

Exhibit D

ASSET PURCHASE AGREEMENT

dated as of February 6, 2009

among

FRS HOLDING CORP.

and

FLUID ROUTING SOLUTIONS INTERMEDIATE HOLDING CORP.

and

THE OTHER SELLERS NAMED HEREIN

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ASSET PURCHASE AGREEMENT

THIS ASSET PURCHASE AGREEMENT is made and entered into as of this 6th day of February, 2009, by and between (i) FRS Holding Corp., a Delaware corporation ("Purchaser"), and (ii) Fluid Routing Solutions Intermediate Holding Corp., a Delaware corporation ("ParentCo"), and each of its subsidiaries listed on the signature page of this Agreement (each a "Seller" and collectively, "Sellers").

WHEREAS, Sellers, Sun Fluid Routing Finance, LLC, as Administrative Agent, and the lenders signatory thereto are party to that certain Credit Agreement dated February __, 2009 (the "DIP Financing Agreement"); and

WHEREAS, Purchaser desires to purchase, and Sellers desire to sell, convey, assign, transfer and deliver to Purchaser certain assets relating to the Business.

NOW, THEREFORE, BE IT RESOLVED, in consideration of the mutual covenants, agreements and warranties herein contained, and for other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the parties hereto agree as follows:

ARTICLE I DEFINITIONS AND RULES OF CONSTRUCTION

1.1 Definitions. Unless otherwise defined herein, terms used herein shall have the meanings set forth below:

"Acquired Assets" shall have the meaning set forth in Section 2.1(a) hereof.

"Acquired IP" shall have the meaning set forth in Section 2.1(a)(iv).

"Acquired Owned Real Property" means the Owned Real Property identified in Schedule 2.1(a)(vii) attached hereto, other than those excluded by Purchaser from the Acquired Assets pursuant to Section 2.3(e).

"Acquisition Proposal" means a proposal (other than by Purchaser or its Affiliates) relating to any merger, consolidation, business combination, sale or other disposition of 10% or more of the Acquired Assets pursuant to one or more transactions, the sale of 10% or more of the outstanding shares of capital stock or equity interests of any Seller (including by way of a tender offer, foreclosure, or plan of reorganization or liquidation) or a similar transaction or business combination involving one or more Third Parties and any Seller. For the avoidance of doubt, in no event shall any proposal solely with respect to the Excluded Assets or any portion thereof be included in the definition of "Acquisition Proposal."

"Affiliate" of any particular Person means any other Person controlling, controlled by or under common control with such particular Person, where "control" means the

possession, directly or indirectly, of the power to direct the management and policies of a Person whether through the ownership of voting securities or otherwise.

"Affiliated Group" means an affiliated group as defined in Section 1504 of the Code (or any analogous combined, consolidated or unitary group defined under state, local or foreign income Tax law) of which any Seller is or has been a member.

"Agreement" means this Asset Purchase Agreement, including all the Exhibits and the Schedules hereto, as the same may be amended from time to time in accordance with its terms.

"Allocation" shall have the meaning set forth in Section 12.10 hereof.

"Applicable Rate" means the prime rate of interest reported from time to time in *The Wall Street Journal*.

"Assignment and Assumption" shall have the meaning set forth in Section 10.2(c) hereof.

"Assignment Motion" shall have the meaning set forth in Section 6.6(c) hereof.

"Assumed Contracts" means all Contracts identified in Schedule 2.1(a)(v) attached hereto under the heading "Assumed Contracts," including the Assumed CBA, other than those excluded by Purchaser from the Acquired Assets pursuant to Section 2.3(e) hereof.

"Assumed Equipment Leases" means all equipment leases identified in Schedule 2.1(a)(v) attached hereto under the heading "Assumed Equipment Leases," other than those excluded by Purchaser from the Acquired Assets pursuant to Section 2.3(e) hereof.

"Assumed Executory Contracts" means the Assumed Contracts and the Assumed Leases.

"Assumed Facility Leases" means all of the Facility Leases identified in Schedule 2.1(a)(viii) attached hereto, other than those excluded by Purchaser from the Acquired Assets pursuant to Section 2.3(d) hereof.

"Assumed Facility Subleases" means all of the Facility Subleases identified in Schedule 2.1(a)(viii) attached hereto, other than those excluded by Purchaser from the Acquired Assets pursuant to Section 2.3(d) hereof.

"Assumed Leased Facilities" means the Leased Facilities identified in the Assumed Facility Leases and Assumed Facility Subleases.

"Assumed Leases" means the Assumed Equipment Leases, the Assumed Facility Leases and the Assumed Facility Subleases.

"Assumed Obligations" shall have the meaning set forth in Section 2.2(a) hereof.

"Assumed Plans" shall mean only the Employee Benefit Plans identified in Schedule 2.2(a)(vi) attached hereto, other than those excluded by Purchaser from the Acquired Assets pursuant to Section 2.3(e) hereof.

"Auction" shall mean the auction conducted by Sellers pursuant to the Bidding Procedures Order and Section 8.2(c) hereof for substantially all of the Acquired Assets.

"Bankruptcy Code" means title 11 of the United States Code.

"Bankruptcy Court" means the United States Bankruptcy Court for the District of Delaware.

"Benefit Plan" means any "employee benefit plan" (including "plans" as defined in ERISA §3(3)), profit sharing, deferred compensation, bonus, stock option, stock purchase, vacation pay, holiday pay, pension, retirement plans, medical and any other form of compensation or employee benefit plan, program, agreement or arrangement of any kind regardless of whether any such plan is written or oral or provided under an employment, collective bargaining or other similar arrangement.

"Bid" or "Bids" shall have the meaning set forth in Section 6.7 hereof.

"Bidders" shall have the meaning set forth in Section 6.7 hereof.

"Bidding Procedures Order" means the order of the Bankruptcy Court, in the form of Exhibit A attached hereto, and (i) setting a deadline for the filing of objections to the entry of the Sale Order, (ii) providing that the Auction shall be held not more than two (2) days prior to the Sale Hearing, (iii) scheduling the Sale Hearing, (iv) providing for competitive bidding procedures pursuant to which acquisition proposals may be solicited, made and accepted and containing the terms specified in Sections 8.2(c) and 11.2 hereof and (v) approving and implementing the provisions of Sections 6.7, 8.2(c) and 11.2 hereof.

"Books and Records" means all records and lists of Sellers (x) primarily relating to the Business, Assumed Leased Facilities, Acquired Owned Real Property or Acquired Assets, and (y) with respect to records and lists of Sellers not primarily relating to the Business, Assumed Leased Facilities, Acquired Owned Real Property or Acquired Assets, all records and lists of Sellers to the extent relating to the Business, Assumed Leased Facilities, Acquired Owned Real Property or Acquired Assets, in each case including (i) all merchandise, analysis reports, marketing reports and creative material pertaining to the Acquired Assets, the Facilities or the Business, (ii) all records relating to customers, suppliers or personnel of Sellers (including customer lists, mailing lists, e-mail address lists, recipient lists, sales records, correspondence with customers, customer files and account histories, supply lists and records of purchases from and correspondence with suppliers), (iii) all records relating to all product, business and marketing plans of any Seller, and (iv) all books, ledgers, files, reports, plans, drawings and operating records of every kind of Sellers; provided, however, "Books and Records" shall not include any books and records relating solely to the Excluded Assets or any Seller's minute books, stock books and Tax Returns.

"Business" means the activities carried on by Sellers relating to their hose extrusion operations, fuel hose assembly and power steering service businesses, including their respective activities relating to the development, manufacture, assembly, distribution, service and sale of fuel filler assembly, power steering service assembly and hose extrusion products. Without limiting the foregoing, "Business" shall include Sellers' service operations located in their Big Rapids, Michigan facility.

"Cash" means all cash, including checking account balances, certificates of deposit and other time deposits and petty cash, net of overdrafts, and marketable and other securities.

"Cash Portion of the Closing Purchase Price" shall have the meaning set forth in Section 3.1(a) hereof.

"Cash Portion of the Purchase Price" shall have the meaning set forth in Section 3.1(c) hereof.

"CERCLA" means the Comprehensive Environmental Response, Compensation and Liability Act of 1980, as amended (42 U.S.C. §9601 et seq.) and any Regulations promulgated thereunder.

"Chapter 11 Cases" means the cases to be commenced promptly after execution of this Agreement by Sellers under Chapter 11 of the United States Bankruptcy Code in the Bankruptcy Court.

"Claim" shall have the meaning set forth in Section 101(5) of the Bankruptcy Code.

"Closing" shall have the meaning set forth in Section 10.1 hereof.

"Closing Balance Sheet" shall have the meaning set forth in Section 3.1(b) hereof.

"Closing Date" shall have the meaning set forth in Section 10.1 hereof.

"Closing Net Assets" means, as of the Closing, an amount equal to (a) the sum of (i) the aggregate amount of accounts receivable included in the Acquired Assets which are not outstanding more than thirty (30) days after the earlier of delivery or invoice plus (ii) the value of the Inventory minus (b) the aggregate amount of accounts payables included in the Assumed Obligations, in each case determined in accordance with GAAP. For purposes of clarification, obsolete inventory will be given no value in the calculation of Closing Net Assets.

"Closing Net Assets Shortfall" means the amount (if any) by which the Closing Net Assets is less than \$22,791,000.

"Closing Net Assets Surplus" means the amount (if any) by which the Closing Net Assets is more than \$22,791,000.

"Closing Purchase Price" shall have the meaning set forth in Section 3.1(a) hereof.

"COBRA" means the requirements of Part 6 of Subtitle B of Title I of ERISA and Section 4980 of the Code and of any similar state law.

"Code" means the United States Internal Revenue Code of 1986, as amended.

"Collective Bargaining Agreement" means the collective bargaining agreement relating to the Big Rapids, Michigan Facility dated as of March 31, 2008 as may be modified pursuant to Section 8.10(a) of this Agreement.

"Contract" means any agreement, contract, commitment or other binding arrangement or understanding, whether written or oral, to which any Seller is a party and which any Seller is permitted under the Bankruptcy Code to assume and assign.

"Cure Payments" means any cure payments or obligations (pursuant to Section 365 of the Bankruptcy Code or otherwise) due by Sellers with respect to any Acquired Assets, Assumed Obligations or the Business.

"Deadline Date" means February 17, 2009.

"DIP Financing Agreement" shall have the meaning set forth in the Preamble hereof.

"Dollars" or "\$" means dollars of the United States of America.

"Electronic Delivery" shall have the meaning set forth in Section 13.5.

"Employee Benefit Plan" shall have the meaning set forth in Section 4.7(a) hereof.

"Environmental Laws" means all federal, state, provincial, local and foreign statutes, Regulations, ordinances, directives and other provisions having the force or effect of law, all judicial and administrative orders and determinations, all contractual obligations and all common law, in each case concerning public health and safety, worker health and safety, pollution or protection of the environment, including all those relating to the presence, use, production, generation, handling, transportation, treatment, storage, disposal, distribution, labeling, testing, processing, discharge, Release, threatened Release, control, or cleanup of any Hazardous Substances (including CERCLA and analogous state laws), each as amended or in effect prior to, on or after Closing.

"Environmental Permits" means all Permits required under Environmental Laws for the conduct of the Business and the ownership or operation of the Acquired Assets.

"ERISA Affiliate" means each entity which is treated as a single employer with any Seller for purposes of Code §414.

"ERISA" means the Employee Retirement Income Security Act of 1974, as amended, and all Regulations issued thereunder.

"Excluded Assets" shall have the meaning set forth in Section 2.3 hereof.

"Excluded Contracts" shall have the meaning set forth in Section 2.3(d) hereof.

"Excluded Environmental Liabilities" means any Liability or investigatory, corrective or remedial obligation, whenever arising or occurring, arising under Environmental Laws with respect to Sellers or any predecessor of any Seller, the Business, the Acquired Assets or the Facilities (including any arising from the on-site or off-site Release, threatened Release, treatment, storage, disposal, or arrangement for disposal of Hazardous Substances) whether or not constituting a breach of any representation or warranty herein and whether or not set forth on any schedule attached hereto.

"Excluded Leases" shall have the meaning set forth in Section 2.3(d) hereof.

"Excluded Liabilities" shall have the meaning set forth in Section 2.4(a) hereof.

"Exhibits" means the exhibits hereto.

"Expense Reimbursement" shall have the meaning set forth in Section 8.2(c)(i) hereof.

"Facilities" means collectively the premises at which each Seller operates.

"Facility Leases" means all of Sellers' right, title and interest in all leases, licenses, concessions and other agreements (written or oral) and all amendments, extensions, renewals, guaranties and other agreements with respect thereto, pursuant to which Sellers hold a leasehold estate in, or are granted the right to use or occupy a leased Facility.

"Facility Subleases" means all of Sellers' right, title and interest in all subleases, licenses, concessions and other agreements (written or oral) and all amendments, extensions, renewals, guaranties and other agreements with respect thereto, pursuant to which Sellers hold a subleasehold estate in, or are granted the right to use or occupy a subleased Facility.

"Final Determination" shall have the meaning set forth in Section 3.1(b) hereof.

"Final Order" means an Order as to which the time to file an appeal, a motion for rehearing or reconsideration or a petition for writ of certiorari has expired and no such appeal, motion or petition is pending.

"Financial Statements" shall have the meaning set forth in Section 4.5 hereof.

"GAAP" means, at a given time, United States generally accepted accounting principles, consistently applied.

"Governmental Authority" means any United States federal, state or local or any foreign government, governmental regulatory or administrative authority, agency or commission or any court, tribunal or judicial or arbitral body.

"Hazardous Substances" means any pollutants, contaminants or chemicals, and any industrial, toxic or otherwise hazardous materials, substances or wastes with respect to which Liability or standards of conduct are imposed under any Environmental Laws, including petroleum and petroleum-related substances, products, by-products and wastes, asbestos, urea formaldehyde and lead-based paint, noise and odors.

"Highest and Best Bid" shall have the meaning set forth in Section 8.2(c)(vii) hereof.

"Indebtedness" with respect to any Person means any obligation of such Person for borrowed money, and in any event shall include (i) any obligation incurred for all or any part of the purchase price of property or other assets or for the cost of property or other assets constructed or of improvements thereto, other than accounts payable included in the calculation of the Closing Net Assets and the Cash Portion of the Purchase Price, (ii) the face amount of all letters of credit issued for the account of such Person, (iii) obligations (whether or not such Person has assumed or become liable for the payment of such obligation) secured by Liens, (iv) capitalized lease obligations, (v) all guarantees and similar obligations of such Person, (vi) all accrued interest, fees and charges in respect of any indebtedness and (vii) all prepayment premiums and penalties, and any other fees, expenses, indemnities and other amounts payable as a result of the prepayment or discharge of any indebtedness.

"Intellectual Property" means all of the following in any jurisdiction throughout the world: (i) patents, patent applications and patent disclosures, together with all reissues, continuations, continuations-in-part, divisions, revisions, renewals, extensions and reexaminations thereof, (ii) trademarks, service marks, trade dress, logos, slogans, trade names, internet domain names and corporate names, together with all goodwill associated therewith, and applications, registrations and renewals in connection therewith, (iii) copyrights, mask works and copyrightable works, and applications, registrations and renewals in connection therewith, (iv) trade secrets and other confidential information (including ideas, research and development, know-how, inventions, formulas, compositions, manufacturing and production processes and techniques, designs, drawings, specifications, marketing plans, and customer and supplier lists and information), (v) software (including source code, executable code, data, databases and documentation); (vi) copies and tangible embodiments of any of the foregoing in whatever form or medium; and (vii) all other intellectual property.

"Inventory" means all finished goods inventories, raw materials, packaging materials, work in process, consigned goods and finished goods (including warehoused inventories, service inventories and inventories covered by purchase orders) relating to the Business, wherever located, including consignment inventory and inventory on order for or in transit to or from any Seller.

"Knowledge of Sellers" or "Sellers' Knowledge" shall mean the actual knowledge of Michael Laisure and John Carson with no duty of investigation.

"Leased Facilities" means any land, buildings, structures, improvements, fixtures or other component of real property in which Sellers have an interest and which is used or intended to be used by Sellers or used or intended to be used in, or otherwise related to, the Business other than the Owned Real Property.

"Liability" means any liability (whether known or unknown, whether asserted or unasserted, whether absolute or contingent, whether accrued or unaccrued, whether liquidated or unliquidated, and whether due or to become due and regardless of when asserted), including any liability for Taxes.

"Lien" or "Liens" means any lien (statutory or otherwise), hypothecation, encumbrance, Claim, Liability, security interest, interest, mortgage, pledge, restriction, charge, instrument, license, preference, priority, security agreement, easement, covenant, encroachment, option, right of recovery, Tax (including foreign, federal, state and local Tax), Order of any Governmental Authority, of any kind or nature (including (i) any conditional sale or other title retention agreement and any lease having substantially the same effect as any of the foregoing, (ii) any assignment or deposit arrangement in the nature of a security device, (iii) any claim based on any theory that Purchaser is a successor, transferee or continuation of Sellers or the Business, and (iv) any leasehold interest, license or other right, in favor of a Third Party or a Seller, to use any portion of the Acquired Assets), whether secured or unsecured, choate or inchoate, filed or unfiled, scheduled or unscheduled, noticed or unnoticed, recorded or unrecorded, contingent or non-contingent, material or non-material, known or unknown.

"Material Adverse Change" or "Material Adverse Effect" means, any event, change, condition or matter that individually or in the aggregate results in or could reasonably be expected to result in a material adverse effect or change in the results of operations or condition (financial or otherwise) of Sellers, the Business or the Acquired Assets; provided, however, that changes in economic conditions generally or in the industries in which Sellers operate, so long as such changes do not have a disproportionate effect on Sellers taken as a whole, shall not constitute or be taken into account in determining whether there has been or will be a Material Adverse Change or Material Adverse Effect.

"Notice of Disagreement" shall have the meaning set forth in Section 3.1(b) hereof.

"Notice" means any summons, citation, directive, Order, claim, litigation, proceeding, letter or other communication, written or oral, actual or threatened, from the United States Environmental Protection Agency and any Governmental Authority, or any other entity or any individual and shall include the imposition of any Lien on property owned, leased, occupied or used by any Seller pursuant to any Environmental Law.

"Order" means any decree, order, injunction, rule, judgment, consent of or by any Governmental Authority.

"Ordinary Course of Business" means the operation of the Business by Sellers in the usual and ordinary course in a manner substantially similar to the manner in which Sellers

operated prior to the commencement of the Chapter 11 Cases (including with respect to quantity and frequency).

"Owned Real Property" means all land and all buildings, structures, fixtures and other improvements located thereon which are interests in real property, and all easements, rights of way, servitudes, tenements, hereditaments, appurtenances, privileges and other rights with respect thereto owned by Sellers.

"ParentCo" shall have the meaning set forth in the Preamble hereto.

"Pension Plan" shall have the meaning set forth in Section 4.7(b)

"Permits" means licenses, permits, approvals, certificates of occupancy, authorizations, operating permits, registrations, plans and the like.

"Permitted Liens" means (i) statutory liens for current property Taxes and assessments not yet due and payable, including liens for *ad valorem* Taxes and statutory liens not yet due and payable (arising other than by reason of any default on the part of any Seller), and (ii) easements, covenants, conditions, restrictions and other similar matters of record on real property, leasehold estates or personalty that do not in any material respect detract from the value thereof and do not individually or in the aggregate in any material respect interfere with the present use of the property subject thereto.

"Person" means any corporation, partnership, joint venture, limited liability company, organization, entity, authority or natural person.

"Petition Date" means the date on which Sellers have made all filings necessary to consummate cases under chapter 11 of the Bankruptcy Code.

"Pre-Closing Tax Period" means all taxable periods ending on or before the Closing Date and the portion through the end of the Closing Date for any taxable period that includes (but does not end on) the Closing Date.

"Proceeding" shall have the meaning set forth in Section 2.4(a)(ix) hereof.

"Proration Items" shall have the meaning set forth in Section 6.9(b) hereof.

"Purchase Price" shall have the meaning set forth in Section 3.1(f) hereof.

"Purchase Price Calculation" shall have the meaning set forth in Section 3.1(b) hereof.

"Purchaser" shall have the meaning set forth in the Preamble hereto.

"Qualifying Bid" shall have the meaning set forth in Section 8.2(c)(vi) hereof.

"Regulation" means any law, statute, regulation, ruling, or Order of, administered or enforced by or on behalf of, any Governmental Authority.

"Rehired Employees" shall have the meaning set forth in Section 12.1(a) hereof.

"Release" shall have the meaning set forth in CERCLA.

"Rule" or "Rules" means the Federal Rules of Bankruptcy Procedure.

"Sale Hearing" means the hearing of the Bankruptcy Court to approve this Agreement and the transactions contemplated herein.

"Sale Motion" shall have the meaning set forth in Section 6.6(b) hereof.

"Sale Order" means the order of the Bankruptcy Court in the form of Exhibit B attached hereto, to be entered by the Bankruptcy Court pursuant to Sections 363, 365 and 1146(c) of the Bankruptcy Code.

"Schedules" means the schedules attached hereto.

"Seller" and "Sellers" shall have the meaning set forth in the Preamble hereto.

"Shared Contract" mean a Contract which applies to both the Business and other businesses of Sellers.

"Sublease" shall have the meaning set forth in Section 6.10 hereof.

"Subsidiary" means, with respect to any Person, any corporation a majority of the total voting power of shares of stock of which is entitled (without regard to the occurrence of any contingency) to vote in the election of directors, managers or trustees thereof is at the time owned or controlled, directly or indirectly, by that Person or one or more of the other Subsidiaries of that Person or a combination thereof, or any partnership, limited liability company, association or other business entity a majority of the partnership or other similar ownership interest of which is at the time owned or controlled, directly or indirectly, by that Person or one or more Subsidiaries of that Person or a combination thereof. For purposes of this definition, a Person is deemed to have a majority ownership interest in a partnership, limited liability company, association or other business entity if such Person is allocated a majority of the gains or losses of such partnership, limited liability company, association or other business entity or is or controls the managing director or general partner of such partnership, limited liability company, association or other business entity.

"Substitution Agreement" shall have the meaning set forth in Section 8.10(b) hereof.

"Tax" and, with correlative meaning, "Taxes" mean with respect to any Person (i) all federal, state, local, county, foreign and other taxes, assessments or other government charges, including any income, alternative or add-on minimum tax, estimated, gross income, gross receipts, sales, use, *ad valorem*, value added, transfer, capital stock franchise, profits, license, registration, recording, documentary, intangibles, conveyancing, gains, withholding, payroll, employment, social security (or similar), unemployment, disability, excise, severance, stamp, occupation, premium, property (real and personal), environmental or windfall profit tax,

custom duty or other tax, governmental fee or other like assessment, charge, or tax of any kind whatsoever, together with any interest, penalty, addition to tax or additional amount imposed by any Governmental Authority responsible for the imposition of any such tax (domestic or foreign) whether such Tax is disputed or not, (ii) Liability for the payment of any amounts of the type described in clause (i) above relating to any other Person as a result of being party to any agreement to indemnify such other Person, being a successor or transferee of such other Person, or being a member of the same affiliated, consolidated, combined, unitary or other group with such other Person, or (iii) Liability for the payment of any amounts of the type described in clause (i) arising as a result of being (or ceasing to be) a member of any Affiliated Group (or being included (or required to be included) in any Tax Return relating thereto).

"Tax Return" means any report, return, declaration, claim for refund or other information or statement supplied or required to be supplied by any Seller relating to Taxes, including any schedules or attachments thereto and any amendments thereof.

"Third Party" means any Person other than Sellers, Purchaser or any of their respective Affiliates.

"Title Policies" means title insurance policies issued by a title insurer satisfactory to Purchaser based upon the commitments for an ALTA Owners Policy of Title Insurance 1970 Form B and, at Purchaser's election, and ALTA Lender's Policy of Title Insurance 1970 Form (or other forms of policies acceptable to Purchaser), for each Acquired Owned Real Property and Assumed Leased Facilities.

"Transaction Documents" means this Agreement, and all other agreements, instruments, certificates and other documents to be entered into or delivered by any party in connection with the transactions contemplated to be consummated pursuant to this Agreement.

"Union" means UAW Local 389.

"Valuation Firm" means FTI Consulting, Inc., and if FTI Consulting, Inc. refuses or is unable to perform the requested services, Purchaser and Sellers shall negotiate in good faith to agree upon a different valuation firm, which valuation firm shall not be one of the twenty largest accounting firms in the United States.

"WARN Act" shall have the meaning set forth in Section 12.4 hereof.

1.2 Rules of Construction. Unless the context otherwise clearly indicates, in this Agreement:

- (a) the singular includes the plural;
- (b) "includes" and "including" are not limiting;
- (c) "may not" is prohibitive and not permissive; and
- (d) "or" is not exclusive.

ARTICLE II
PURCHASE AND SALE; ASSUMPTION OF CERTAIN LIABILITIES

2.1 Purchase and Sale of Assets.

(a) Subject to the terms and conditions set forth in this Agreement, at the Closing, Sellers shall sell, contribute, convey, assign, transfer and deliver to Purchaser, free and clear of all Liens (except for the Assumed Obligations and Permitted Liens), and Purchaser shall purchase, acquire and take assignment and delivery of, for the consideration specified in Section 3.1, all properties, assets, rights, titles and interests of every kind and nature, owned, licensed or leased by Sellers (including indirect and other forms of beneficial ownership) as of the Closing Date, which are used in, useful for or otherwise associated with the Business (including all assets located at any Acquired Owned Real Property or at any of the Facilities subject to Assumed Leases), whether tangible or intangible, real or personal and wherever located and by whomever possessed, but excluding Excluded Assets pursuant to Section 2.3 (all of the assets to be sold, assigned, transferred and delivered to Purchaser hereunder herein called the "Acquired Assets"). Without limiting the foregoing, the Acquired Assets shall include all of the following assets:

(i) all notes and accounts receivable of the Business (whether current or noncurrent) and all causes of action specifically pertaining to the collection of the foregoing with respect to the Business;

(ii) all promotional allowances and vendor rebates and similar items used in, useful for or otherwise associated with the Business;

(iii) all Tax refunds, rebates, credits and similar items relating to any period, or portion of any period, on or prior to the Closing Date with respect to the Business;

(iv) all Intellectual Property owned by, issued to, licensed or used by Sellers (including all of the Intellectual Property set forth on Schedule 4.17(a)), along with all income, royalties, damages and payments accrued, due or payable to Sellers as of the Closing or thereafter, including damages and payments for past, present or future infringements or misappropriations thereof, the right to sue and recover for past infringements or misappropriations thereof and any and all corresponding rights that, now or hereafter, may be secured throughout the world and all copies and tangible embodiments of any such Intellectual Property in Sellers' possession or control, used in, useful for or otherwise associated with the Business (collectively, the "Acquired IP");

(v) all of Sellers' rights existing under the Assumed Executory Contracts set forth on Schedule 2.1(a)(v);

(vi) all rights and interests in and to bank accounts (excluding the Cash held therein), safety deposit boxes, lock boxes and the like used in, useful for or otherwise associated with the Business, including those listed on Schedule 2.1(a)(vi) hereto;

(vii) all Acquired Owned Real Property set forth on Schedule 2.1(a)(vii);

(viii) all of Sellers' rights existing under the Assumed Facility Leases and the Assumed Facility Subleases set forth on Schedule 2.1(a)(viii), including all rights to security deposits held pursuant thereto;

(ix) all leasehold improvements located at the Facilities subject to the Assumed Facility Leases and the Assumed Facility Subleases;

(x) all machinery, tooling, equipment (including all vehicles, testing equipment and office equipment), fixtures, trade fixtures, computer equipment and hardware, telephone systems, network systems and furniture owned by Sellers, located at the Acquired Owned Real Property and the Facilities subject to Assumed Leases or otherwise used in, useful for or otherwise associated with the Business, including without limitation all machinery, tooling, equipment, fixtures, trade fixtures, computer equipment and hardware, telephone systems, network systems and furniture identified on Schedule 2.1(a)(x) hereto;

(xi) all the Inventory;

(xii) all office supplies, production supplies and other supplies, spare parts, other miscellaneous supplies, and other tangible property of any kind used in, useful for or otherwise associated with the Business, wherever located, including all property of any kind used in, useful for or otherwise associated with the Business located in any building, office or other space leased, owned or occupied by Sellers or in any warehouse where any of Sellers' properties and assets may be situated, used in, useful for or otherwise associated with the Business;

(xiii) all prepayments and prepaid expenses, employee advances, cash and security deposits and other current assets used in, useful for or otherwise associated with the Business;

(xiv) all claims, warranties, guarantees, refunds, causes of action, choices in action, rights of recovery, rights of set-off and rights of recoupment of every kind and nature (whether or not known or unknown or contingent or non-contingent) used in, useful for or otherwise associated with the Business;

(xv) the right to receive and retain mail, payments of accounts receivable and other communications used in, useful for or otherwise associated with the Business;

(xvi) the right to bill and receive payment for products shipped or delivered and services performed but unbilled or unpaid as of the Closing used in, useful for or otherwise associated with the Business;

(xvii) all Books and Records;

(xviii) all advertising, marketing and promotional materials, all archival materials, and all other printed or written materials used in, useful for or otherwise associated with the Business;

(xix) all transferable Permits, licenses, certifications, approvals and similar rights from all permitting, licensing, accrediting and certifying agencies, and the rights to all data and records held by such permitting, licensing and certifying agencies used in, useful for or otherwise associated with the Business;

(xx) all goodwill as a going concern and all other intangible properties used in, useful for or otherwise associated with the Business;

(xxi) all telephone numbers located at the Facilities subject to Assumed Facility Leases and Assumed Facility Subleases or at the Acquired Owned Real Property used in, useful for or otherwise associated with the Business;

(xxii) all indemnities used in, useful for or otherwise associated with the Business;

(xxiii) all rights to proceeds under insurance policies used in, useful for or otherwise associated with the Business;

(xxiv) all assets associated with the Assumed Plans listed on Schedule 2.2(a)(vi), if any; and

(xxv) all security deposits relating to Assumed Contracts.

(b) All of the Acquired Assets shall be sold, assigned, transferred, conveyed and delivered to Purchaser free and clear of all Liens (other than Permitted Liens), whether arising prior to or subsequent to the date of the filing of the Chapter 11 petitions of Sellers.

(c) Notwithstanding anything in this Agreement to the contrary, Purchaser may revise Schedule 2.1(a)(v), Schedule 2.1(a)(x), Schedule 2.2(a)(vi) and Schedule 2.3(e) to add, or eliminate, any lease, Facility Lease, Facility Sublease, Owned Real Property, Contract, Employee Benefit Plan or other asset at any time on or prior to the eleventh (11th) business day prior to the Sale Hearing and require Sellers to give notice to the parties to any such lease or Contract; provided, that (i) such change shall not affect the amount of the Purchase Price, and (ii) solely to the extent such lease, Facility Lease, Facility Sublease, Contract, Employee Benefit Plan or other asset does not significantly relate to the Business, Purchaser shall be solely responsible for all Cure Payments related thereto, and such Cure Payments shall not be deducted from the Purchase Price; provided, further, that Purchaser may not revise Schedule 2.1(a)(v), Schedule 2.1(a)(x), Schedule 2.2(a)(vi) or Schedule 2.3(e) to add as an Acquired Asset any asset listed on Schedule 2.3(l).

(d) EXCEPT FOR THE REPRESENTATIONS AND WARRANTIES SET FORTH IN THIS AGREEMENT AND THE OTHER TRANSACTION DOCUMENTS, (I) THE ACQUIRED ASSETS ARE BEING SOLD ON AN "AS IS," "WHERE IS" BASIS, AND (II) NO SELLER MAKES ANY OTHER WARRANTIES, INCLUDING MERCHANTABILITY, FITNESS OR OTHERWISE WITH RESPECT TO THE ACQUIRED ASSETS.

2.2 Assignment and Assumption of Liabilities.

(a) Subject to the terms and conditions set forth in this Agreement, in addition to the Purchase Price and as additional consideration for the Acquired Assets, Purchaser shall assume from Sellers, and thereafter be responsible for the payment, performance or discharge of only the following liabilities and obligations of Sellers (all such liabilities and obligations herein called the "Assumed Obligations"):

(i) obligations under the Assumed Executory Contracts first arising after the Closing other than any cure obligations (pursuant to Section 365 of the Bankruptcy Code) except as set forth in clause (v) below;

(ii) solely to the extent such liabilities and obligations relate to the Business, the trade payables or other liabilities incurred on or after the Petition Date to the Persons expressly set forth on Schedule 2.2(a)(ii) attached hereto;

(iii) any obligations with respect to the Rehired Employees' unpaid wages and salary, earned and accrued as of the Closing Date;

(iv) liabilities of the type described in clause (i) of the definition of Permitted Liens relating to the Acquired Owned Real Property;

(v) to the extent set forth next to any Assumed Executory Contract on Schedule 4.15, any Cure Payments with respect to such Assumed Executory Contract; and

(vi) any obligations associated with the Employee Benefit Plans to the extent specifically set forth on Schedule 2.2(a)(vi) (collectively, the "Assumed Plans"), if any.

(b) Notwithstanding anything in this Agreement to the contrary, Sellers hereby acknowledge and agree that Purchaser is not assuming from Sellers, or is in any way responsible for, the Excluded Liabilities.

(c) Section 2.2(a) shall not limit any claims or defenses Purchaser may have against any party other than Sellers. The transactions contemplated by this Agreement shall in no way expand the rights or remedies of any Third Party against Purchaser or Sellers as compared to the rights and remedies which such Third Party would have had against Sellers absent the Chapter 11 Cases had Purchaser not assumed such Assumed Obligations.

2.3 Excluded Assets. Notwithstanding anything to the contrary in this Agreement, the following assets of Sellers shall be retained by Sellers and are not being sold or assigned to Purchaser hereunder (all of the following are referred to collectively as the "Excluded Assets"):

(a) all Cash;

(b) any and all rights under this Agreement and avoidance claims or causes of action arising under the Bankruptcy Code or applicable state law, including all rights and avoidance claims of Sellers arising under Chapter 5 of the Bankruptcy;

- (c) all Owned Real Property other than the Acquired Owned Real Property;
- (d) all leases of Sellers other than the Assumed Leases (the "Excluded Leases") and all Contracts other than the Assumed Executory Contracts (the "Excluded Contracts");
- (e) any asset or Contract set forth on Schedule 2.3(e) attached hereto; provided that Purchaser may amend Schedule 2.1(a)(v), Schedule 2.1(a)(x), Schedule 2.2(a)(vi) and Schedule 2.3(e) attached hereto at any time on or before one (1) day prior to the Closing Date in order to exclude from the definition of Acquired Asset any other asset, lease or Contract not otherwise excluded, as the case may be; provided further that such exclusion shall not serve to reduce or otherwise affect the amount of the Purchase Price;
- (f) income Tax Returns of Sellers and related materials;
- (g) the equity securities or other ownership interest of any Seller;
- (h) the equity securities or other ownership interest of any of Sellers' Affiliates, including the equity securities or other ownership interest of Fluid Routing Solutions Canada Corp.;
- (i) each Seller's corporate charter, qualifications to conduct business as a foreign corporation, arrangements with registered agents relating to foreign qualifications, taxpayer and other identification numbers, seals, minute books, stock transfer books and blank stock certificates and other documents relating solely to the organization, maintenance and existence of such Seller as a corporation or limited liability company; provided, that Purchaser shall be entitled to receive a copy of all such documentation;
- (j) the Purchase Price and all other rights of Sellers under or pursuant to this Agreement and the Schedules attached hereto and any other agreements entered into by Sellers pursuant to this Agreement;
- (k) the assets associated with any Employee Benefit Plan that is not an Assumed Plan; and
- (l) all other assets and properties of Sellers specifically listed or described on Schedule 2.3(l).

2.4 No Other Liabilities Assumed.

(a) Each Seller acknowledges and agrees that pursuant to the terms and provisions of this Agreement, Purchaser will not assume or in any way become liable for any obligation of any Seller, other than the Assumed Obligations. In furtherance and not in limitation of the foregoing, neither Purchaser nor any of its Affiliates shall assume, and shall not be deemed to have assumed, any Indebtedness, Claim, Liability or other obligation of any Seller or any predecessor of any Seller whatsoever, whether related to the Business or the Acquired Assets and whether disclosed on the Schedules hereto, regardless of when or by whom asserted

(other than the Assumed Obligations), including, but not limited to the following (collectively, the "Excluded Liabilities"):

(i) all obligations, Claims, or Liabilities of Sellers or any predecessor of any Seller that relate to any of the Excluded Assets (including under any Contracts related thereto) or Excluded Contracts;

(ii) except as expressly set forth in Section 2.2(a)(v), any amounts due or which may become due or owing under the Assumed Executory Contracts with respect to the period prior to Closing;

(iii) the Excluded Environmental Liabilities (regardless of whether such Liabilities are technically Liabilities of any Seller);

(iv) except as expressly set forth in Section 2.2(a)(iv), all obligations, Claims, or Liabilities of Sellers or any predecessor of any Seller or for which Sellers or any predecessor or Affiliate of any Seller could be liable relating to Taxes attributable to any Pre-Closing Tax Period due and payable at or prior to the Closing (including with respect to the Acquired Assets or otherwise) including any Taxes that will arise as a result of the sale of the Acquired Assets or the assumption of the Assumed Obligations pursuant to this Agreement and any deferred Taxes of any nature;

(v) all obligations, Claims, or Liabilities for any legal, accounting, investment banking, brokerage or similar fees or expenses incurred by any Seller or any predecessor of any Seller in connection with, resulting from or attributable to the transactions contemplated by this Agreement or otherwise;

(vi) all Indebtedness of any Seller or any predecessor of any Seller;

(vii) all obligations and Liabilities of Sellers related to the right to or issuance of any capital stock or other equity interest of any Seller or any predecessor of any Seller, including any stock options or warrants;

(viii) all obligations and Liabilities of Sellers or any predecessor of any Seller resulting from, caused by or arising out of, or which relate to, directly or indirectly, the conduct of Sellers or ownership or lease of any properties or assets or any properties or assets previously used by Sellers or any predecessor of any Seller, or other actions, omissions, including any amounts due or which may become due or owing under the Assumed Leases or the Assumed Contracts with respect to the period prior to Closing (including Cure Payments payable in accordance with the terms of this Agreement), whether known or unknown on the date hereof;

(ix) all obligations and Liabilities of Sellers or any predecessor of any Seller resulting from, caused by or arising out of, or which relate to, directly or indirectly, the conduct of Sellers or any predecessor of any Seller anywhere or ownership or lease of any properties or assets or any properties or assets previously used by Sellers or any predecessor of any Seller at any time, or other actions, omissions or events occurring prior to the Closing and which (i) constitute, may constitute or are alleged to constitute a tort, breach of contract or violation of any rule, Regulation, treaty or other similar authority or (ii) relate to any and all

Claims, disputes, demands, actions, Liabilities, damages, suits in equity or at law, administrative, regulatory or quasi-judicial proceedings, accounts, costs, expenses, setoffs, contributions, attorneys' fees and/or causes of action of whatever kind or character ("Proceeding") against Sellers or any predecessor of any Seller, whether past, present, future, known or unknown, liquidated or unliquidated, accrued or unaccrued, pending or threatened;

(x) any obligation or Liability arising out of any Proceeding commenced against Sellers or any predecessor of any Seller after the Closing and arising out of, or relating to, any occurrence or event happening prior to, on or after the Closing;

(xi) all obligations, Claims or Liabilities (whether known or unknown) with respect to the employees or former employees, or both (or their representatives) of Sellers or any predecessor of any Seller arising prior to the Closing Date, including payroll, vacation, sick leave, worker's compensation, unemployment benefits, pension benefits, employee stock option or profit sharing plans, health care plans or benefits (including COBRA), or any other employee plans or benefits or other compensation of any kind to any employee, and obligations of any kind including any Liability pursuant to the WARN Act for any action or inaction prior to the Closing;

(xii) any obligation or Liability arising under any Employee Benefit Plan or any other employee benefit plan, policy, program, agreement or arrangement at any time maintained, sponsored or contributed to by Sellers or any predecessor of any Seller or any ERISA Affiliate, or with respect to which Sellers or any predecessor of any Seller or any ERISA Affiliate has any Liability;

(xiii) all accounts payable of Sellers or any predecessor of any Seller arising prior to the Closing;

(xiv) any obligation or Liability arising out of or relating to services and/or products of Sellers or any predecessor of any Seller to the extent provided, developed, made or marketed, sold and/or distributed prior to the Closing;

(xv) any obligation or Liability under any Assumed Executory Contract which arises after the Closing but which arises out of or relates to any breach that occurred prior to the Closing;

(xvi) any obligation or Liability under any contract, agreement, lease, mortgage, indenture or other instrument of Sellers or any predecessor of any Seller not assumed by Purchaser hereunder;

(xvii) any obligation or Liability under any employment, collective bargaining, severance, retention or termination agreement with any employee, consultant or contractor (or their representatives) of Sellers or any predecessor of any Seller other than the Collective Bargaining Agreement if it is an Assumed Executory Contract;

(xviii) any obligation or Liability arising out of or relating to any grievance by current or former employees of Sellers or any predecessor of any Seller, whether or not the affected employees are hired by Purchaser;

(xix) any obligation or Liability of Sellers or any predecessor of any Seller to any shareholder or Affiliate of any Seller;

(xx) any obligation or Liability to indemnify, reimburse or advance amounts to any officer, director, employee or agent of Sellers or any predecessor of any Seller;

(xxi) any obligation or Liability to distribute to any Seller's shareholders or otherwise apply all or any part of the consideration received hereunder;

(xxii) any obligation or Liability arising out of or resulting from non-compliance or alleged non-compliance with any law, ordinance, Regulation or treaty by Sellers or any predecessor of any Seller;

(xxiii) any obligation or Liability for infringement or misappropriation of any Intellectual Property arising out of or relating to any conduct of any Seller or any predecessor of any Seller or operation of the Business on or before the Closing;

(xxiv) any obligation or Liability of Sellers under this Agreement or any other document executed in connection herewith;

(xxv) any obligation or Liability of Sellers or any predecessor of any Seller based upon such Person's acts or omissions occurring after the Closing;

(xxvi) the Liabilities specifically identified and described on Schedule 2.4(a)(xxvi); and

(xxvii) any other Liabilities of Sellers not expressly assumed by Purchaser pursuant to Section 2.2 above.

(b) The parties acknowledge and agree that disclosure of any obligation or Liability on any Schedule to this Agreement shall not create an Assumed Obligation or other Liability of Purchaser, except where such disclosed obligation has been expressly assumed by Purchaser as an Assumed Obligation in accordance with the provisions of Section 2.2 hereof.

2.5 Deemed Consents and Cure Payments. For all purposes of this Agreement (including all representations and warranties of Sellers contained herein), Sellers shall be deemed to have obtained all required consents in respect of the assignment of any Assumed Executory Contract if, and to the extent that, pursuant to the Sale Order or other Bankruptcy Court Order, Sellers are authorized to assume and assign Assumed Executory Contracts to Purchaser pursuant to Section 365 of the Bankruptcy Code and any applicable Cure Payments have been satisfied by Purchaser, on behalf of Sellers, as provided herein.

2.6 Obligations in Respect of Required Consents. To the extent that any Assumed Executory Contract is subject to a cure pursuant to Section 365 of the Bankruptcy Code, Purchaser shall pay, on behalf of Sellers, the amount of the Cure Payments set forth on Schedule 4.15. If a Cure Payment is not set forth on Schedule 4.15, or if any Assumed Executory Contract is subject to a cure in excess of the amount set forth next to such Assumed Executory Contract on Schedule 4.15, Sellers shall pay the amount of such Cure Payment or the excess of such Cure

Payment over the amount set forth on Schedule 4.15 and shall fully indemnify for and hold Purchaser harmless from any costs, expenses or other Liabilities resulting from such cure obligations. With respect to Contracts added to Schedule 2.1(a)(v) after the date hereof pursuant to Section 2.1(c), (x) to the extent such Contract significantly relates to the Business, Purchaser shall pay such Cure Payments and deduct the amount of such Cure Payments relating thereto from the Purchase Price, and (y) to the extent such Contract does not significantly relate to the Business, Purchaser shall be solely responsible for all Cure Payments related thereto, and such Cure Payments shall not be deducted from the Purchase Price. In the event that Sellers fail to pay such amount(s), Purchaser may pay such amount(s) (on behalf of Sellers) and offset such amount(s) against any amount(s) Purchaser may owe Sellers. Sellers hereby agree and acknowledge that the foregoing provision is in addition to, and not in derogation of, any statutory or other remedy that Purchaser may have against Sellers.

2.7 Post-Closing Assignment of Contracts. With respect to any Contract which is not set forth on Schedule 2.1(a)(v), Schedule 2.1(a)(x), Schedule 2.2(a)(vi) and Schedule 2.3(e) attached hereto and provided such Contract has not been rejected by Sellers pursuant to Section 365 of the Bankruptcy Code, upon written notice(s) from Purchaser, as soon as practicable, Sellers shall take all actions reasonably necessary to assume and assign to Purchaser pursuant to Section 365 of the Bankruptcy Code any Contract(s) set forth in Purchaser's notice(s); provided, that to the extent set forth on Schedule 4.15, any applicable Cure Payment shall be satisfied by Purchaser. Sellers agree and acknowledge that (i) they shall provide Purchaser with reasonable advance notice of any motion(s) to reject any Contract and (ii) the covenant set forth in this Section 2.7 shall survive the Closing. Notwithstanding anything in this Agreement to the contrary, on the date any Contract is assumed and assigned to Purchaser pursuant to this Section 2.7, such Contract shall be deemed an Assumed Executory Contract and deemed scheduled on Schedule 2.1(a)(v), Schedule 2.2(a)(vi) and Schedule 2.3(e), as the case may be, under the appropriate heading for all purposes under this Agreement.

**ARTICLE III
BASIC TRANSACTION**

3.1 Payment of Purchase Price.

(a) The aggregate purchase price for the acquired assets payable at the Closing (the "Closing Purchase Price") shall be equal to (i) (A) an amount equal to Eleven Million Dollars (\$11,000,000) minus (B) the amount of any Cure Payments made by Purchaser on behalf of Sellers pursuant to Section 2.6 (whether listed on Schedule 4.15 or otherwise), as estimated in good faith by Purchaser not less than one (1) day prior to the Closing minus (C) the Proration Items attributable to Sellers as determined under Section 6.9(b), as estimated in good faith by Purchaser and ParentCo not less than one (1) day prior to the Closing; provided, however, if Purchaser and ParentCo cannot agree on an estimate of the Proration Items, Purchaser's estimate shall be used minus (D) the Closing Net Assets Shortfall, if any, as estimated in good faith by Purchaser and ParentCo not less than one (1) day prior to the Closing; provided, however, if Purchaser and ParentCo cannot agree on an estimate of Closing Net Assets, Purchaser's estimate shall be used plus (E) the Closing Net Assets Surplus, if any, as estimated in good faith by Purchaser and ParentCo not less than one (1) day prior to the Closing; provided, however, if Purchaser and ParentCo cannot agree on an estimate of Closing Net Assets, Purchaser's estimate shall be used (the amount in this subsection (i), the "Cash Portion of the Closing Purchase Price"), and (ii) the assumption of the Assumed Obligations. At the Closing, Purchaser shall be assigned the Acquired Assets and Assumed Obligations, and the Cash Portion of the Closing Purchase Price shall be paid by Purchaser by reduction of the principal amount of Sellers' outstanding obligations under the DIP Financing Agreement by the amount of the Closing Purchase Price. To the extent the Cash Portion of the Closing Purchase Price exceeds the principal amount of Sellers' outstanding obligations under the DIP Financing Agreement, the Purchaser shall pay such excess amount in cash. Sellers and Purchaser shall take all reasonable actions to evidence such adjustment to the principal amount of Sellers' outstanding obligations under the DIP Financing Agreement.

(b) Within sixty (60) days following the Closing Date, Purchaser shall deliver to ParentCo a schedule setting forth the Closing Net Assets (in its final and binding form, the "Closing Balance Sheet") and a certificate setting forth Purchaser's determination of the Cure Payments, the Proration Items, the Closing Net Assets and the resulting Closing Net Assets Shortfall and Closing Net Assets Surplus (in its final and binding form, together with the Closing Balance Sheet, the "Purchase Price Calculation"). The Closing Balance Sheet shall include all known adjustments required in a year-end closing of the books and shall be prepared in a manner consistent with GAAP. Sellers shall cooperate as reasonably requested in connection with the preparation of the Purchase Price Calculation. During the twenty (20)-day period immediately following ParentCo's receipt of the Purchase Price Calculation, ParentCo shall be permitted to review Purchaser's books and records related to the preparation of the Purchase Price Calculation. The Purchase Price Calculation shall become final and binding upon the parties twenty (20) days following ParentCo's receipt thereof unless ParentCo gives written notice of its disagreement (a "Notice of Disagreement") to Purchaser prior to such date. Any Notice of Disagreement shall specify in reasonable detail the nature and dollar amount of any disagreement so asserted and shall be delivered only if (and to the extent that) ParentCo reasonably and in good faith determines that the Purchase Price Calculation delivered by Purchaser has not been

determined in accordance with the guidelines and procedures set forth in this Agreement. If a timely Notice of Disagreement is received by Purchaser, then the Purchase Price Calculation (as revised in accordance with clause (x) or (y) below) shall become final and binding upon the parties on the earliest of (x) the date the parties resolve in writing any differences they have with respect to the matters specified in the Notice of Disagreement or (y) the date all matters in dispute are finally resolved in writing by the Valuation Firm. During the twenty (20) days following delivery of a Notice of Disagreement, the parties shall seek in good faith to resolve in writing any differences which they have with respect to the matters specified in the Notice of Disagreement. Following delivery of a Notice of Disagreement, Purchaser and its agents and representatives shall be permitted to review ParentCo's and its representatives' working papers relating to the Notice of Disagreement. At the end of the twenty (20)-day period referred to above, the parties shall submit to the Valuation Firm for review and resolution of all matters (but only such matters) that remain in dispute and that were properly included in the Notice of Disagreement. The parties shall instruct the Valuation Firm to make a final determination (the "Final Determination") of the Cure Payments, the Proration Items and the Closing Net Assets and the resulting Closing Net Assets Shortfall and Closing Net Assets Surplus, to the extent such amounts are in dispute, in accordance with the guidelines and procedures set forth in this Agreement. The parties will cooperate with the Valuation Firm during the term of its engagement. The parties shall instruct the Valuation Firm to not assign a value to any item in dispute greater than the greatest value for such item assigned by Purchaser, on the one hand, or ParentCo, on the other hand, or less than the smallest value for such item assigned by Purchaser, on the one hand, or ParentCo, on the other hand. The parties shall also instruct the Valuation Firm to make the Final Determination based solely on presentations by Purchaser and Sellers which are in accordance with the guidelines and procedures set forth in this Agreement (i.e., not on the basis of an independent review). The Purchase Price Calculation and the determination of the Cure Payments, the Proration Items, the Closing Net Assets, the Closing Net Assets Shortfall and the Closing Net Assets Surplus shall become final and binding on the parties on the date the Valuation Firm delivers the Final Determination in writing to the parties (which shall be requested by the parties to be delivered not more than forty-five (45) days following submission of such disputed matters). The fees and expenses of the Valuation Firm shall be allocated to the parties as determined (and set forth in the Final Determination) by the Valuation Firm based upon the relative success (in terms of percentages) of each party's claim. For example, if the Final Determination reflects a 60-40 compromise of the parties' claims, the Valuation Firm would allocate expenses 40% to the party whose claim was determined to be 60% successful and 60% to the party whose claim was determined to be 40% successful.

(c) Promptly after the Purchase Price Calculation and the determination of the Cure Payments, the Proration Items, the Closing Net Assets, the Closing Net Assets Shortfall and the Closing Net Assets Surplus become final and binding on the parties under Section 3.1(b) above, the parties shall calculate the Cash Portion of the Purchase Price (as hereinafter defined). For purposes of this Agreement, the "Cash Portion of the Purchase Price" shall be equal to (i) (A) an amount equal to Eleven Million Dollars (\$11,000,000) minus (B) the amount of any Cure Payments made by Purchaser on behalf of Sellers pursuant to Section 2.6, as finally determined pursuant to Section 3.1(b) above, minus (C) the Closing Net Assets Shortfall, if any, as finally determined pursuant to Section 3.1(b) above plus (D) the Closing Net Assets Surplus, if any, as finally determined pursuant to Section 3.1(b) above.

(d) If the Cash Portion of the Purchase Price is greater than the Cash Portion of the Closing Purchase Price by more than Two Hundred Fifty Thousand Dollars (\$250,000), then the amount by which the Cash Portion of the Purchase Price exceeds the Cash Portion of the Closing Purchase Price shall be paid by Purchaser by decreasing the principal amount of Sellers' outstanding obligations under the DIP Financing Agreement by the amount of such difference, together with interest thereon at a rate per annum equal to the Applicable Rate, calculated on the basis of the actual number of days elapsed divided by 360, from the Closing Date to the date of the final determination of the Cash Portion of the Purchase Price; provided, that to the extent such difference exceeds Sellers' outstanding obligations under the DIP Financing Agreement, Purchaser shall pay such excess amount to Sellers in cash. If the Cash Portion of the Closing Purchase Price is greater than the Cash Portion of the Purchase Price by more than Two Hundred Fifty Thousand Dollars (\$250,000), then the amount by which the Cash Portion of the Closing Purchase Price exceeds the Cash Portion of the Purchase Price shall be paid by Seller by increasing the principal amount of Sellers' outstanding obligations under the DIP Financing Agreement by the amount of such difference, together with interest thereon at a rate per annum equal to the Applicable Rate, calculated on the basis of the actual number of days elapsed divided by 360, from the Closing Date to the date of the final determination of the Cash Portion of the Purchase Price; provided, that if the DIP Financing Agreement has been terminated prior to such date, then Sellers, jointly and severally, shall pay such amount in cash. Sellers and Purchaser shall take all reasonable actions to evidence such any adjustment to the principal amount of Sellers' outstanding obligations under the DIP Financing Agreement pursuant to this Section 3.1(d).

(e) Payments made pursuant to this Section 3.1 (including reductions or increases to the principal amount of Sellers' outstanding obligations under the DIP Financing Agreement) shall be allocated among the assets purchased in accordance with Section 12.10.

(f) For purposes of this Agreement, the "Purchase Price" shall mean (i) the Cash Portion of the Purchase Price and (ii) the assumption of the Assumed Obligations.

3.2 Further Assurances. From time to time after the Closing and without further consideration, (i) upon the request of Purchaser, Sellers shall execute and deliver such documents and instruments of conveyance and transfer as Purchaser may reasonably request in order to consummate more effectively the purchase and sale of the Acquired Assets as contemplated hereby and to vest in Purchaser title to the Acquired Assets transferred hereunder, or to otherwise more fully consummate the transactions contemplated by this Agreement, and (ii) Purchaser, upon the request of Sellers, shall execute and deliver such documents and instruments of contract or lease assumption as Sellers may reasonably request in order to confirm Purchaser's Liability for the obligations specifically assumed hereunder or otherwise to more fully consummate the transactions contemplated by this Agreement.

ARTICLE IV REPRESENTATIONS AND WARRANTIES OF SELLERS

4.1 Sellers' Representations and Warranties. Sellers jointly and severally represent and warrant to Purchaser that the statements contained in this Article IV are correct and complete as of the date of this Agreement, except as expressly set forth in the Schedules delivered by

Sellers to Purchaser on the date hereof. The information disclosed in any numbered part of the Schedules shall be deemed to relate to and to qualify only the particular representation or warranty set forth in the corresponding numbered section in this Agreement and any other representation or warranty to the extent the applicability of such disclosure to such other representation and warranty is reasonably apparent on its face. Nothing in the Schedules shall be deemed adequate to disclose an exception to a representation or warranty made herein, however, unless the Schedule identifies the exception with reasonable particularity and describes the relevant facts in reasonable detail. The mere listing (or inclusion of a copy) of a document or other item shall not be deemed adequate to disclose an exception to a representation or warranty made herein (unless the representation or warranty has to do with the existence of the document or other item itself).

4.2 Validity of Agreement. Subject to any necessary authorization from the Bankruptcy Court, each Seller has full power and authority to execute and deliver the Transaction Documents to which it is a party and to consummate the transactions contemplated hereby and thereby. The board of directors (or similar governing body) of each Seller has duly approved the Transaction Documents to which such Person is a party and has duly authorized the execution and delivery of such Transaction Documents and the consummation of the transactions contemplated thereby. No other corporate or organizational proceedings on the part of any Seller are necessary to approve and authorize the execution and delivery of the Transaction Documents to which such Person is a party and the consummation of the transactions contemplated thereby. All Transaction Documents to which any Seller is a party have been duly executed and delivered by such Person, except such Transaction Documents that are required by the terms hereof to be executed and delivered by such Person after the date hereof, in which case such Transaction Documents will be duly executed and delivered by such Person at or prior to the Closing, and, subject to any necessary authorization from the Bankruptcy Court, all Transaction Documents constitute, or will constitute, as the case may be, the valid and binding agreements of Sellers, enforceable against Sellers in accordance with their terms.

4.3 Organization, Standing and Power. Each of Fluid Routing Solutions Intermediate Holding Corp., Fluid Routing Solutions, Inc. and Detroit Fuel, Inc. is a corporation validly existing and in good standing under the laws of the state of its incorporation and, except where the failure to obtain such qualification could not reasonably be expected to have a Material Adverse Effect, is qualified to do business in every jurisdiction in which it is required to be qualified. Fluid Routing Solutions Automotive, LLC is a limited liability company validly existing and in good standing under the laws of the state of its organization and, except where the failure to obtain such qualification could not reasonably be expected to have a Material Adverse Effect, is qualified to do business in every jurisdiction in which it is required to be qualified. All jurisdictions in which each Seller is qualified to do business are set forth on Schedule 4.3 attached hereto. Each Seller has full power and authority and all material licenses, Permits and authorizations necessary to own and operate its properties and to carry on the Business as now conducted by it. No Seller is in default under or in violation of any provision of its articles of incorporation or by-laws. Subject to any necessary authorization from the Bankruptcy Court, each Seller has all requisite corporate power and authority to own, lease and operate its properties, to carry on the Business as now being conducted and to execute and deliver this Agreement and all agreements, instruments and other documents referred to herein, and, subject to the entry of the Sale Order, to perform its obligations hereunder and thereunder.

4.4 No Conflicts or Violations. Except as set forth on Schedule 4.4 attached hereto, and to the extent any of the foregoing is not enforceable due to operation of the Sale Order, the execution, delivery and performance of the Transaction Documents and the consummation of the transactions contemplated thereby by Sellers do not and shall not (i) conflict with or result in any breach of any of the terms, conditions or provisions of, (ii) constitute a default under, (iii) result in a violation of, (iv) give any Third Party the right to modify, terminate or accelerate any obligation under, (v) result in the creation of any Lien upon the Acquired Assets or (vi) require any authorization, consent, approval, exemption or other action by or notice or declaration to, or filing with, any court or administrative or other Governmental Authority, under the provisions of the articles of incorporation, by-laws or other constitutive documents of any Seller or any material indenture, mortgage, lease, loan agreement or other material agreement or instrument to which any Seller is bound or affected, or any law, statute, rule or Regulation to which any Seller is subject or any Order to which any Seller is subject.

4.5 Financial Statements and Related Matters. Set forth on Schedule 4.5 attached hereto are income statements and balance sheets for each of the Ocala, Lexington, Big Rapids and Big Rapids service center Facilities for the fiscal year ended December 31, 2008 and the month ended January 31, 2009 (collectively, the "Financial Statements"). To Sellers' Knowledge, the Financial Statements fairly present, in all material respects, the financial position of the Business as of the respective dates thereof and the results of the operations of the Business and changes in financial position for the respective periods covered thereby.

4.6 Title to Assets; Assets Necessary to Business.

(a) Except as set forth on Schedule 4.6(a) attached hereto, Sellers have good and marketable title to, or a valid leasehold interest in, the Acquired Assets.

(b) Except as described on Schedule 4.6(b) attached hereto, the Acquired Assets are in as good operating condition and repair (ordinary wear and tear excepted) and as fit for use in the Ordinary Course of Business as they were on December 31, 2008.

(c) Except as set forth in Schedule 4.6(c), to Sellers' Knowledge, the Acquired Assets, are sufficient for the continued operation of the Business after the Closing in substantially the same manner as conducted prior to the Closing in all material respects.

(d) Subject to Bankruptcy Court approval, Sellers have the power and the right to sell, assign and transfer and Sellers will sell and deliver to Purchaser, and upon consummation of the transactions contemplated by this Agreement, Purchaser will acquire good and marketable title to the Acquired Assets, free and clear of all Liens other than Permitted Liens.

(e) This Agreement and the documents contemplated hereby, when duly executed and delivered by Sellers to Purchaser at the Closing, will effectively vest in Purchaser good and marketable title to the Acquired Assets, subject only to the Assumed Obligations and Permitted Liens.

4.7 Employee Benefit Plans.

(a) Schedule 4.7(a) attached hereto, sets forth a complete and accurate list of each Benefit Plan maintained, contributed to or which is maintained by Sellers or any other Person for the benefit of any of Sellers' employees or under which Sellers have any Liability or potential Liability to any employee or former employee (each an "Employee Benefit Plan" and collectively the "Employee Benefit Plans"). Sellers have made available to Purchaser true and correct copies, if applicable, of each Employee Benefit Plan. The Employee Benefit Plans are in compliance with all applicable requirements of ERISA, the Code, and other applicable laws and have been maintained and administered in all material respects in accordance with their terms, such laws and the requirements of any applicable collective bargaining agreement. Each Employee Benefit Plan which is intended to be qualified within the meaning of Section 401 of the Code has received a favorable determination or opinion letter as to its qualification, and nothing has occurred that would cause the loss of such favorable determination. With respect to each Assumed Plan, Sellers have provided to Purchaser (i) the most recent favorable determination letter issued by the Internal Revenue Service; (ii) the most recently filed Form 5500 (including attachments); and (iii) the most recent actuarial report and financial statement.

(b) No Employee Benefit Plan is a "multiemployer plan" (as defined in Section 4001(a)(3) of ERISA) and no Seller nor any ERISA Affiliate has sponsored or contributed to or has any Liability or potential Liability to any multiemployer plan. Except as set forth on Schedule 4.7(b), no Employee Benefit Plan is an "employee benefit plan" (as such term is defined under Section 3(2) of ERISA) that is subject to Section 302 of ERISA or Section 412 of the Code (each such plan, a "Pension Plan"). With respect to each Pension Plan, no Seller nor any ERISA Affiliate has (i) failed to make timely any payment to a Pension Benefit Plan as required under Sections 412 and 430 through 436 of the Code and Part 3, Subtitle I, of Title I of ERISA each as in effect from time to time, or (ii) incurred an "accumulated funding deficiency" (whether or not waived) within the meaning of Section 412 of the Code.

(c) To the Knowledge of Sellers, no event or condition has occurred in connection with which any Seller or any of its ERISA Affiliates could be reasonably likely to be subject to any material Liability, fine, excise tax, or Lien with respect to any Employee Benefit Plan under ERISA, the Code or any other applicable law or under any agreement or arrangement pursuant to or under which any Seller or any of its ERISA Affiliates are required to indemnify any Person against such Liability or have any joint and several Liability. There are no pending or, to the Knowledge of Sellers, threatened claims, suits, audits or investigations related to any Employee Benefit Plan (other than routine claims for benefits).

(d) Sellers have complied with the health care continuation requirements of COBRA, and, except as set forth on Schedule 4.7(d), no Seller has any obligations under any Employee Benefit Plan, or otherwise, to provide post-employment health or life insurance benefits to current or former employees of Sellers or any predecessor of any Seller, or any other Person, except as specifically required under COBRA.

(e) With respect to each Employee Benefit Plan, all required or recommended (in accordance with past practices) payments, premiums, contributions, distributions, reimbursements or accruals for all periods (or partial periods) ending prior to or as of the Closing

Date shall have been made or properly accrued. None of the Assumed Plans has any material unfunded Liabilities.

4.8 Labor Matters. Except as set forth in Schedule 4.8 attached hereto:

(a) No Seller is a party to any collective bargaining agreement or has any relationship with any labor organization.

(b) There is no labor strike, slowdown, work stoppage or other material labor dispute relating to Sellers pending or, to the Knowledge of Sellers, threatened against any Seller;

(c) No union organizing or decertification efforts are underway or, to the Knowledge of Sellers, threatened, and no other question concerning representation exists.

(d) No Seller has received notice of any material employment-related charge or material complaint against any Seller before the Equal Employment Opportunity Commission, the Department of Labor, the National Labor Relations Board or any other Governmental Authority and no Seller has received any notice of any material threatened employment-related charge or complaint against any Seller any such Governmental Authority; and

(e) With respect to this transaction, any notice required under any law or collective bargaining agreement has been given, and all bargaining obligations with any employee representative have been, or prior to the Closing will be, satisfied. No Seller has implemented any plant closing or mass layoff of employees that could implicate the WARN Act or similar state, local or foreign laws or Regulations.

4.9 Personnel Matters. No Seller is in default with respect to any material obligation to any Rehired Employee or independent contract service providers of any Seller.

4.10 Litigation, Orders. Except as set forth on Schedule 4.10 attached hereto, there are no material actions, suits, complaints, charges, Proceedings, Orders, investigations or claims pending or, to the Knowledge of Sellers, threatened against or affecting any Seller at law or in equity, in the United States or elsewhere, or before or by any arbitrator or Governmental Authority (including any actions, suits, complaints, charges, Proceedings or investigations with respect to the transactions contemplated by this Agreement); nor have there been any such actions, suits, Proceedings, Orders, investigations or claims pending against or affecting any Seller during the past eighteen months; and no Seller is subject to any material grievance or arbitration Proceedings under collective bargaining agreements or otherwise or, to the Knowledge of Seller, any governmental investigations or material inquiries. No Seller is subject to any Order of any Governmental Authority (or settlement enforceable therein).

4.11 Subsidiaries and Affiliates. Except as set forth on Schedule 4.11, no Seller owns, of record or beneficially, any direct or indirect ownership interest in any Person (other than another Seller) or right (contingent or otherwise) to acquire any direct or indirect ownership interest in any Person (other than another Seller), nor is any Seller a member of (nor is any portion of the Business conducted through) any partnership or a participant in any joint venture or similar arrangement.

4.12 Real Property Assets.

(a) Schedule 4.12(a) attached hereto sets forth a list of all Owned Real Property, with all Acquired Owned Real Property marked with an asterisk (*). With respect to each Acquired Owned Real Property: (i) the applicable Seller has good and marketable indefeasible fee simple title free and clear of all encumbrances (except Permitted Liens and Liens that will be removed and stricken as against the Acquired Assets pursuant to the Sale Order), and (ii) there are no rights of occupancy, possession or acquisition of any Acquired Owned Real Property (other than the right of Purchaser pursuant to this Agreement), or any portion thereof or interest therein.

(b) With the exception of the proposed Sale Order, to the Knowledge of Sellers, there are no agreements, Orders, licenses, Permits, conditions or other directives, issued by a Governmental Authority which relate to the future use or require any change in the present use or operations of the Acquired Owned Real Property and the Assumed Leased Facilities.

(c) Schedule 4.12(c) attached hereto, except as otherwise expressly disclosed, sets forth the title and parties to, and date of, each of the Facility Leases, and the address of each Leased Facility and a true and complete list of all Facility Leases.

4.13 Taxes.

(a) Each Seller has filed all material Tax Returns that it was required to file. All such Tax Returns were correct and complete in all material respects. All material Taxes owed by any Seller (whether or not shown on any Tax Return) have been paid. No Seller is the beneficiary of any extension of time within which to file any Tax Return. With respect to each Seller, no claim has ever been made by a Governmental Authority in a jurisdiction where such Seller does not file Tax Returns that such Seller is or may be subject to taxation by that jurisdiction.

(b) Each Seller has withheld and paid all Taxes required to have been withheld and paid in connection with amounts paid or owing to any employee, independent contractor, creditor, stockholder, or other Third Party, and all Forms W-2 and 1099 (or any other applicable form) required with respect thereto have been properly completed and timely filed.

(c) There is no dispute or claim concerning any Tax Liability of any Seller claimed or raised by any authority in writing or, to the Knowledge of Sellers, orally.

(d) No Seller has waived any statute of limitations in respect of Taxes or agreed to any extension of time with respect to a Tax assessment or deficiency.

(e) None of the Assumed Obligations is an obligation to make a payment that will not be deductible under §280G of the Code. No Seller is a party to any Tax allocation or sharing agreement. No Seller (A) has been a member of an affiliated group filing a consolidated federal income Tax Return (other than a group the common parent of which was ParentCo) and (B) has any Liability for the Taxes of any Person (other than any Seller) under Reg. §1.1502-6 (or any similar provision of state, local, or foreign law), as a transferee or successor, by contract, or otherwise.

4.14 Compliance with Law. Except as set forth on Schedule 4.14, each Seller and, to the Knowledge of Sellers, each of their current and former officers, directors, partners, agents and employees has, in all material respects, complied with and are in material compliance with, and are not in default in any respect with, all applicable laws, Regulations, Orders and ordinances of any Governmental Authority and no claims have been filed against any Seller alleging a material violation of any such laws or Regulations, and no Seller has received notice of any such violations.

4.15 Cure Payments. Schedule 4.15 attached hereto sets forth all of the Cure Payments to be satisfied in order for Sellers to assume and assign Assumed Executory Contracts under Section 365 of the Bankruptcy Code.

4.16 Environmental Matters.

(a) Except as set forth on Schedule 4.16(a) attached hereto, Sellers, the Business, and the Acquired Assets have complied with and are in compliance in all material respects with all Environmental Permits and all Environmental Laws.

(b) Except as set forth on Schedule 4.16(b) attached hereto, Sellers have received no written Notice, report or other information regarding any unresolved material violations or Liabilities relating to any of them, the Acquired Assets, the Business or the Facilities arising under Environmental Laws.

(c) Except as set forth on Schedule 4.16(c) attached hereto, neither the Business nor any Seller nor any predecessor of any Seller has treated, stored, disposed of, arranged for or permitted the disposal of, transported, handled, or Released any Hazardous Substance, or owned or operated any property or facility contaminated by any Hazardous Substance in a manner that has given or would give rise to material Liabilities pursuant to Environmental Laws.

(d) Sellers have provided to Purchaser all material environmental audits, reports and other material environmental documents relating to the Acquired Assets, the Facilities and the current and former operations and facilities of the Business.

4.17 Intellectual Property.

(a) Schedule 4.17(a) attached hereto sets forth a complete and correct list of all of the following Acquired IP that is owned by any Seller:

- (i) patented or registered Intellectual Property and pending patent applications or other applications for registrations of Intellectual Property;
- (ii) material unregistered trademarks and service marks;
- (iii) trade names and Internet domain names;
- (iv) material software; and

(v) other material unregistered Intellectual Property (including a non-confidential description of trade secrets).

(b) The Acquired IP constitutes all of the Intellectual Property used in or necessary for the operation of the Business as presently conducted. Sellers (i) solely own and possess all right, title and interest in and to all of the Intellectual Property set forth on Schedule 4.17(a) attached hereto and (ii) solely own and possess all, right, title and interest in and to, or have a valid and enforceable license to use pursuant to a written license agreement set forth on Schedule 4.17(b) attached hereto or a license to standard off-the-shelf, unmodified, commercially available personal computer software that is provided in executable form only, all other Intellectual Property included in the Acquired IP. The Acquired IP is not subject to any Liens (other than Permitted Liens or Liens that will be removed and stricken as against the Acquired Assets pursuant to the Sale Order), and is not subject to any restrictions or limitations regarding use or disclosure other than pursuant to a written license agreement set forth on Schedule 4.17(b) attached hereto or a license to standard off-the-shelf, unmodified, commercially available personal computer software that is provided in executable form only.

(c) No Seller has infringed, misappropriated or otherwise conflicted with, and the operation of the Business has not infringed, misappropriated or otherwise conflicted with, and, as presently conducted and, prior to the Closing, will not infringe, misappropriate or otherwise conflict with, any Intellectual Property of any Third Party. No Seller has received any notices regarding any of the foregoing (including any demands or offers to license any Intellectual Property from any Third Party). To the Knowledge of Sellers, no Third Party has infringed, misappropriated or otherwise conflicted with any of the Acquired IP.

(d) No claim by any Third Party contesting the validity, enforceability, use or ownership of any of the Acquired IP has been made, is currently outstanding or, to the Knowledge of Sellers, threatened.

4.18 Insurance. Schedule 4.18 attached hereto lists and describes all material policies of insurance owned, held, or maintained by or for the benefit of Sellers or insuring the Acquired Assets.

4.19 Contracts.

(a) Except as disclosed on Schedule 4.19(a) attached hereto, (i) to the Knowledge of Sellers, no material contract of the Business has been breached or canceled by the other party, (ii) except for defaults that will be cured through the Cure Payments listed on Schedule 4.15 attached hereto or arising solely as a consequence of the commencement of the Chapter 11 Cases, neither any Seller nor any other party thereto is in default or breach in any material respect under the terms of any material contract of the Business and, to the Knowledge of Sellers, no event or circumstance has occurred that, with notice or lapse of time or both, would constitute a default or breach thereunder, and (iii) no Sellers has assigned, delegated or otherwise transferred to any Person any of its rights, title or interest under any material contract of the Business.

(b) Except as disclosed on Schedule 4.19(b) attached hereto, there are no Shared Contracts.

4.20 Brokers. Except as set forth on Schedule 4.20 attached hereto, no Seller has incurred any Liability to any broker, finder or agent with respect to the payment of any commission regarding the consummation of the transactions contemplated hereby.

ARTICLE V REPRESENTATIONS AND WARRANTIES OF PURCHASER

Purchaser represents and warrants to Sellers as follows:

5.1 Organization. Purchaser is a corporation validly existing and in good standing under the laws of the State of Delaware and has the full power and authority to execute, deliver and perform this Agreement and to consummate all transactions contemplated hereby.

5.2 Authority. The execution, delivery and performance by Purchaser of this Agreement and the consummation of the transactions contemplated hereby have been duly authorized by all necessary action on the part of Purchaser and do not and will not violate any provisions of its organizational documents, any applicable Regulation or any contract or Order binding upon it. This Agreement constitutes a valid and binding agreement of Purchaser, enforceable against Purchaser in accordance with its terms, subject to applicable bankruptcy, reorganization, insolvency, moratorium and other laws affecting creditors' rights generally from time to time in effect, and to general equitable principles.

5.3 Consents. The execution, delivery and performance of the Transaction Documents and the consummation of the transactions contemplated thereby by Purchaser do not and shall not (a) conflict with or result in any breach of any of the terms, conditions or provisions of, (b) constitute a default under, (c) result in a violation of, (d) give any Third Party the right to modify, terminate or accelerate any obligation under, or (e) require any authorization, consent, approval, exemption or other action by or notice or declaration to, or filing with, any court or administrative or other Governmental Authority, under any material agreement or instrument to which Purchaser is bound or affected, or any law, statute, rule or Regulation to which Purchaser is subject or any Order to which Purchaser is subject, in each case, in a manner that materially restricts Purchaser's ability to consummate the transactions contemplated by this Agreement.

5.4 Brokers. Purchaser has incurred no Liability to any broker, finder or agent with respect to the payment of any commission regarding the consummation of the transactions contemplated hereby.

5.5 Due Diligence. Purchaser is an informed and sophisticated purchaser (either alone or together with its advisors) and is experienced in the evaluation and purchase of businesses such as Sellers' Business. Purchaser (either alone or together with its advisors) has sufficient knowledge and experience in financial and business matters so as to be capable of evaluating the risks and merits of its purchase of the Acquired Assets. In making the decision to enter into this Agreement and consummate the transactions contemplated hereby, Purchaser has relied on its own independent investigation of Sellers and the Acquired Assets as of this date and upon the representations and warranties and covenants set forth in the Transaction Documents.

ARTICLE VI
COVENANTS OF SELLERS; OTHER AGREEMENTS

6.1 Consents and Approvals.

(a) Sellers shall, at their sole cost and expense, use commercially reasonable efforts (i) to obtain all necessary consents and approvals, as reasonably requested by Purchaser, to consummate the purchase and sale of the Acquired Assets and the assignment of the Assumed Obligations, together with any other necessary consents and approvals (including all Environmental Permits) to consummate the transactions contemplated hereby, including obtaining the Bidding Procedures Order and Sale Order, (ii) to make, as reasonably requested by Purchaser, all filings, applications, statements and reports to all authorities that are required to be made prior to the Closing Date by or on behalf of Sellers or any of their Affiliates pursuant to any applicable Regulation in connection with this Agreement and the transactions contemplated hereby and (iii) to obtain, as requested by Purchaser, all required consents and approvals (if any) necessary to assign and transfer Sellers' Permits (including all Environmental Permits) to Purchaser at Closing and, to the extent that one or more of Sellers' Permits (including all Environmental Permits) are not transferable, to assist Purchaser in obtaining replacements therefor. In the event that certain of Sellers' Permits, or any Contract or other license or agreement necessary for the operation of the Business, are not transferable or replacements therefor are not obtainable on or before the Closing, but such Permits, Contracts or other licenses or agreements are transferable or obtainable after the Closing, for a period not to exceed twelve (12) months, Sellers shall continue to use such commercially reasonable efforts in cooperation with Purchaser after the Closing as may be required to obtain all required consents and approvals to transfer, or obtain replacements for, such Permits, Contracts or other licenses or agreements after Closing and shall do all things necessary to give Purchaser the benefits that would be obtained under such Permits, Contracts or other licenses or agreements, in each case at Sellers' sole cost and expense.

(b) Each of the parties shall file any notifications required to be filed with, and use reasonable best efforts to obtain any other authorizations, consents and approvals of, any Governmental Authority in connection with the matters contemplated by this Agreement.

6.2 Access to Information and Facilities.

(a) Sellers agree that, prior to the Closing Date, Purchaser and their respective representatives shall, upon reasonable notice and so long as such access does not unreasonably interfere with the business operations of any Seller, have reasonable access during normal business hours to all Facilities and shall be entitled to make such reasonable investigation of the properties, businesses and operations of Sellers (including any environmental audits and investigations or to conduct a physical inventory of the Inventory) and such examination of the Books and Records and financial condition of Sellers as it reasonably requests and to make extracts and copies to the extent necessary of the Books and Records; and provided further that no investigation pursuant to this Section 6.2(a) shall affect any representations or warranties made herein or the conditions to the obligations of the respective parties to consummate the transactions contemplated by this Agreement.

(b) Sellers shall deliver to Purchaser copies of Sellers' interim balance sheet and income statements for the Big Rapids, Big Rapids service center, Lexington and Ocala Facilities as soon as reasonably practicable (and in any event within fifteen (15) days) following the end of each monthly accounting period during the period between the date of this Agreement and the Closing Date.

6.3 Conduct of the Business Pending the Closing. Except as otherwise expressly contemplated by this Agreement or with the prior written consent of Purchaser or except as described on Schedule 6.3 attached hereto, from the date hereof until the Closing Date, Sellers shall (i) conduct the Business in the Ordinary Course of Business (including with respect to the payment of accounts payable of Sellers), (ii) use commercially reasonable efforts to preserve intact the Business, to keep available the services of its current employees and agents and to maintain its relations and goodwill with its suppliers, customers, distributors and any others with whom or with which it has business relations, (iii) to maintain appropriate levels of Inventory and (iv) not take any action inconsistent with this Agreement or with the consummation of the Closing. Without limiting the generality of the foregoing except as otherwise expressly contemplated by this Agreement or with the prior written consent of Purchaser or except as described on Schedule 6.3 attached hereto, from the date hereof until the Closing Date, each Seller shall:

(a) not sell, assign, transfer, convey, pledge, mortgage, lease, license or otherwise dispose of or encumber any of the Acquired Assets, or any interests therein, other than in the Ordinary Course of Business;

(b) not make any material change in its methods of management, marketing, accounting or operating (or practices relating to payments);

(c) report periodically to Purchaser concerning the status of the Business, the Acquired Assets and its operations and finances;

(d) not take any action which is inconsistent with its obligations under this Agreement;

(e) maintain the Acquired Assets in good operating condition and repair, subject to ordinary wear and tear;

(f) continue all existing policies of insurance (or comparable insurance) of or for the benefit of Sellers in full force and effect and at least at such levels as are in effect on the date hereof, up to and including the Closing (and not cancel any such insurance or take, or fail to take, any action that would enable the insurers under such policies to avoid Liability for claims arising out of occurrences prior to the Closing);

(g) not enter into any transaction or make or enter into any contract or commitment or amend or terminate any Contract which is not in the Ordinary Course of Business, consistent with past practice;

(h) not terminate or reject (whether pursuant to Section 365 of the Bankruptcy Code or otherwise) any Contract;

(i) not grant any increase in the compensation payable or to become payable to any employee of Sellers (including retention or stay bonus arrangements), except such increases as are required by contract and not contribute or make any commitment to, or representation that it shall, contribute any amounts to any Employee Benefit Plan of Sellers, or otherwise alter any such Employee Benefit Plan of Sellers or the funding thereof except as required by law or by the terms of any such plan as in effect on the date of this Agreement;

(j) maintain the Books and Records in the usual, regular and ordinary manner and consistent with past practice;

(k) maintain compliance with all laws, rules and Regulations of all Governmental Authorities that relate to Sellers, the Business or the Acquired Assets;

(l) not implement any employee layoffs that could implicate the WARN Act;

(m) apply or continue prosecution of applications already submitted for any Environmental Permits for the continued operation of the Business (as it is currently being operated) up to and after Closing;

(n) not incur any Liability with respect to the Business, except in the Ordinary Course of Business and consistent with past practice;

(o) not sell, assign, license, transfer, subject to any Lien (other than Permitted Liens) or otherwise dispose of, abandon or permit to lapse, or fail to maintain or protect any Acquired IP or disclose any confidential information related to the Business (other than pursuant to agreements requiring the disclosure to maintain the confidentiality of and preserving all its rights in such confidential information);

(p) not terminate, discontinue, close or dispose of any plant, Leased Facility or business operation of Sellers;

(q) not amend or modify their articles of incorporation, bylaws or constitutive documents in a manner that would impact the Sellers' ability to consummate the transactions contemplated by this Agreement;

(r) not make or change any election, change an annual accounting period, adopt or change any accounting method, file any amended Tax Return, enter into any closing agreement, settle any Tax claim or assessment, surrender any right to claim a refund of Taxes, consent to any extension or waiver of the limitation period applicable to any Tax claim or assessment, or take any other similar action relating to the filing of any Tax Return or the payment of any Tax;

(s) not change its cash management practices in any material respect; or

(t) not (i) take or agree or commit to take any action that would make any representation and warranty of Sellers hereunder inaccurate in any material respect at, or as of any time prior to, the Closing Date or (ii) omit or agree to omit to take any action necessary to

prevent any such representation or warranty from being inaccurate in any material respect at any such time.

6.4 Notification of Certain Matters; Schedules.

(a) Sellers shall give notice to Purchaser, as promptly as practicable but in no event more than one (1) business day after the Knowledge of Sellers of the occurrence of the event giving rise to a notice obligation pursuant to this Section 6.4(a), of (i) the occurrence or nonoccurrence of any event that would be likely to cause either (A) any representation or warranty of Sellers contained in this Agreement, or in connection with the transactions contemplated hereunder, to be untrue or inaccurate in any material respect at any time from the date hereof to the Closing or (B) directly or indirectly, any Material Adverse Effect on any Seller, or (ii) any material failure of Sellers to comply with or satisfy any covenant, condition or agreement to be complied with or satisfied by them hereunder, or (iii) the receipt of any Acquisition Proposal and shall deliver all written Acquisition Proposals to Purchaser as soon as practicable upon receipt thereof. Notwithstanding the foregoing, the delivery of any notice pursuant to this Section 6.4(a) shall not (x) be deemed to amend or supplement the Schedules contemplated hereby, (y) be deemed to cure any breach of any representation, warranty covenant or agreement or to satisfy any condition or (z) limit or otherwise affect the remedies available hereunder to the party receiving such notice.

(b) Sellers shall add Purchaser, and Purchaser's counsel, to Sellers' so-called "Rule 2002 notice list" and otherwise provide notice to Purchaser of all matters that are required to be served on Sellers' creditors pursuant to the Bankruptcy Code and Rules.

6.5 Best Efforts; Further Assurances.

(a) Sellers will use best efforts to obtain the entry of the Bidding Procedures Order on the Bankruptcy Court's docket as soon as practicable and no later than the Deadline Date and the entry of the Sale Order on the Bankruptcy Court's docket as soon as practicable and no later than the thirty-fifth (35th) day after the date hereof and one (1) business day after the date of the Sale Hearing and will use their best efforts to timely obtain any other consent required for the consummation of the transactions contemplated by this Agreement as soon as practicable.

(b) Sellers and Purchaser shall execute such documents and use their best efforts to take or cause to be taken all actions and do or cause to be done all things necessary, proper or advisable to consummate the transactions contemplated by this Agreement (including to put Purchaser in actual possession and operating control of the Acquired Assets, to effectuate, record or perfect the transfer of the Acquired Assets to Purchaser, to confirm the title of the Acquired Assets in Purchaser, to assist Purchaser to in exercising rights relating thereto, to obtain all consents, approvals and authorizations of Third Parties, to make all filings with and give all notices to Third Parties which may be necessary or required in order to effectuate the transactions contemplated hereby). Sellers and Purchaser shall use commercially reasonable efforts to fulfill or obtain the fulfillment of the conditions set forth in Article VIII and Article IX, respectively, of this Agreement.

6.6 Bankruptcy Actions.

(a) As soon as practicable after the execution of this Agreement (and in no event later than one (1) business day thereafter), Sellers shall make all filings necessary to initiate the Chapter 11 Cases in the Bankruptcy Court, and serve notice thereof on interested parties as required by the Bankruptcy Code and Rules, a motion (together with supporting papers) seeking entry of the Bidding Procedures Order on the Bankruptcy Court's docket on the same day as the filing of its Chapter 11 petition, and set a hearing with respect to the matters set forth in such motion on shortened notice and no later than the Deadline Date.

(b) The motion requesting approval of the Bidding Procedures Order identified above will also ask the Bankruptcy Court to approve the transaction contemplated hereby (the "Sale Motion"), which motion shall seek the Bankruptcy Court's approval of this Agreement, Sellers' performance under this Agreement and the assumption and the assignment of the Assumed Executory Contracts without adequate assurance of future performance liability pursuant to Section 365(f)(2) of the Bankruptcy Code, except Purchaser's promise to perform following the Closing obligations under the Assumed Executory Contracts. Contemporaneously with the filing of the Sale Motion, Sellers shall provide appropriate notice of the hearing on the Sale Motion as is required by the Bankruptcy Code and Rules to all parties entitled to notice including, but not limited to, all parties to Assumed Executory Contracts and all taxing and environmental authorities in jurisdictions applicable to Sellers.

(c) The Sale Motion shall include a request for an order authorizing the assumption and assignment pursuant to Section 365 of the Bankruptcy Code of the Assumed Executory Contracts (the "Assignment Motion"). No later than the fifteenth (15th) day after the Petition Date, Sellers shall file on the docket of the Bankruptcy Court a schedule of the Assumed Executory Contracts (as set forth on Schedule 2.1(a)(v)), which shall be identified by the date of the Assumed Executory Contract (if available), the other party to the contract or lease and the address of such party. Such schedule shall set forth the amounts necessary to cure defaults under each of such Assumed Executory Contracts as determined by Sellers based on the Books and Records. Sellers shall, at the written direction of Purchaser delivered (i) at any time on or prior to the fifth (5th) day prior to the Sale Hearing, add any Contracts to the schedule or (ii) any time prior to the Sale Hearing, remove Assumed Executory Contracts from the schedule. In cases in which Sellers are unable to establish that a default exists, the relevant cure amount shall be set at \$0.00. The Assignment Motion shall reflect that Purchaser's promise to perform from and after the Closing under the Assumed Executory Contracts shall be the only adequate assurance of future performance necessary to satisfy the requirements of Section 365 of the Bankruptcy Code in respect of the assignment to Purchaser of such Assumed Executory Contracts.

(d) Sellers shall use their best efforts to (i) obtain entry of the Bidding Procedures Order no later than the Deadline Date, (ii) ensure that Bids are due no later than the fifteenth (15th) day following entry of the Bidding Procedures Order, (iii) ensure that the Auction, during which Sellers will solicit Bids in accordance with procedures set forth in the Bidding Procedures Order, shall be held and closed no later than the second (2nd) day following the date Bids are due, (iv) obtain entry of the Sale Order by no later than the second (2nd) day following the date on which the Auction is closed, and (v) consummate the Closing as soon as

practicable after the approval of the Sale Order and no later than the tenth (10th) day following approval of the Sale Order.

(e) Sellers will provide Purchaser with a reasonable opportunity to review and comment upon all motions, applications and supporting papers prepared by Sellers (including forms of orders and notices to interested parties) prior to the filing thereof in the Chapter 11 Cases. All motions, applications and supporting papers prepared by Sellers and relating (directly or indirectly) in Purchaser's good faith determination to the transactions contemplated by this Agreement (including forms of orders, notices to interested parties, and any "settlement motions") to be filed on behalf of Sellers after the date hereof must be reasonably acceptable in form and substance to Purchaser, in its sole discretion.

(f) Immediately after the entry of the Bidding Procedures Order or at such earlier time as Sellers shall determine, Sellers shall serve notice on all parties (including all parties to the Assumed Executory Contracts and all Persons who would appear on any search conducted to determine those Persons asserting a lien on Sellers' assets) to whom service of the Sale Notice (as defined in the Bidding Procedures Order) is required under the terms of the Bidding Procedures Order or to whom service of notice is advisable pursuant to the Bankruptcy Code, in form and substance reasonably satisfactory to Purchaser, disclosing the salient terms of this Agreement, the Bidding Procedures Order and the identity of Purchaser, and the transactions contemplated hereby.

6.7 Other Bids. Purchaser acknowledges that pursuant to the Bidding Procedures Order and only as set forth in Section 8.2(c) below, both before and after entry of the Bidding Procedures Order, Sellers may solicit bids ("Bids") from other prospective purchasers (collectively, "Bidders") for the sale of all or substantially all of the Acquired Assets, on terms and conditions substantially the same in all respects to this Agreement and in accordance with the procedures set forth in the Bidding Procedures Order.

6.8 Excluded Assets. Subsequent to the Closing, each Seller jointly and severally agrees to indemnify and hold Purchaser harmless with respect to the Excluded Assets and Excluded Liabilities, including any loss, Liability, cost or expense (including legal fees and expenses and court costs) arising out of or in connection with, or otherwise relating to, the Excluded Assets, the Excluded Environmental Liabilities (regardless of whether such Liabilities are technical Liabilities of any Seller or Affiliate) and Excluded Liabilities.

6.9 Taxes.

(a) On or prior to the Closing (or after the Closing and when due and payable, to the extent such Taxes are not due and payable as of the Closing), Sellers shall pay all Taxes attributable to the Pre-Closing Tax Period, including all sales taxes, use taxes and payroll Taxes which will be owed by Sellers and attributable to the Pre-Closing Tax Period; provided however, Sellers shall not be obligated to pay any such Tax that is disputed in good faith by any Seller.

(b) Personal property Taxes, real property Taxes and other similar Taxes (the "Proration Items") with respect to the Acquired Assets for any taxable period commencing before the Closing Date and ending after the Closing Date shall be prorated on a per diem basis between Purchaser and Sellers as of the Closing Date. The amount of the Proration Items attributable to Sellers shall be equal to the amount of Tax for the period multiplied by a fraction, the numerator of which shall be the number of days from the beginning of the period through the Closing Date and the denominator of which shall be the number of days in the period.

(c) Any sales, use, purchase, transfer, franchise, deed, fixed asset, stamp, documentary stamp, use or other Taxes and recording charges due and which may be payable by reason of the sale of the Acquired Assets or the assumption of the Assumed Obligations under this Agreement or the transactions contemplated herein shall be borne and timely paid by Sellers.

(d) Except to the extent taken into account in determining the Purchase Price, Sellers shall jointly and severally indemnify, defend (with counsel reasonably satisfactory to Purchaser), protect, and save and hold Purchaser harmless from and against any and all Claims, charges, interest or penalties assessed, imposed or asserted in relation to Sellers obligations under this Section 6.9 or attributable to any Excluded Liability described in Section 2.4(a)(iv).

6.10 Access to Corporate Offices. Fluid Routing Solutions, Inc. is currently party to that certain Sublease, dated as of May 25, 2007, with Dayco Products, LLC (the "Sublease"). From the Closing until ten (10) business days after the Closing Date (or at Purchaser's reasonable request within such period up to an additional five (5) business days), for no additional consideration by Purchaser, Sellers shall permit Purchaser and its Affiliates to occupy the premises at 1935 and 1955 Enterprise Drive, Rochester Hills, Michigan and use all computer systems, machinery and equipment located therein to the same extent as the Business had used such premises and other assets prior to the Closing and shall permit Purchaser and its Affiliates to have access to such corporate offices as reasonably required by Purchaser to remove the Business's machinery and equipment and relocate the Business's IT systems. For so long as required to fulfill the Sellers' obligations pursuant to this Section 6.10, Sellers shall not reject the Sublease in the Chapter 11 Cases.

6.11 Mark IV Amendment. Sellers shall use reasonable efforts to cooperate with Purchaser in obtaining modifications and/or waivers of provisions of that certain Information Technology Transition Services Agreement dated as of May 25, 2007 by and among Mark IV Industries, Inc., Dayco Products, LLC and Fluid Routing Solutions, Inc. such that each of Sellers and Purchaser will each receive the services from Mark IV Industries, Inc. and Dayco Products, LLC reasonably required by their respective businesses following the Closing.

6.12 Survival of Covenants. The covenants of Sellers set forth in Section 6.1 (Consents and Approvals), Section 6.5 (Best Efforts; Further Assurances), Section 6.8 (Excluded Assets), Section 6.9 (Taxes) and Section 6.10 (Access to Corporate Offices) shall survive the Closing.

ARTICLE VII COVENANTS OF PURCHASER

7.1 Assumed Obligations. Subsequent to the Closing, Purchaser agrees to be responsible for the payment and performance of the Assumed Obligations and shall indemnify and hold Sellers harmless with respect to the Assumed Obligations, including any loss, Liability, cost or expense (including legal fees and expenses and court costs) arising out of or in connection with, or otherwise relating to, the Assumed Obligations.

7.2 Further Assurances. Purchaser shall execute such documents and take such further actions as may be reasonably required to carry out the provisions of this Agreement and the transactions contemplated hereby. Purchaser shall use commercially reasonable efforts to fulfill or obtain the fulfillment of the conditions set forth in Article IX of this Agreement.

7.3 Mark IV Amendment. Purchaser shall use reasonable efforts to cooperate with Sellers in obtaining modifications and/or waivers of provisions of that certain Information Technology Transition Services Agreement dated as of May 25, 2007 by and among Mark IV Industries, Inc., Dayco Products, LLC and Fluid Routing Solutions, Inc. such that each of Sellers and Purchaser will each receive the services from Mark IV Industries, Inc. and Dayco Products, LLC reasonably required by their respective businesses following the Closing.

7.4 Survival of Covenants. All of Purchaser's covenants shall survive the Closing.

ARTICLE VIII CONDITIONS PRECEDENT TO OBLIGATIONS OF PURCHASER

The obligations of Purchaser under this Agreement are, at the option of Purchaser, subject to satisfaction of the following conditions precedent on or before the Closing Date.

8.1 Warranties True as of Both Present Date and Closing Date; Covenants.

(a) Each of the representations and warranties of Sellers contained herein shall be true and correct in all material respects on and as of the Closing Date (except for representations and warranties made as of a specified date, which shall be true and correct in all material respects as of that date) with the same force and effect as though made on and as of the Closing Date except that those representations and warranties that are qualified by materiality, Material Adverse Effect, or similar phrase shall be true and correct in all respects.

(b) Sellers shall have performed and complied in all material respects with the obligations and covenants required by this Agreement to be performed or complied with by Sellers on or prior to the Closing Date.

8.2 Bankruptcy Condition.

(a) The Bidding Procedures Order shall have been entered on the docket by the Clerk of the Bankruptcy Court as soon as practicable and no later than Deadline Date. The Sale Order shall have been entered on the docket by the Clerk of the Bankruptcy Court as soon as practicable and no later than the thirty-fifth (35th) day following the date hereof and shall have become a Final Order.

(b) The Sale Order shall approve and authorize the assumption and assignment of the Assumed Executory Contracts and the Assumed Executory Contracts shall have been actually assumed and assigned to Purchaser such that the Assumed Executory Contracts will be in full force and effect from and after the Closing with non-debtor parties being barred and enjoined from asserting against Purchaser, among other things, defaults, breaches or claims of pecuniary losses existing as of the Closing or by reason of the Closing.

(c) The Bidding Procedures Order shall provide:

(i) If the transactions contemplated hereby are not consummated for any reason other than the material breach by Purchaser of this Agreement, Sellers shall immediately pay (in cash) to Purchaser an amount equal to the reasonable and actual costs and out-of-pocket expenses incurred by Purchaser in connection with the preparation and negotiation of this Agreement up to a maximum of One Million Two Hundred Fifty Thousand Dollars (\$1,250,000) (the "Expense Reimbursement") (with Sellers being jointly and severally liable for such payment);

(ii) That Sellers are authorized without further Bankruptcy Court action to pay any amounts that become due and payable to Purchaser pursuant to this Agreement (including the Expense Reimbursement) and that pursuant to Section 364(c)(1) of the Bankruptcy Code, Purchaser shall have a super-priority administrative expense priority claim payable out of Sellers' cash or other collateral securing Sellers' obligations (which shall be senior to any and all claims of any creditors of or holders of equity interests in Sellers, including pre-petition and post-petition amounts owing to Sellers' pre-petition and post-petition senior secured lenders) for such amounts;

(iii) No party submitting any other offer to purchase the Acquired Assets or a Qualifying Bid shall be entitled to any expense reimbursement, breakup, or termination or similar fee or payment;

(iv) Prior to receipt by a prospective Bidder of any information (including, but not limited to, business and financial information and access to representatives of Sellers) from Sellers, each Bidder will be required to execute an appropriate confidentiality agreement and deliver evidence reasonably satisfactory to Sellers establishing such potential Bidders' financial capability to timely consummate a purchase of the all the Acquired Assets;

(v) As part of any Bid, each Bidder shall submit a copy of this form of asset purchase agreement marked to show changes, along with any other bid package requirements to ParentCo and Purchaser, and place into escrow a cash deposit of no less than One Million Dollars (\$1,000,000);

(vi) (A) a Bid will not be considered by Sellers as qualified for the Auction unless such Bid is for more than an amount equal to the aggregate of the sum of (1) the Closing Purchase Price in cash; (2) Two Hundred Fifty Thousand Dollars (\$250,000) in cash; and (3) the dollar value of the Expense Reimbursement in cash, and (B) any overbid Bids thereafter must be higher than the then existing lead Bid in increments of not less than Two Hundred Fifty Thousand Dollars (\$250,000) in cash, provided, however, any overbid Bids by Purchaser thereafter shall only be required to be equal to the sum of (a) the then existing lead Bid plus (b) Two Hundred Fifty Thousand Dollars (\$250,000) less (c) the dollar value of the Expense Reimbursement; and (C) a higher Bid will not be considered by Sellers as qualified for the Auction if (1) such Bid contains financing or due diligence contingencies of any kind or any other conditions precedent to such Person's obligation to purchase the Acquired Assets other than as may be included in this Agreement; (2) such Bid is not received by Seller and Purchaser in writing on or prior to the fifteenth (15th) day after the date of entry of the Bidding Procedures Order, (3) such Bid does not provide for the immediate payment of the Expense Reimbursement to Purchaser from the first proceeds of the cash portion of the purchase price of such Bid or (4) such Bid does not contain evidence that the Person submitting it has received debt and/or equity funding commitments (or has cash) sufficient in the aggregate to finance the purchase contemplated thereby, including proof of deposit into escrow of no less than One Million Dollars (\$1,000,000) in cash and either an unconditional lending commitment from a recognized banking institution in the amount of the cash portion of the purchase price of such Bid or the positing of an unconditional, irrevocable letter of credit from a recognized banking institution issued in favor of Sellers in the amount of the cash portion of the purchase price of such Bid. (Each Bid which meets the foregoing criteria constitutes, as applicable, a "Qualifying Bid");

(vii) If one or more Qualifying Bids are submitted in accordance with the Bidding Procedures Order, Sellers will conduct the Auction no later than two (2) days after the date Bids are due in accordance with the Bidding Procedures Order. At the Auction, Sellers shall have the right to select the highest and best Bid from Purchaser and any Person who submitted a Qualifying Bid pursuant to Section 8.2(c)(vi) (the "Highest and Best Bid"), which will be determined by considering, among other things: (A) the number, type and nature of any changes to this asset purchase agreement requested by each Bidder; (B) the extent to which such modifications are likely to delay closing of the sale of the Acquired Assets and the cost to Sellers of such modifications or delay; (C) the total consideration to be received by Sellers; (D) the likelihood of the Bidder's ability to close a transaction and the timing thereof; and (E) the net benefit to the estate, taking into account Purchaser's rights to the Expense Reimbursement (for avoidance of doubt, Sellers hereby agree that the value attributed by Sellers to any Bid made by Purchaser at the Auction shall at least be equal to the sum of the following (1) the dollar value of the cash consideration (including any reduction of the principal amount of Sellers' outstanding obligations under the DIP Financing Agreement) contained in such Bid, (2) the dollar value of any additional consideration (including any reduction of the principal amount of Sellers' outstanding obligations under the DIP Financing Agreement) contained in such Bid, and (3) the dollar value (including any reduction of the principal amount of Sellers' outstanding obligations under the DIP Financing Agreement) of the Expense Reimbursement);

(viii) At the Auction, Purchaser shall have the right to submit further Bids along with a markup of this Agreement;

(ix) Unless otherwise agreed to by Purchaser in its sole discretion, only the Persons who submitted Qualified Bids and Purchaser may participate in the Auction; and,

(x) Purchaser shall have standing to contest the Highest and Best Bid selected by Sellers.

(d) Notwithstanding Sections 8.2(a) and 10.1, nothing in this Agreement shall preclude Purchaser or Sellers from consummating the transactions contemplated herein if Purchaser, in its sole discretion, waives the requirement that the Sale Order or any other Order shall have become Final Orders. No notice of such waiver of this or any other condition to Closing need be given except to ParentCo, any official committee appointed in the Chapter 11 Cases and the United States Trustee, it being the intention of the parties hereto that Purchaser shall be entitled to, and is not waiving, the protection of Section 363(m) of the Bankruptcy Code, the mootness doctrine and any similar statute or body of law if the Closing occurs in the absence of Final Orders.

8.3 Real Estate Matters.

(a) Sellers shall indemnify Purchaser at the Closing to the extent of coverage under the Title Policies listed on Schedule 8.3(a) for any title loss of Purchaser for Liens not shown as exceptions on such Title Policies and Sellers shall appoint Purchaser as Sellers' attorney-in-fact by power of attorney in form and substance acceptable to Purchaser to exercise the rights of Sellers under such Title Policies.

(b) Sellers shall deliver to Purchaser prior to the Closing copies of all existing surveys in Sellers' possession with respect to the Acquired Owned Real Property.

(c) Sellers shall have delivered an assignment of lease corresponding to each Assumed Leased Facility or Facility with respect to which a Seller is a sub-landlord, each in form and substance reasonably satisfactory to Purchaser.

(d) No damage or destruction or other change shall have occurred with respect to any of the Acquired Owned Real Property or the Assumed Leased Facilities or any portion thereof that, individually or in the aggregate, would have a Material Adverse Effect on the use or occupancy of the Acquired Owned Real Property or the Assumed Leased Facilities or the operation of the Business as currently conducted thereon;

8.4 Material Adverse Change. There shall not have occurred a Material Adverse Change since the date of the execution of this Agreement.

8.5 Cure Costs. Subject to Section 2.1(c), if a Cure Payment is not set forth on Schedule 4.15, or if any Assumed Executory Contract is subject to a cure in excess of the amount set forth next to such Assumed Executory Contract on Schedule 4.15, Sellers shall have paid the amount of such cure or the excess of such cure over the amount set forth on Schedule 4.15, or alternatively, Purchaser shall have chosen in its sole discretion to have paid such Cure Amounts and deducted such amount from the Purchase Price as set forth in Article III.

8.6 Financial Statements. Sellers shall have delivered to Purchaser copies of Sellers' interim monthly and year-to-date financial statement pursuant to Section 6.2(b) above.

8.7 No Injunctions. No preliminary or permanent injunction or other order of any Governmental Authority of competent jurisdiction restraining or prohibiting the consummation of the transactions contemplated hereby shall be in place on the Closing Date.

8.8 Approvals. All authorizations, consents, filings and approvals necessary to permit Sellers to perform the transactions contemplated hereby set forth on Schedule 8.8 shall have been duly obtained, made or given.

8.9 Additional Matters. Purchaser shall have received such additional documents, instruments or items of information reasonably requested by it from Sellers in respect of any aspect or consequence of the transactions contemplated hereby. All corporate and other proceedings, and all documents, instruments and other legal matters in connection with the transactions contemplated by this Agreement or by the other agreements referred to herein shall be reasonably satisfactory in form and substance to Purchaser and its counsel. Purchaser shall have such Permits and licenses as are necessary to operate the Business following the Closing.

8.10 Collective Bargaining Agreements and Labor Unions.

(a) Sellers shall have obtained such modifications and/or waivers of provisions of the Collective Bargaining Agreement (including the termination of any requirement to provide any defined benefit pension benefits or post-employment health or life insurance benefits) as are required by Purchaser in its sole discretion.

(b) Provided that Sellers have obtained modifications to the Collective Bargaining Agreement that are satisfactory to Purchaser, as required by Section 8.10(a) above, Sellers shall provide Purchaser with a substitution agreement (the "Substitution Agreement") executed by Sellers and the Union and Purchaser, in form and substance substantially in the form attached hereto as Exhibit C.

(c) Purchaser shall be satisfied in its sole discretion that it will not experience any disruptions by Rehired Employees or unions as a result of the transactions contemplated by this Agreement.

(d) Notwithstanding any provision to the contrary in this Agreement, without the consent of ParentCo in its sole discretion, the conditions set forth in this Section 8.10 shall expire and be of no further force or effect after the later of the date that the Bankruptcy Court has entered the Bidding Procedures Order and the Deadline Date.

8.11 Customer Meetings. Purchaser shall be satisfied in its sole discretion with the results of Purchaser's meetings with customers of the Business. Notwithstanding the foregoing, without the consent of ParentCo in its sole discretion, the condition set forth in this Section 8.11 shall expire and be of no further force or effect after the later of the date that the Bankruptcy Court has entered the Bidding Procedures Order and the Deadline Date.

8.12 Mark IV Amendment. Sellers shall have obtained such modifications and/or waivers of provisions of that certain Information Technology Transition Services Agreement dated as of May 25, 2007 by and among Mark IV Industries, Inc., Dayco Products, LLC and Fluid Routing Solutions, Inc. as are required by Purchaser in its sole discretion. Notwithstanding the foregoing, without the consent of ParentCo in its sole discretion, the condition set forth in this Section 8.12 shall expire and be of no further force or effect after the later of the date that the Bankruptcy Court has entered the Bidding Procedures Order and the Deadline Date.

8.13 Shared Contracts Amendment. Sellers shall have obtained such modifications to Shared Contracts as are required by Purchaser in its sole discretion. Notwithstanding the foregoing, without the consent of ParentCo in its sole discretion, the condition set forth in this Section 8.13 shall expire and be of no further force or effect after the later of the date that the Bankruptcy Court has entered the Bidding Procedures Order and the Deadline Date.

8.14 Closing Deliveries. Sellers shall have delivered to Purchaser (i) a certificate signed by each Seller, dated the date of the Closing Date, (in form and substance reasonably satisfactory to Purchaser) certifying that the conditions specified in Sections 8.1 through 8.10 have been satisfied as of the Closing; (ii) copies of all third-party approvals and governmental approvals required by Section 6.1; (iii) certified copies of the resolutions of the each Seller's board of directors authorizing the execution, delivery and performance of this Agreement and the other agreements contemplated hereby and the consummation of the transactions contemplated hereby and thereby; (iv) originals (or, to the extent originals are not available, copies) of all Assumed Executory Contracts (together with all amendments, supplements or modifications thereto); (v) all of the closing deliveries set forth in Section 10.2; and (vi) such other documents or instruments as are required to be delivered by any Seller at the Closing pursuant to the terms hereof or that Purchaser reasonably requests prior to the Closing Date to effect the transactions contemplated hereby.

ARTICLE IX CONDITIONS PRECEDENT TO OBLIGATIONS OF SELLERS

The obligations of Sellers under this Agreement are, at the option of Sellers, subject to the satisfaction of the following conditions precedent on or before the Closing Date.

9.1 Warranties True as of Both Present Date and Closing Date. The representations and warranties of Purchaser contained herein shall be true and correct in all material respects on and as of the Closing Date (except for representations and warranties made as of a specified date, which shall be true and correct in all material respects as of that date) with the same force and effect as though made by Purchaser on and as of the Closing Date, except those qualified by materiality shall be true and correct in all respects. Purchaser shall have performed and complied in all material respects with the obligations and covenants required by this Agreement to be performed or complied with by Purchaser on or prior to the Closing Date.

9.2 Bankruptcy Court Approval. The Bankruptcy Court shall have entered an order approving of the execution of this Agreement by Sellers and of the consummation by Sellers of the transactions contemplated herein that is not subject to Rules 6004(h) and 6006(d) of the Federal Rules of Bankruptcy Procedure.

9.3 No Injunctions. No preliminary or permanent injunction or other order of any Governmental Authority of competent jurisdiction restraining or prohibiting the consummation of the transactions contemplated hereby shall be in place on the Closing Date.

9.5 Consideration. Purchaser shall have delivered to Sellers evidence of reduction of the principal amount of Sellers' outstanding obligations under the DIP Financing Agreement by the amount of the Closing Purchase Price.

9.6 Approvals. All authorizations, consents, filings and approvals necessary to permit Purchaser to perform the transactions contemplated hereby shall have been duly obtained, made or given, shall be in form and substance reasonably satisfactory to Sellers, shall not be subject to the satisfaction of any condition that has not been satisfied or waived and shall be in full force and effect. All terminations or expirations of waiting periods (and any extension thereof) imposed by any Governmental Authority necessary for the transactions contemplated under this Agreement, if any, shall have occurred.

9.7 Closing Deliveries. Purchaser shall have delivered to Sellers (i) a certificate signed by Purchaser, dated the date of the Closing (in form and substance reasonably satisfactory to Sellers) certifying that the conditions specified in Section 9.1 through Section 9.3 above have been satisfied as of the Closing; (ii) certified copies of the resolutions of Purchaser's board of directors authorizing the execution, delivery and performance of this Agreement and the other agreements contemplated hereby and the consummation of the transactions contemplated hereby and thereby; (iii) all of the closing deliveries set forth in Section 10.3; and (iv) such other documents or instruments as are required to be delivered by Purchaser at the Closing pursuant to the terms hereof.

ARTICLE X CLOSING

10.1 Closing. Upon the terms and subject to the satisfaction of the conditions contained in this Agreement, the closing of the transaction contemplated by this Agreement (the "Closing") will take place at the offices of Kirkland & Ellis, 200 East Randolph Drive, Chicago, IL 60601 at 10:00 A.M. Central Standard Time no later than the first (1st) business day after the date on which the conditions set forth in Article VIII and Article IX have been satisfied or waived; or on such other date or place as Purchaser and ParentCo may determine (the "Closing Date").

10.2 Deliveries by Sellers. At the Closing, Sellers shall deliver or procure delivery to Purchaser of:

(a) physical possession of all of the Acquired Assets capable of passing by delivery with the intent that title in such Acquired Assets shall pass by and upon delivery;

(b) one or more bills of sale, substantially in the form attached hereto as Exhibit D, conveying in the aggregate all of the owned personal property of Sellers included in the Acquired Assets, duly executed by Sellers;

(c) one or more assignments and assumptions of the Assumed Obligations, substantially in the form attached hereto as Exhibit E (collectively, the "Assignment and Assumption"), duly executed by the relevant Seller or Sellers;

(d) one or more duly executed Intellectual Property assignments, substantially in the forms attached hereto as Exhibit F;

(e) a Substitution Agreement, substantially in the form attached hereto as Exhibit C, duly executed by Sellers and the Union;

(f) an affidavit from each Seller, dated as of the Closing Date, in form and substance required under the Treasury Regulations issued pursuant to Section 1445 of the Code stating such Seller's taxpayer identification number and that such Seller is not a foreign person pursuant to Section 1445(b)(2) of the Code;

(g) special warranty or limited warranty deeds (as may be applicable) with respect to each Acquired Owned Real Property, in form and substance reasonably satisfactory to Purchaser, subject only to the Permitted Liens;

(h) Sellers shall deliver the indemnity and power of attorney relating to the Title Policies together with any affidavits, undertakings, and certificates relating thereto to Purchaser;

(i) Sellers shall deliver an assignment of lease corresponding to each Assumed Leased Facility and Facility with respect to which a Seller is a sub-landlord, each in form and substance reasonably satisfactory to Purchaser;

(j) certificates of title and title transfer documents to all titled motor vehicles;

(k) an assignment and assumption agreement with respect to Sellers' Permits and warranties in form and substance reasonably acceptable to Purchaser, whereby Sellers shall assign to Purchaser all of their respective rights in and to any Permits and warranties relating (directly or indirectly) to the Acquired Assets or the Business, to the extent such Permits and warranties are assignable;

(l) all the Books and Records;

(m) such other instruments, in form and substance, reasonably satisfactory to Purchaser and its counsel, as are necessary to vest in Purchaser good and marketable title in and to the Acquired Assets in accordance with the provisions hereof; and

(n) such documentation as may be necessary to change the authorized signatories on any bank accounts or powers of attorney relating (directly or indirectly) to the Acquired Assets or the Business.

10.3 Deliveries by Purchaser. At the Closing, Purchaser will deliver to Sellers (A) the Assignment and Assumption duly executed by Purchaser, (B) the Substitution Agreement duly executed by Purchaser, and (C) evidence of the reduction of the principal amount of Sellers'

outstanding obligations under the DIP Financing Agreement by the amount of the Closing Purchase Price, and to the extent the Closing Purchase Price exceeds Sellers' outstanding obligations under the DIP Financing Agreement, the amount of such excess in cash.

10.4 Form of Instruments. To the extent that a form of any document to be delivered hereunder is not attached as an Exhibit hereto, such documents shall be in form and substance, and shall be executed and delivered in a manner, reasonably satisfactory to Purchaser and ParentCo.

ARTICLE XI TERMINATION; TERMINATION PAYMENT

11.1 Termination. This Agreement may be terminated prior to the Closing as follows:

- (a) by mutual written agreement of Purchaser and ParentCo;
- (b) by either Purchaser or ParentCo if there shall be in effect a Final Order restraining, enjoining or otherwise prohibiting the consummation of the transactions contemplated hereby;
- (c) by either Purchaser or ParentCo (provided that the terminating party is not then in material breach of any representation, warranty, covenant or other agreement contained herein), if there shall have been a material breach or misrepresentation of any of the representations or warranties or a material breach of any of the covenants set forth in this Agreement on the part of the other party, which breach is not cured within ten (10) days following written notice to the party committing such breach or which breach, by its nature, cannot be cured prior to the Closing;
- (d) by Purchaser (provided that Purchaser is not then in material breach of any representation, warranty, covenant or other agreement contained herein) if it shall have reasonably determined that one or more conditions set forth in Article VIII has not been or cannot be fulfilled or satisfied prior to the date specified in such condition (if such condition specifies a date other than the Closing Date by which such condition must be satisfied);
- (e) by Purchaser if any Seller (i) seeks or supports Bankruptcy Court approval of an Acquisition Proposal (other than to or by Purchaser), (ii) executes and delivers an agreement or understanding of any kind with respect to an Acquisition Proposal or (iii) designates a party other than Purchaser as the successful Bidder of the Auction;
- (f) by Purchaser or ParentCo if the Bankruptcy Court enters an order approving any Acquisition Proposal (other than the sale of the Business and the Acquired Assets to Purchaser);
- (g) by Purchaser on any day on or after the fiftieth (50th) day following the date hereof if the Closing shall not have been consummated by such date (or by such later date as shall be mutually agreed to by Purchaser and ParentCo in writing), unless the Closing has not occurred due to a material failure of Purchaser to perform or observe its agreement as set forth in this Agreement required to be performed or observed by it on or before the Closing Date;

(h) by Purchaser as a result of the failure of the Bankruptcy Court to have entered an order in a form satisfactory to Purchaser in its sole discretion approving the DIP Financing Agreement by no later than the twentieth (20th) day (or if such date is not a business day, the immediately following business day) following the Petition Date;

(i) by Purchaser as a result of (A) the failure of the Bankruptcy Court to have entered the Bidding Procedures Order by no later than the Deadline Date (or such later date as Purchaser may determine in its sole discretion), or (B) following the entry of the Bidding Procedures Order but prior to the entry of the Sale Order, the Bidding Procedures Order ceases to be in full force and effect, or is revoked, rescinded, vacated, materially modified, reversed or stayed, or otherwise rendered ineffective by a court of competent jurisdiction;

(j) by Purchaser as a result of the failure of Sellers to require that Bids be due no later than the fifteenth (15th) day following the entry of the Bidding Procedures Order (or such later date as Purchaser may determine in its sole discretion);

(k) by Purchaser as a result of the failure of Sellers to have held the Auction by no later than the second (2nd) day following the date Bids are due (or such later date as Purchaser may determine in its sole discretion);

(l) by Purchaser as a result of (A) the failure of the Bankruptcy Court to enter the Sale Order by no later than the second (2nd) day after the Auction is closed, or (B) the date the Sale Order ceases to be in full force and effect, or is revoked, rescinded, vacated, materially modified, reversed or stayed, or otherwise rendered ineffective by a court of competent jurisdiction;

(m) by Purchaser, within the time period set forth within Section 13.17, if it is not satisfied in its sole discretion with any updates to the Schedules delivered by Sellers pursuant to Section 13.17;

(n) by Purchaser at any time prior to later of the date that the Bankruptcy Court has entered the Bidding Procedures Order and the Deadline Date in the event any of the conditions set forth Section 8.10 (Collective Bargaining Agreements and Labor Unions), Section 8.11 (Customer Meetings), Section 8.12 (Mark IV Amendment) or Section 8.13 (Shared Contracts Amendments) have not been fully satisfied prior to such date in Purchaser's sole discretion;

(o) by ParentCo (provided that no Seller is then in material breach of any representation, warranty, covenant or other agreement contained herein) if it shall have reasonably determined that one or more conditions set forth in Article IX has not been or cannot be fulfilled or satisfied prior to the date specified in such condition (if such condition specifies a date other than the Closing Date by which such condition must be satisfied).

11.2 Expense Reimbursement

(a) If the transactions contemplated hereby are not consummated for any reason other than due to the material breach by Purchaser of this Agreement, Sellers shall immediately pay (in cash) to Purchaser the Expense Reimbursement.

(b) Sellers' obligation to pay the Expense Reimbursement pursuant to this Section 11.2 shall survive termination of this Agreement and shall constitute an administrative expense (which shall be a super-priority administrative expense claim senior to all other administrative expense claims and payable out of Sellers' cash or other collateral securing Sellers' obligations to its senior secured lenders, prior to any recovery by such lenders) of Sellers under Section 364(c)(1) of the Bankruptcy Code.

11.3 Effect of Termination or Breach. If the transactions contemplated hereby are not consummated this Agreement shall become null and void and of no further force and effect, except (i) for this Section 11.3 (Effect of Termination or Breach), (ii) for the provisions of Sections 11.2 (Expense Reimbursement), 13.1 (Expenses), 13.7 (Submission to Jurisdiction), 13.8 (Governing Law), 13.9 (Binding Nature; Assignment), 13.10 (No Third Party Beneficiaries) and 13.11 (Construction) hereof, and (iii) that the termination of this Agreement for any cause shall not relieve any party hereto from any Liability which at the time of termination had already accrued to any other party hereto or which thereafter may accrue in respect of any act or omission of such party prior to such termination.

ARTICLE XII ADDITIONAL POST-CLOSING COVENANTS

12.1 Employees.

(a) Immediately prior to the Closing, the employment of all of the employees of Sellers whose job function primarily relates to the Business shall be terminated by the applicable Seller, and all such employees shall have the right to apply for employment with Purchaser. Sellers recognize that Purchaser intends to make offers of employment to those active employees of Sellers selected by Purchaser in its sole discretion, at terms and conditions of employment (including compensation and benefits) established by Purchaser in its sole discretion; provided, however, that to the extent Purchaser assumes any collective bargaining agreement described in Section 8.10(a), Purchaser agrees that the terms and conditions of employment offered to any Rehired Employee subject to such collective bargaining agreement shall be in accordance with the terms set forth in such collective bargaining agreement. Those employees of Sellers who accept such offers of employment and commence active employment with Purchaser shall be referred to throughout this Agreement as "Rehired Employees". Purchaser shall provide sufficient number of job offers at sufficient terms and conditions of employment so as to give rise to no Seller obligation or liability under the WARN Act; provided however, that prior to being required to provide employment offers under this Section 12.1(a) and in any event no later than the Closing Date, Sellers shall have provided Purchaser with a list of layoffs, by date and location, implemented by the Business in the ninety (90)-day period preceding the Closing Date. For purposes of this Section 12.1, "active employees" shall be those employees of the Business who, at Closing, are actively working for the Business or are on short-term approved leaves of absence, including vacation, personal or medical leave, or as to whom Sellers would have a legal obligation to rehire. Except for the Assumed Obligations, Sellers shall be responsible for (and Sellers shall jointly and severally indemnify and hold Purchaser harmless from and against), any and all wages, bonuses, commissions, employee benefits, retention or stay bonus arrangements, and other compensation (including all obligations under

any Employee Benefit Plans other than the Assumed Plans) due to the employees of any Seller arising out of their employment with such Seller prior to and as of the Closing.

(b) Nothing contained in this Agreement shall confer upon any Rehired Employee any right with respect to continuance of employment by Purchaser, nor shall anything herein interfere with the right of Purchaser to terminate the employment of any Rehired Employees at any time, with or without notice, or restrict Purchaser, in the exercise of its business judgment in modifying any of the terms or conditions of employment of the Rehired Employees after the Closing.

12.2 Employee Benefit Plans.

(a) Except for Assumed Plans, Purchaser shall not assume any Employee Benefit Plans or any obligation or Liability thereunder and Purchaser shall provide benefits to those Rehired Employees as of or after the Closing as Purchaser, in its sole discretion, shall determine. Except for obligations relating solely to the Assumed Plans, Sellers shall jointly and severally indemnify, defend and hold harmless Purchaser from and against any and all obligations, Claims, or Liabilities under any Benefit Plans to which Sellers or any ERISA Affiliate have any actual or potential Liability. With respect to all claims by current and former employees of Sellers arising prior to or as of the Closing Date under any Employee Benefit Plans of Sellers (other than the Assumed Plans), whether insured or otherwise (including, but not limited to, life insurance, medical and disability programs), Sellers shall, at their own expense, honor or cause their respective insurance carriers to honor such claims, whether made before or after the Closing, in accordance with the terms and conditions of such Employee Benefit Plans of Sellers without regard to the employment by Purchaser of any such employees after the Closing.

(b) As soon as reasonably possible after the Closing Date, Purchaser shall cause each Rehired Employee to be given credit for his or her service with Sellers (i) with respect to eligibility to participate and vesting in any Benefit Plan maintained by Purchaser for the benefit of such Rehired Employee to the same extent such service was recognized under a similar Employee Benefit Plan as of the Closing Date and (ii) for the purpose of determining such Rehired Employee's vacation and sick leave (on a going-forward basis) in any vacation or sick leave policy, program or arrangement maintained by Purchaser for the Rehired Employees' benefit on or after the Closing Date to the extent such service was recognized under a similar policy, program or arrangement of Sellers as of the Closing Date; provided, however, Purchaser shall not be obligated to pay any cash amounts based on such credit. Notwithstanding the forgoing, except as specifically set forth in the Assumed Obligations, Purchaser shall not be responsible for any accrued Liabilities or claims with respect to any vacation or sick leave earned or accrued by Rehired Employees on or prior to the Closing Date.

(c) Nothing in this Article XII or any other provision of this Agreement shall be construed to modify, amend, or establish any benefit plan, program or arrangement or in any way affect the ability of the parties hereto or any other Person to modify, amend or terminate any of its benefit plans, programs or arrangements.

12.3 Sellers' Cooperation in Hiring of Employees. Sellers shall cooperate with Purchaser and shall, permit Purchaser a reasonable period prior to the Closing Date (i) to meet

with employees of Sellers (including managers and supervisors) at such times as Purchaser shall reasonably request, (ii) to speak with such employees' managers and supervisors (in each case with appropriate authorizations and releases from such employees) who are being considered for employment by Purchaser, (iii) to distribute to such employees of Sellers such forms and other documents relating to potential employment by Purchaser after the Closing as Purchaser may reasonably request, and (iv) to permit Purchaser's counsel, upon request, to review personnel files and other relevant employment information regarding employees of Sellers.

12.4 WARN Act. In respect of notices and payments relating to events occurring on or prior to the Closing, Sellers shall be jointly and severally responsible for and assume all Liability for (and Sellers shall jointly and severally indemnify and hold Purchaser harmless from and against) any and all notices, payments, fines or assessments due to any Government Authority, pursuant to any applicable federal, state, local or foreign law, common law, statute, rule, Regulation or ordinance with respect to the employment, discharge or layoff of employees by Sellers before the Closing, including but not limited to the Worker Adjustment and Retraining Notification Act and any rules or Regulations as have been issued in connection with the foregoing (jointly, referred to throughout this Agreement as the "WARN Act"). Likewise, in respect of notices and payments relating to events occurring on or after the Closing, Purchaser shall be responsible and assume (and shall indemnify and hold Sellers harmless from and against) all Liability for any and all notices, payments, fines or assessments due to any Governmental Authority, pursuant to the WARN Act.

12.5 Joint Post-Closing Covenant of Purchaser and Sellers. Purchaser and Sellers jointly covenant and agree that, from and after the Closing Date, Purchaser and Sellers will each use commercially reasonable efforts to cooperate with each other in connection with any action, suit, proceeding, investigation or audit of the other relating to (a) the preparation of an audit of any Tax Return of any Seller or Purchaser for all periods prior to or including the Closing Date and (b) any audit of Purchaser and/or any audit of any Seller with respect to the sales, transfer and similar Taxes imposed by the laws of any state or political subdivision thereof, relating to the transactions contemplated by this Agreement. In furtherance hereof, Purchaser and Sellers further covenant and agree to promptly respond to all reasonable inquiries related to such matters and to provide, to the extent reasonably possible, substantiation of transactions and to make available and furnish appropriate documents and personnel in connection therewith. All costs and expenses incurred in connection with this Section 12.5 referred to herein shall be borne by the party who is subject to such action.

12.6 Certain Consents. If a consent of a Third Party which is required in order to assign any Acquired Asset (or Claim, right or benefit arising thereunder or resulting therefrom) is not obtained prior to the Closing Date, or if an attempted assignment would be ineffective or would adversely affect the ability of any Seller to convey its interest in question to Purchaser, Sellers will cooperate with Purchaser and use commercially reasonable efforts in any lawful arrangement to provide that Purchaser shall receive the interests of any Seller in the benefits of such Acquired Asset and shall pay and perform the obligations of Seller with respect to such Acquired Asset to the extent such obligations would have been Assumed Obligations had Seller been able to convey its interest in such Acquired Asset to Purchaser. If any consent or waiver is not obtained before the Closing Date and the Closing is nevertheless consummated, each Seller

agrees to continue to use commercially reasonable efforts to obtain all such consents as have not been obtained prior to such date.

12.7 Name Changes. On or prior to the Closing Date, each Seller shall take all necessary action to change its name and the names of any Affiliates of Sellers to a name bearing no resemblance to (i) "Fluid Routing Solutions" or any of the names set forth on the signature pages to this Agreement or (ii) any trade names, trademarks or service marks included in the Acquired IP.

12.8 Accounts Receivable; Collections. After the Closing, Sellers shall permit, and hereby authorize, Purchaser to collect, in the name of Sellers, all accounts receivable constituting part of the Acquired Assets and to endorse with the name of any applicable Seller for deposit in Purchaser's account any checks or drafts received in payment thereof. Sellers shall promptly deliver to Purchaser any cash, checks or other property that Sellers may receive after the Closing in respect of any accounts receivable or other asset constituting part of the Acquired Assets. Purchaser shall promptly deliver to Sellers any cash, checks or other property that Purchaser may receive after the Closing in respect of any accounts receivable or other asset constituting part of the Excluded Assets.

12.9 Access to Information. For a period of twelve (12) months after the Closing Date, each party and their representatives shall have reasonable access to, and each shall have the right to photocopy, all of the books and records relating to the Business or the Acquired Assets, including all employee records or other personnel and medical records required by law, legal process or subpoena, in the possession of the other party to the extent that such access may reasonably be required by such party in connection with the Assumed Obligations or the Excluded Liabilities, or other matters relating to or affected by the operation of the Business and the Acquired Assets. Such access shall be afforded by the party in possession of such books and records upon receipt of reasonable advance notice and during normal business hours; provided, however, that (A) any such investigation shall be conducted in such a manner as not to interfere unreasonably with the operation of the business of any party or its Affiliates, (B) no party shall be required to take any action which would constitute a waiver of the attorney-client privilege and (C) no party need supply the other party with any information which such party is under a legal obligation not to supply. The party exercising this right of access shall be solely responsible for any costs or expenses incurred by it pursuant to this Section 12.9. If the party in possession of such books and records shall desire to dispose of any such books and records upon or prior to the expiration of such period, such party shall, prior to such disposition, give the other party a reasonable opportunity at such other party's expense, to segregate and remove such books and records as such other party may select.

12.10 Tax Matters. Purchaser shall, within the later of (i) one hundred twenty (120) days after the Closing Date, (ii) thirty (30) days prior to the date by which Sellers' federal income Tax Returns must be filed, or (iii) ten (10) business days after there has been a final determination of the Purchase Price pursuant to Section 3.1(b), prepare and deliver to Sellers a schedule allocating the Purchase Price (and any other items that are required for federal income tax purposes to be treated as part of the purchase price) among the respective Sellers and the Acquired Assets (such schedule, the "Allocation") for Sellers' review and comment. Purchaser shall make such revisions to the Allocation as are reasonably requested by Sellers. Purchaser

and Sellers shall report and file all Tax Returns (including amended Tax Returns and claims for refund) consistent with the Allocation, and shall take no position contrary thereto or inconsistent therewith (including in any audits or examinations by any Governmental Authority or any other proceeding). Purchaser and Sellers shall cooperate in the filing of any forms (including Form 8594 under Section 1060 of the Code) with respect to such Allocation, including any amendments to such forms required pursuant to this Agreement with respect to any adjustment to the Purchase Price. Notwithstanding any other provision of this Agreement, the terms and provisions of this Section 12.10 shall survive the Closing.

ARTICLE XIII MISCELLANEOUS

13.1 Expenses.

(a) Except as provided in Section 6.9(c) or Section 11.2 hereof, each party hereto shall bear its own costs and expenses, including attorneys' fees, with respect to the transactions contemplated hereby. Notwithstanding the foregoing, in the event of any action or proceeding to interpret or enforce this Agreement, the prevailing party in such action or proceeding (i.e., the party who, in light of the issues contested or determined in the action or proceeding, was more successful) shall be entitled to have and recover from the non-prevailing party such costs and expenses (including all court costs and reasonable attorneys' fees) as the prevailing party may incur in the pursuit or defense thereof.

(b) The parties hereto agree that if any claims for commissions, fees or other compensation, including brokerage fees, finder's fees, or commissions are ever asserted against Purchaser or Sellers in connection with this transaction, all such claims shall be handled and paid by the party whose actions form the basis of such claim and such party shall indemnify (with counsel reasonably satisfactory to the party(ies) entitled to indemnification) and hold the other harmless from and against any and all such claims or demands asserted by any Person, firm or corporation in connection with the transaction contemplated hereby.

13.2 Amendment. This Agreement may not be amended, modified or supplemented except by a written instrument signed by ParentCo (on behalf of itself and Sellers) and Purchaser.

13.3 Notices. All notices, requests, demands and other communications permitted or required to be given or delivered under or by reason of the provisions of this Agreement shall be in writing and shall be deemed conclusively to have been given (i) when personally delivered, (ii) when sent by facsimile (with hard copy to follow) during a business day (or on the next business day if sent after the close of normal business hours or on any non-business day), (iii) when sent by electronic mail (with hard copy to follow) during a business day (or on the next business day if sent after the close of normal business hours or on any non-business day), (iv) one (1) business day after being sent by reputable overnight express courier (charges prepaid), or (v) three (3) business day following mailing by certified or registered mail, postage prepaid and return receipt requested. Unless another address is specified in writing, notices, requests, demands and communications to the parties shall be sent to the addresses indicated below:

To Sellers: 1955 Enterprise Drive
Rochester Hills, MI 48309
Attn: John C. Carson
Fax: (248) 299-1490
E-mail:john.carson@fluidrouting.com

with copy to: Morgan, Lewis & Bockius LLP
101 Park Avenue
New York, NY 10178
Attn: Neil E. Herman
Fax: (212) 309-6001
E-mail:nherman@morganlewis.com

and

Morgan, Lewis & Bockius LLP
One Oxford Centre, 32nd Floor
301 Grant Street
Pittsburgh, PA 15219
Attn: David A. Gerson
Fax: (412) 560-7001
E-mail: dgerson@morganlewis.com

To Purchaser, to: Fluid Routing Solutions Intermediate Holding Corp.
5200 Town Center Circle, Suite 600
Boca Raton, FL 33486
Attn: Jason H. Neimark, David Blechman and
C. Deryl Couch
Fax: (561) 394-0540
E-mail: jneimark@suncappart.com,
dblechman@suncappart.com and dcouch@suncappart.com

With copies to: Kirkland & Ellis LLP
200 East Randolph Drive
Chicago, Illinois 60601
Attn: Jeffrey A. Fine, P.C.
Fax: (312) 861-2200
E-mail:jfine@kirkland.com

13.4 Waivers. The failure of a party hereto at any time or times to require performance of any provision hereof shall in no manner affect its right at a later time to enforce the same. No waiver by a party of any condition or of any breach of any term, covenant, representation or warranty contained in this Agreement shall be effective unless in writing by ParentCo, in the case of a waiver by any Seller, or Purchaser, in the case of any waiver by Purchaser, and no waiver in any one or more instances shall be deemed to be a further or continuing waiver of any

such condition or breach of other instances or a waiver of any other condition or breach of any other term, covenant, representation or warranty.

13.5 Electronic Delivery; Counterparts. This Agreement and any signed agreement or instrument entered into in connection with this Agreement, and any amendments hereto or thereto, may be executed in one or more counterparts, all of which shall constitute one and the same instrument. Any such counterpart, to the extent delivered by means of a facsimile machine or by .pdf, .tif, .gif, .peg or similar attachment to electronic mail (any such delivery, an "Electronic Delivery") shall be treated in all manner and respects as an original executed counterpart and shall be considered to have the same binding legal effect as if it were the original signed version thereof delivered in person. At the request of any party hereto, each other party hereto or thereto shall re-execute the original form of this Agreement and deliver such form to all other parties. No party hereto shall raise the use of Electronic Delivery to deliver a signature or the fact that any signature or agreement or instrument was transmitted or communicated through the use of Electronic Delivery as a defense to the formation of a contract, and each such party forever waives any such defense, except to the extent such defense relates to lack of authenticity.

13.6 Headings. The headings preceding the text of the Articles and Sections of this Agreement and the Exhibits and the Schedules are for convenience only and shall not be deemed part of this Agreement.

13.7 Submission to Jurisdiction. THE PARTIES HEREBY AGREE THAT ANY AND ALL CLAIMS, ACTIONS, CAUSES OF ACTION, SUITS, AND PROCEEDINGS RELATING TO THIS AGREEMENT OR THE OTHER AGREEMENTS CONTEMPLATED HEREIN SHALL BE FILED AND MAINTAINED ONLY IN THE BANKRUPTCY COURT, AND THE PARTIES HEREBY CONSENT TO THE JURISDICTION OF SUCH COURT.

13.8 Governing Law. This Agreement shall be governed by and construed in accordance with the laws of the State of Delaware (regardless of the laws that might otherwise govern under applicable Delaware principles of conflicts of law) as to all matters, including but not limited to matters of validity, construction, effect, performance and remedies.

13.9 Binding Nature; Assignment. This Agreement shall be binding upon and inure to the benefit of the parties hereto and their respective successors and permitted assigns, but neither this Agreement nor any of the rights, interests or obligations hereunder shall be assigned by any of the parties hereto without prior written consent of the other parties (which shall not be unreasonably withheld or delayed); except (i) that Purchaser may assign any of its rights and obligations hereunder to any Affiliate or Subsidiary of Purchaser (whether wholly owned or otherwise) or to its lender and, following the Closing, in whole or in part to any successor-in-interest to any Person acquiring all or any portion of the Business or the Acquired Assets; (ii) the rights and interests of Sellers hereunder may be assigned to a trustee appointed under Chapter 11 or Chapter 7 of the Bankruptcy Code; (iii) this Agreement may be assigned to any entity appointed as a successor to Sellers pursuant to a confirmed Chapter 11 plan; and (iv) as otherwise provided in this Agreement. Sellers hereby agree that Purchaser may grant a security interest in its rights and interests hereunder to its lenders, and Sellers will sign a consent with respect thereto if so requested by Purchaser or its lender, and that the terms of this

Agreement shall be binding upon any subsequent trustee appointed under Chapter 11 or Chapter 7 of the Bankruptcy Code.

13.10 No Third Party Beneficiaries. This Agreement is solely for the benefit of the parties hereto and nothing contained herein, express or implied, is intended to confer on any Person other than the parties hereto or their successors and permitted assigns, any rights, remedies, obligations, Claims, or causes of action under or by reason of this Agreement.

13.11 Construction. The language used in this Agreement will be deemed to be the language chosen by the parties to this Agreement to express their mutual intent, and no rule of strict construction shall be applied against any party. Any reference to any federal, state, local or foreign statute or law shall be deemed also to refer to all rules and Regulations promulgated thereunder, unless the context requires otherwise.

13.12 Public Announcements. Except as required by law or in connection with the Chapter 11 Cases, neither Sellers nor Purchaser shall issue any press release or public announcement concerning this Agreement or the transactions contemplated hereby without obtaining the prior written approval of the other parties hereto relating to the contents and manner of presentation and publication thereof, which approval will not be unreasonably withheld, delayed or conditioned. Prior to making any public disclosure required by applicable law, the disclosing parties shall give the other party a copy of the proposed disclosure and reasonable opportunity to comment on the same. Notwithstanding the foregoing, Purchaser shall not be restricted from making any public announcements or issuing any press releases after the Closing.

13.13 Entire Understanding. This Agreement, the Exhibits and the Schedules set forth the entire agreement and understanding of the parties hereto in respect to the transactions contemplated hereby and the Agreement, the Exhibits and the Schedules supersede all prior agreements, arrangements and understandings relating to the subject matter hereof and are not intended to confer upon any other Person any rights or remedies hereunder.

13.14 Closing Actions. All deliveries, payments and other transactions and documents relating to the Closing shall be interdependent, and none shall be effective unless and until all are effective (except to the extent that the party entitled to the benefit thereof has waived satisfaction or performance thereof as a condition precedent to the Closing).

13.15 Conflict Between Transaction Documents. The parties hereto agree and acknowledge that to the extent any terms and provisions of this Agreement are in any way inconsistent with or in conflict with any term, condition or provision of any other agreement or document referred to herein, this Agreement shall govern and control.

13.16 No Survival. The representations and warranties of Sellers and Purchaser contained in this Agreement or in any instrument delivered in connection herewith shall not survive the Closing.

13.17 Finalizing Schedules. Notwithstanding anything to the contrary, Purchaser and Sellers acknowledge that as of the date of this Agreement, the Schedules have not been finalized. Sellers hereby agree and acknowledge that Purchaser may terminate this Agreement pursuant to

Section 11.1(m) if it is not satisfied in its sole discretion with the contents of the Schedules at any time prior to the later of (a) the Deadline Date and (b) two (2) business days after Purchaser's receipt of the Schedules. Sellers agree to provide Purchaser with a final draft of the Schedules within ten (10) days after the date hereof.

* * * * *

IN WITNESS WHEREOF, the parties hereto have caused this Asset Purchase Agreement to be executed and delivered on the date first above written.

PURCHASER:

FRS HOLDING CORP.

By: Michael Laisure
Name: Michael Laisure
Its: CEO & President

SELLERS:

FLUID ROUTING SOLUTIONS
INTERMEDIATE HOLDING CORP.

By: _____
Name:
Title:

FLUID ROUTING SOLUTIONS, INC.

By: _____
Name:
Title:

FLUID ROUTING SOLUTIONS AUTOMOTIVE,
LLC

By: _____
Name:
Title:

DETROIT FUEL, INC.

By: _____
Name:
Title:

IN WITNESS WHEREOF, the parties hereto have caused this Asset Purchase Agreement to be executed and delivered on the date first above written.

PURCHASER:

FRS HOLDING CORP.

By: _____
Name: _____
Its: Vice President

SELLERS:

FLUID ROUTING SOLUTIONS
INTERMEDIATE HOLDING CORP.

By: John C. Carson
Name: JOHN C. CARSON
Title: CFO

FLUID ROUTING SOLUTIONS, INC.

By: John C. Carson
Name: JOHN C. CARSON
Title: CFO

FLUID ROUTING SOLUTIONS AUTOMOTIVE,
LLC

By: John C. Carson
Name: JOHN C. CARSON
Title: CFO

DETROIT FUEL, INC.

By: John C. Carson
Name: JOHN C. CARSON
Title: CFO