

**Exhibit A**

**Interim Financing Agreement**

## **INTERIM AGREEMENT**

**INTERIM AGREEMENT** (the "Agreement"), dated as of March 31, 2009, by and among Fluid Routing Solutions, Inc., a Delaware corporation ("Newco 2" or the "Debtor" and together with its subsidiaries, the "Debtors"), the DIP Lender (as defined below), Ford Motor Company ("Ford"), General Motors Corporation ("GM") and Chrysler LLC, on behalf of itself and Chrysler Motors LLC ("Chrysler LLC"), and Chrysler Canada Inc. ("Chrysler Canada" and together with Chrysler LLC, "Chrysler" and together with Ford and GM, the "Customer Group"). Each of Ford, GM and Chrysler may individually be referred to herein as a "Customer".

**WHEREAS**, on February 6, 2009 (the "Petition Date"), the Debtors and Fluid Routing Solutions Intermediate Holding Corp. ("Parent") commenced Chapter 11 Case Nos. 09-10384 through 09-10387 (together, the "Chapter 11 Cases") by filing voluntary petitions for reorganization under the Bankruptcy Code, with the United States Bankruptcy Court for the District of Delaware (the "Bankruptcy Court");

**WHEREAS**, also on the Petition Date, the Debtors and Parent entered into that certain Credit Agreement, by and among the lenders identified on the signature pages thereto, Sun Fluid Routing Finance, LLC, a Delaware limited liability company, as administrative agent for the lenders ("Sun Finance"), the Debtors and Parent, for purposes of Sections 5 and 6 thereof (the "DIP Facility");

**WHEREAS**, on February 27, 2009, Sun Finance assigned all of its rights and obligations as administrative agent and as a lender under the DIP Facility to FRS Holding Corp., a Delaware corporation (solely in its capacity as administrative agent under the DIP Facility, the "DIP Lender");

**WHEREAS**, on March 27, 2009 (the "Closing Date"), FRS sold certain of its assets to FRS Holding Corp. (solely in such capacity as purchaser of such assets, "Newco 1"), and the Customer Group and the DIP Lender desire to set forth the terms and conditions surrounding the operations of Newco 2 following such sale;

**WHEREAS**, the Customer Group, through BBK Ltd. as its designated Customer DIP administrative agent (the "Customer DIP Administrative Agent"), desires to make certain financial accommodations available to Newco 2 as provided herein (the "Customer DIP") for purposes of funding its post-Closing Date operations as soon as reasonably practicable; and

**WHEREAS**, for a period of time, the DIP Lender is willing to consent to Newco 2's use of certain amounts of cash collateral as more fully described herein.

**NOW, THEREFORE**, for good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, each party hereto agrees as follows:

- 1) **General Description.** Following the Closing Date, Newco 2's operations will consist of the manufacturing facility in Easley, South Carolina ("Easley") and the corporate and administrative staff located near Detroit, Michigan, including professionals retained by the Debtors. In addition to the fluid and power steering manufacturing operations, Newco 2 shall be responsible for all ongoing activities and administration of the Debtors and their assets and liabilities while in Chapter 11 bankruptcy.

- 2) **Pre-Customer DIP Approval Date Financing.** Notwithstanding anything otherwise contained herein, from the Closing Date until the Customer DIP Approval Date (used herein as defined below), the DIP Lender hereby agrees and consents to Newco 2's use of its cash in an amount not to exceed \$700,000 (without taking into account the amount of any repayment) (the "Cash Collateral") only to the extent that such Cash Collateral is used for payment of payroll and raw materials. Further, to the extent that any Cash Collateral is used by Newco 2, all amounts received by Newco 2 on or after the Closing Date shall first be applied to repay the amount of any Cash Collateral used until such amount is paid in full in cash. If the Customer DIP is approved by the Bankruptcy Court on or prior to the Customer DIP Approval Date, the Customer Group shall immediately make a loan to Newco 2 through the Customer DIP Administrative Agent under the Customer DIP in the amount of any Cash Collateral used by Newco 2 and not previously repaid to the DIP Lender, and Newco 2 agrees to immediately repay the DIP Lender with the proceeds of such Customer DIP loans in the amount of the unpaid Cash Collateral. If the Customer DIP is not approved on or prior to the Customer DIP Approval Date and the Customer Group does not make alternative funding to Newco 2 as necessary to maintain the Customer Group's obligations hereunder and to provide for the repayment of the Cash Collateral in full in cash in accordance with the terms hereof (such alternative financing to be subject to the DIP Lender's approval in its reasonable discretion), the Customer Group hereby agrees to immediately pay to Newco 2 (in the following order): (a) 100% of the Prepetition Amounts (as defined below), (b) 100% of the PostPetition, PreSale Amounts (as defined below), (c) 100% of the PostSale Amounts (as defined below), and (d) 100% of the market value of Newco 2's useable and merchantable raw material and work-in-progress inventory on hand on the Closing Date, in each case, without consideration for further setoff, recoupment, claims, or rights (and Newco 2 agrees to immediately pay such amounts to DIP Lender), until the amount of such Cash Collateral used by Newco 2 is repaid in full, without interest, in cash; provided, that, to the extent the Customer Group purchases inventory from Newco 2 pursuant to clause (d) of this sentence, the Customer Group shall receive title to such inventory free and clear of all liens and encumbrances; provided, further, for the avoidance of doubt, the repayment in full of the Cash Collateral shall not release the Customer Group from its obligation to pay the Prepetition Amounts pursuant to Section 4(a) hereof, the PostPetition, PreSale Amounts pursuant to Section 4(b) hereof, the PostSale Amounts pursuant to Section 5 hereof or any amounts pursuant to Section 6 hereof in accordance with the terms of those provisions. In the event of any conflict between this Section 2 and the balance of the Agreement, the terms and provisions of this Section 2 shall control.
- 3) **Newco 2 Financing.** The Customer Group hereby agrees to provide the Customer DIP for Newco 2 sufficient to pay the operations and administration of the Debtors from the date that is one week after the Closing Date (the "Customer DIP Approval Date") to the earlier of: (i) the closing of the sale of the assets of Newco 2; and (ii) the completion of resourcing by the Customer Group. Subject to the terms of this Agreement, the Customer DIP will be secured by: (a) a first and senior lien on all: (i) inventory on hand on the Closing Date loaned against using the proceeds of the Customer DIP pursuant to Section 6 hereof, but only to the extent that the DIP Lender is repaid with such proceeds, and accounts of Newco 2 created after the Closing Date, which for the avoidance of doubt, shall not include accounts that constitute Prepetition Amounts or PostPetition PreSale Amounts (each as hereinafter defined); and (ii) all other assets of Newco 2 acquired after the Closing Date other than proceeds or new assets acquired from proceeds of assets in existence on the Closing Date (collectively the "Customer First Lien Assets"); and (b) a lien on all other assets of the Debtors (other than causes of action

of the Debtors) junior and subordinate to the DIP Lender's senior and first priority lien on such assets; provided, that the Customer Group's lien in the Customer First Lien Assets shall be junior and subordinate to the liens of the DIP Lender in such assets until the Cash Collateral has been repaid in full in cash to the DIP Lender in accordance with Section 2. The DIP Lender shall have a second and subordinated lien in the Customer First Lien Assets to the extent the Customer Group has a lien in such assets pursuant to the terms hereof, subject to the preceding sentence.

- a) The Customer Group agrees to fund Newco 2 through the Customer DIP in accordance with an agreed upon budget as amended from time to time with the Customer Group's consent (the "Budget") (subject to a variance to be agreed upon), which has been approved by the Bankruptcy Court, including all amendments thereto, and which shall provide for all administrative claims of Newco 2 to be paid in accordance with the Budget. For clarity, the Customer Group has no obligation to fund expenses that exceed the amounts provided in the Budget.
  - b) Newco 2 shall confirm the weekly funding amounts on each Wednesday and the Customer Group shall loan or make such payments on each Friday for the following week's budgeted disbursements.
  - c) Interest on loans made pursuant to the Customer DIP shall be payable by Newco 2 at a fixed 15% annual interest rate payable in kind and added to the principal amount of the loan.
  - d) Newco 2 shall provide weekly variance reporting and a revised rolling 13 week cash flow forecast to the Customer Group and the DIP Lender (until the DIP Facility is paid in full in cash) on Wednesday for the previous week's actual activity.
  - e) Subject to Sections 2 and this Section 3, all amounts received by Newco 2 other than with respect to the Customer First Lien Assets and the proceeds thereof, shall first be applied to repay the DIP Lender until the DIP Facility is paid in full in cash and thereafter paid to the Customer Group, subject to the carve-out set forth in Section 11, until the Customer DIP is paid in full.
  - f) Newco 2 agrees to use commercially reasonable efforts to obtain surcharges from its customers, other than the Customer Group and suppliers to the Customer Group as agreed upon by the Customer Group, in an amount acceptable to the Customer Group and Newco 2.
- 4) Payment of Outstanding Accounts Receivable for Component Parts Delivered Prior to Closing Date.**
- a) Subject to Section 2, for bona fide accounts receivable due and owing from each Customer as of the Petition Date for component parts ("Component Parts") delivered prior to the Petition Date (the "Prepetition Amounts"), each Customer agrees to pay, in full satisfaction of the Prepetition Amounts, 85% of the Prepetition Amounts within five (5) business days following the Closing Date without consideration for further setoff, recoupment, claims, or rights; provided, however, nothing herein shall constitute a waiver or release by any Customer of its setoff or recoupment rights or other rights or claims against the Debtor

except with respect to such Prepetition Amounts. Newco 2 agrees to immediately pay all proceeds received on account of Prepetition Amounts to the DIP Lender until the DIP Facility is paid in full in cash. In the event there is a dispute between Debtor and a Customer as to the Prepetition Amounts, such Customer agrees to pay the undisputed portion of the amounts as set forth above and the parties agree to work in good faith to reconcile their accounts with the Customer paying any remaining Prepetition Amounts, within ten days after reconciliation of the disputed amounts. The Bankruptcy Court shall retain jurisdiction to hear any dispute on an expedited basis. Each Customer and Debtor shall commence negotiations in good faith to reconcile any disputed accounts existing as of the date hereof. Each Customer's payment of the Prepetition Amounts shall be applied in accordance with the Schedule attached hereto as Schedule A.

- b) Subject to Section 2, for unpaid bona fide accounts receivable due and owing to Newco 2 from each Customer for Component Parts delivered after the Petition Date, but before the Closing Date (the "PostPetition, PreSale Amounts"), each Customer hereby agrees to pay in full satisfaction of its PostPetition, PreSale Amounts, 85% of the Postpetition, Presale Amounts within twenty-one calendar days following the Closing Date, without consideration for further setoff, recoupment, claims, or rights; provided, however, nothing herein shall constitute a waiver or release by any Customer of its setoff or recoupment rights or other rights or claims against the Debtor except with respect to such PostPetition PreSale Amounts. Newco 2 agrees shall immediately pay all proceeds received on account of PostPetition, PreSale Amounts to the DIP Lender until the DIP Facility is paid in full in cash. In the event there is a dispute between Debtor and a Customer as to the PostPetition, PreSale Amounts, the Customer agrees to pay the undisputed portion of the amounts as set forth above and the parties agree to work in good faith to reconcile their accounts with the Customer paying any remaining PostPetition, PreSale Amounts, within ten days after reconciliation of the disputed amounts. The Bankruptcy Court shall retain jurisdiction to hear any dispute on an expedited basis. Each Customer and Debtor shall commence negotiations in good faith to reconcile any disputed accounts existing as of the date hereof.

**5) Payment of Account Receivable Due for Newco 2 Component Parts Delivered After Closing of the Sale of Newco 1.**

- a) Subject to Section 2, for Component Parts manufactured by Newco 2 and delivered to a Customer after the Closing Date, the Customer hereby agrees to pay 95% of the purchase order price (the "Discount Price") on an expedited basis of at least the equivalent of an average eight days of sales outstanding, during the period following the Closing Date (the "PostSale Amounts"). Each Customer's payment of the PostSale Amounts shall be applied to Newco 2 in accordance with pertinent shipment and billing information and shall be appropriately accounted for and reflected on any and all agreed upon budgets for purposes of this Agreement and the DIP Facility.
- b) Subject to Section 2, the parties hereto hereby agree that payment of the Discount Price shall be payment in full for such finished goods. The parties hereto further agree that no additional set off, recoupments, or reductions for claims or rights will be made from the PostSale Amounts; provided, however, nothing herein shall constitute a waiver or release by any Customer of its setoff or recoupment rights or other rights or claims against the Debtor except with respect to the PostSale Amounts.

- 6) **Payment of Inventory.** Upon approval of the Customer DIP, the Customer Group hereby agrees to make a loan to Newco 2 under the Customer DIP in the amount of 100% (without set off) of the cost of Newco 2's useable and merchantable raw material and work-in-progress inventory on hand on the Closing Date (the "Inventory Proceeds"). Newco 2 hereby agrees to immediately pay such Inventory Proceeds to the DIP Lender for application to the outstanding amounts under the DIP Facility. The amounts loaned by the Customer Group pursuant to this Section 6 shall be applied as a credit against the Discount Price, subject to repayment of the Cash Collateral pursuant to Section 2.
- 7) **Payment of Outstanding Tooling Invoices/Reimbursements.** The Customer Group hereby agrees to pay to Newco 2, 100% (without set off) of Newco 2's outstanding, bona fide, undisputed tooling invoices and reimbursements, within 21 days following the Closing Date, subject to verification of payment to tooling vendors and waiver of liens. In the event there is a dispute between the Customer Group and/or Newco, on the one hand, and a tooling vendor, on the other hand, the Customer Group and Newco 2 agree to work in good faith to reconcile such disputed amounts with the applicable tooling vendor, with the Customer paying any remaining tooling invoices within ten days after reconciliation of the disputed amounts. The Bankruptcy Court shall retain jurisdiction to hear any dispute on an expedited basis.
- 8) **Cooperation with Sale to YHA.** The Debtors hereby agree to engage in a sale process for the assets of Newco 2 following the Closing Date, subject to the following milestones: (i) execution of a binding asset purchase agreement acceptable to the Customer Group by April 20, 2009; (ii) court approval and closing of the sale by April 30, 2009. Notwithstanding the foregoing, to the extent such meeting has not already occurred, the Customer Group hereby agrees to meet with YHA America ("YHA") on or before April 13, 2009 to evaluate YHA as an acceptable buyer and to review the proposed terms under which YHA will produce component parts for the Customer Group. In the event the Customer Group advises Newco 2 in writing following such meeting that YHA is not acceptable to the Customer Group, then the Customer Group shall have no further obligation to provide funding to Newco 2 under the Customer DIP, subject to repayment of the Cash Collateral pursuant to Section 2. Subject to Section 2, net cash proceeds from the sale of the Easley manufacturing assets and operations shall be used to repay any loan amounts outstanding in accordance with Section 3.
- 9) **Cooperation with Re-Sourcing Planning.** Newco 2 hereby agrees to continue to assist the Customer Group and its advisors on contingency planning for the re-sourcing of Easley manufacturing processes to third party suppliers in the event that a sale of YHA or other party is not consummated within the agreed upon milestones set forth in Section 8 hereof. Newco 2 shall permit alternative suppliers to inspect tooling and production set-up during normal working hours, expedite tooling audits and provide access to employees, operations, books, records (including tool/part prints, tool/part drawing and other documents) and any other documents necessary for customers to resource their production. In no event shall Newco 2 transfer intellectual property or other assets to a third party as long as discussions with YHA continue towards a closing. The Customer Group agrees that no implementation of re-sourcing, other than specific re-sourcing agreed upon in writing by Newco 2, will occur unless a binding purchase agreement is not entered into by April 20 and, if a binding agreement has been executed, a closing does not occur by April 30, 2009 or, alternatively, a notice of termination of sale process has been provided in accordance with Section 8 hereof. In conjunction with re-sourcing, and upon entry of a Bankruptcy Court order authorizing the sale, the Customer Group and/or a third party supplier will have the option to purchase machinery,

equipment, Newco-owned tooling and intellectual property at current orderly liquidation value. The Customer Group agrees it will not credit bid for any assets subject to the first priority and senior lien of the DIP Lender until the Cash Collateral and the DIP Facility have been paid in full in cash.

- 10) **Cooperation with Bank Build.** Newco 2 hereby agrees to continue to assist the Customer Group in analyzing the costs and timeline for a bank build of parts. Newco 2 will provide a bank build plan by April 2, commence production of an 8 week inventory bank build for the Customer Group ("Bank Build") by April 6 and complete the Bank Build by May 30, 2009. To the extent that funding for the procurement of product for the Bank Build is in excess of the Budget, each Customer may pay directly to the vendors of Newco 2 for such raw materials and may take a corresponding allowed set-off for such raw materials. Newco 2 and the Customer Group shall agree on the schedule for the Bank Build and corresponding costs prior to the implementation of the Bank Build.
- 11) **Carve-Out for Certain Administrative Expenses.** Solely to the extent the DIP Facility has been paid in full, Newco 2 and the Customer Group hereby agree that recoveries from certain assets shall be excluded from the Budget and will be utilized by the Debtors to fund accrued but unpaid administrative expenses. Such excluded assets include (a) the Detroit, Michigan real estate property, (b) refunds such as from the Debtors' insurance policies or income taxes, (c) deposits such as from Wells Fargo Foothill and the Debtors' segregated utility and other accounts, (d) cash collateralization of the Debtors' workers compensation letters of credit, and (e) the Easley, South Carolina real property (collectively, the "Excluded Assets"). Any cash remaining with the Debtors' upon final settlement of all such administrative claims of the estates shall be used to repay amounts outstanding in accordance with the terms of the Customer DIP. Administrative expenses incurred by Newco 2 after the Closing Date shall be funded by the Budget.
- 12) **Auto Supplier Support Program.** With respect to accounts receivable owed by Chrysler, Newco 2 hereby agrees to use commercially reasonable efforts to enroll into the auto supplier support program as established by the U.S. federal government and/or Chrysler (the "Auto Supplier Support Program") as soon as such program is made available to Newco 2 by Chrysler, and Newco 2 hereby agrees, to the extent it is eligible for and accepted into the Auto Supplier Support Program, to comply with the general terms governing such program for all suppliers so enrolling; provided, that Newco 2 shall not be obligated to participate in the Auto Supplier Support Program if the economic terms of such program (as reasonably determined by Newco 2, the DIP Lender and the other Customers), when taken as a whole, are less advantageous than those terms described in this Agreement unless Chrysler compensates Newco 2 through surcharges or otherwise such that the terms of the Auto Supplier Support Program (as reasonably determined by Newco 2, the DIP Lender and the other Customers) are the same as or better than those set forth in this Agreement. In the event that Newco 2 fails to use commercially reasonable efforts to enroll into the Auto Supplier Support Program once made available to Newco 2 by Chrysler, Chrysler shall be relieved from any obligation to provide the Customer DIP as described herein (it being understood that Chrysler (a) shall still be obligated to pay the Prepetition Amounts and PostPetition, PreSale Amounts at the rate required in this Agreement, (b) shall still be obligated to pay the receivables of Newco 2 in accordance with the purchase orders governing such receivables, (c) shall not be entitled to any discounts under Section 5 hereof, and (d) shall not be entitled to the benefits of Sections 8, 9, or 10 hereof). Notwithstanding the foregoing, nothing in this Section 12 shall relieve Chrysler

from its obligations under Section 2 of this Agreement with respect to the repayment of unpaid Cash Collateral. Chrysler hereby agrees to pay any fees associated with Newco 2's enrollment in the Auto Supplier Support Program with respect to Chrysler through Chrysler's portion of the Customer DIP or by paying to Newco 2 a surcharge fee. Further, in no event shall Newco 2's participation in the Auto Supplier Support Program affect or further subordinate or prime the DIP Lender's liens under the DIP Facility and the priorities established under Section 3 hereof; provided, that to the extent that Newco 2's participation in the Auto Supplier Support Program would affect or further subordinate or prime the DIP Lender's liens under DIP Facility and the priorities established under Section 3 hereof, than Newco 2 shall be not be obligated to participate in such Auto Supplier Support Program.

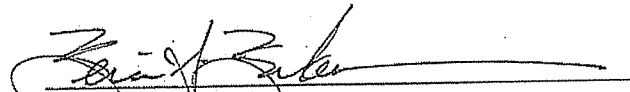
- 13) **Effectiveness.** This Agreement shall be binding and deemed effective when executed by each of the parties hereto.
- 14) **Section Headings.** Headings and section numbers have been set forth herein for convenience only.
- 15) **Interpretation.** Neither this Agreement nor any uncertainty or ambiguity herein shall be construed against the DIP Lender, whether under any rule of construction or otherwise. On the contrary, this Agreement has been reviewed by all parties and shall be construed and interpreted according to the ordinary meaning of the words used so as to accomplish fairly the purposes and intentions of all parties hereto.
- 16) **Severability of Provisions.** Each provision of this Agreement shall be severable from every other provision of this Agreement for the purpose of determining the legal enforceability of any specific provision.
- 17) **Governing Law.** THIS AGREEMENT SHALL BE CONSTRUED IN ACCORDANCE WITH AND GOVERNED BY THE LAWS OF THE STATE OF NEW YORK. EACH PARTY HERETO AGREES THAT THE BANKRUPTCY COURT ADMINISTERING THE CHAPTER 11 CASES SHALL BE THE FORUM FOR ALL DISPUTES UNDER THIS AGREEMENT.
- 18) **Assignment; Successors.** This Agreement shall bind and inure to the benefit of the respective successors and assigns of each of the parties; provided, this Agreement may not be assigned by any party hereto without the prior written consent of the other parties hereto, not to be unreasonably withheld.
- 19) **Counterparts; Electronic Execution.** This Agreement may be executed in any number of counterparts and by different parties on separate counterparts, each of which, when executed and delivered, shall be deemed to be an original, and all of which, when taken together, shall constitute but one and the same Agreement. Delivery of an executed counterpart of this Agreement by telefacsimile or other electronic method of transmission shall be equally as effective as delivery of an original executed counterpart of this Agreement.

[Signature page follows.]



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

FLUID ROUTING SOLUTIONS, INC.

By:   
Name: Kevin A. Krakora  
Title: Chief Restructuring Officer


FRS HOLDING CORP.

By: 

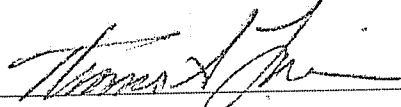
Name: David A. Blechman

Title: Vice President and Assistant Secretary

FORD MOTOR COMPANY

By:  30-MARCH-2009  
Name: JAY MOORE  
Title: SENIOR PURCHASING MANAGER

GENERAL MOTORS CORPORATION

By:   
Name: TOM LINN  
Title: DIRECTOR - GPSC. GM.

CHRYSLER LLC, ON BEHALF OF ITSELF AND  
CHRYSLER MOTORS LLC

By:                     Matt Balde                    

Name: Matt Baldwin

Title: Sr. Mgr. - Supplier Relations

CHRYSLER CANADA INC.

By: \_\_\_\_\_

Name:

Title:

CHRYSLER LLC, ON BEHALF OF ITSELF AND  
CHRYSLER MOTORS LLC

By: \_\_\_\_\_  
Name:  
Title:

*KSK*

CHRYSLER CANADA INC.

By: Gretchen Sonego  
Name: Gretchen SONEGO  
Title: Authorized Signatory

*KSK*

**Schedule A**

[See attached.]

## **Exhibit A**

### **ACKNOWLEDGMENT**

Toyota Engineering & Manufacturing North America, Inc., on behalf of itself and its subsidiaries and affiliates ("Toyota"), hereby agrees that for the purposes of Section 4 of the Interim Agreement dated as of March \_\_, 2009, by and among by Fluid Routing Solutions, Inc., a Delaware corporation, the DIP Lender (as defined therein), Ford Motor Company, General Motors Corporation and Chrysler LLC, on behalf of itself and Chrysler Motors LLC, and Chrysler Canada Inc., to which this Acknowledgment is attached as Exhibit A (the "Interim Agreement"), Toyota shall be deemed to be a Customer and hereby agrees (a) to pay the amounts set forth in Section 4 of the Interim Agreement in accordance with the terms provided therein and (b) to comply with all obligations of a Customer as provided in Section 4 of the Interim Agreement. Capitalized terms not otherwise defined herein shall have the meanings assigned to them in the Interim Agreement.

[Signature page follows.]



IN WITNESS WHEREOF, the undersigned has caused this Acknowledgment to be executed and delivered as of March 30, 2009.

TOYOTA MOTOR ENGINEERING &  
MANUFACTURING NORTH AMERICA, INC.

By: Patrick D Allen  
Name: PATRICK D ALLEN  
Title: MANAGER, PURCHASING