end of the relevant interest period, or a percentage not more than in the range of 5.0% – 6.0% per annum plus the current Base Rate but in any event at least quarterly; provided that the LIBO Rate will at no time be less than a percentage in the range of 2.0% - 2.5% per annum and the Base Rate will at no time be less than a percentage in the range of 3.0% - 3.5% per annum.

No more than ten (10) LIBO Rate interest periods may be in effect at any one time under the New DIP Facility.

Default Interest: The same as set forth in the Existing DIP Facility.

Upfront Fee:	None.
Exit Fee:	None.
Agency Fee:	\$125,000 (as reduced by the application of the agency fee previously paid under the Existing DIP Facility; <u>provided</u> that if the Maturity Date of the New DIP Facility is extended at the option of the Borrowers and with the prior consent of the Required Lenders, by up to 90 days, the Agency Fee shall be increased by an amount equal to the product of (i) \$125,000 and (ii) the percentage equal to the number of days the New DIP Facility is extended divided by 360).
Arranger Fee:	\$500,000.
Prepetition Lender Fee:	None.
Nature of Fees:	Non-refundable under all circumstances.
Voluntary Prepayments and Commitment Reductions:	The Borrowers may, at any time, repay the loans under the New DIP Facility in full or in part.
Priming Consent Required:	As a condition to the execution and delivery of the New DIP Loan Agreement and the New DIP Loan Documents (each as described herein), the Required Lenders (as such term is defined in the Prepetition Facility) shall have approved and consented to (i) the granting of Liens (as such term is defined in the Prepetition Facility) on the assets of Holdings and each subsidiary of Holdings (including each Borrower (as such term is defined herein)), and the incurrence of the loans and guaranties in the amounts and by the Borrowers and the Guarantors, as referenced in this Term Sheet with the priorities referenced herein, pursuant to the New DIP Loan Documents to which Deutsche Bank Trust Company Americas is party as administrative agent, Deutsche Bank Securities, Inc. is party as sole lead arranger and sole bookrunner and having initial New DIP Lenders identified by Deutsche Bank Securities, Inc as sole lead arranger and (ii) the Administrative Agent (as such term is defined in the Prepetition Facility) entering into one or more intercreditor agreements and amendments to the existing Security Documents (as such term is defined in the Prepetition Facility) implementing the priorities and Liens (as such term is defined in the Prepetition Facility) referenced in this Term Sheet.
Conditions Precedent to	Substantially the same as the conditions precedent to the Initial Borrowing Date set forth in Section 6 to the Existing DIP Facility,

Borrowing:

modified as appropriate to reflect that (i) the Cases have been commenced and (ii) the New Interim Order and the New Initial Order shall approve the New DIP Loan Agreement (but shall not provide for the granting of new liens or for the approval of borrowings to occur prior to the Closing Date), but including additional conditions as follows:

- (a) The New Interim Order shall have been entered by the Bankruptcy Court and the New Initial Order shall have been entered by the Canadian Court, in each case no later than December 21, 2009 and in form and substance satisfactory to the sole discretion of the Required Lenders on a motion by the U.S. Debtors and the Canadian Debtor, respectively, that is in form and substance satisfactory to the sole discretion of Required Lenders, approving the New DIP Loan Agreement.
- (b) The New Final Order shall have been entered by the Bankruptcy Court no later than December 31, 2009, in form and substance satisfactory to the sole discretion of the Required Lenders on a motion by the U.S. Debtors that is in form and substance satisfactory to the sole discretion of Required Lenders, which New Final Order shall have been entered on such prior notice to such parties as may be satisfactory to the sole discretion of Required Lenders, approving and authorizing on a final basis the matters and containing the provisions described in this Term Sheet.
- (c) The New Interim Order, the New Initial Order, the New Final Order and the New DIP Loan Documents shall be in full force and effect, and shall not (in whole or in part) have been reversed, modified, amended, stayed, vacated, appealed or subject to a stay pending appeal or otherwise challenged or subject to any challenge anywhere in the world.
- (d) No order shall have been entered by the Canadian Court in the Canadian Case that has an adverse impact on the New DIP Loan Documents, the New Initial Order or the transactions contemplated thereby.
- (e) The Credit Parties shall be in compliance with the New Final Order.
- (f) The New DIP Lenders shall have received the most recent update of the 13-Week Budget and weekly variance reports, each in form and substance satisfactory to the Required Lenders, and the Credit Parties shall be in compliance with

the updated 13-Week Budget.

- (g) No Default or Event of Default (as each term is defined in the Existing DIP Facility) shall have occurred and be continuing under the Existing DIP Facility.
- (h) The borrowing under the New DIP Loan Agreement shall have occurred no later than December 31, 2009.

It shall not be a condition precedent to the borrowing under the New DIP Loan Agreement that PriceWaterhouseCoopers or any other Person deliver an additional "Financial Review / Solvency Analysis" with respect to the German Borrower.

For the avoidance of doubt, if a condition is required to be satisfied by a date certain and such condition is not so satisfied or waived, the commitments of the Lenders under the New DIP Loan Agreement shall terminate at 5:00 P.M. (NY time) on such date certain.

**Contingent/Unmatured
Obligations under the
Existing DIP Facility:**

Each Credit Agreement Party will covenant in the New DIP Loan Agreement to pay any and all contingent, unmatured or unliquidated obligations (including indemnity, expense and fee obligations) under the Existing DIP Facility, which obligations (i) are stated therein to survive the termination of the Existing DIP Facility and (ii) shall be considered, for all purposes, obligations under the New DIP Facility.