

THIS TERM SHEET IS NOT A SOLICITATION TO VOTE ON A PLAN OF REORGANIZATION OF PLASTECH ENGINEERED PRODUCTS, INC. OR ANY OF ITS DEBTOR SUBSIDIARIES.

**JULIE N. BROWN, JAMES A. BROWN**

**STEERING COMMITTEE OF FIRST LIEN TERM LOAN LENDERS**

**SETTLEMENT TERM SHEET**

**JUNE 18, 2008**

This Settlement Term Sheet (this "Term Sheet") is by and among Julie N. Brown ("Brown"), James A. Brown (together with Brown, the "Browns"), and the Steering Committee of First Lien Term Loan Lenders (the "Steering Committee") comprising Requisite Lenders under (i) the First Lien Term Loan Credit and Guaranty Agreement dated as of February 17, 2007 (the "First Lien Term Loan Credit Agreement") among Plastech Engineered Products, Inc. ("Plastech"), as Borrower, and Certain Subsidiaries of Plastech (collectively, with Plastech, the "Debtors"), as Guarantors, various lenders from time to time (the "First Lien Term Loan Lenders") and Goldman Sachs Credit Partners, L.P., as Lead Arranger, Syndication Agent, Administrative Agent, and Collateral Agent (the "First Lien Agent"), and (ii) the Second Lien Term Loan Credit and Guaranty Agreement dated as of February 17, 2007 (the "Second Lien Term Loan Credit Agreement") among Plastech, as Borrower, and Certain Subsidiaries of Plastech, as Guarantors, various lenders from time to time (the "Second Lien Term Loan Lenders" and, collectively with the First Lien Term Loan Lenders, the "Term Lenders"), Goldman Sachs Credit Partners, L.P., as Lead Arranger and Syndication Agent, and The Bank of New York, as Administrative Agent and Collateral Agent (the "Second Lien Agent" and, together with the First Lien Agent, the "Agents").

On February 1, 2008, Plastech and certain of its subsidiaries filed voluntary petitions under chapter 11 of title 11 of the United States Code (the "Bankruptcy Code") in the United States Bankruptcy Court for the Eastern District of Michigan, Southern Division (the "Bankruptcy Court"). The Steering Committee and certain other parties in interest in the Debtors' chapter 11 cases (the "Bankruptcy Cases") have engaged in negotiations and reached, or anticipate reaching, certain agreements with respect to the disposition of the assets in the Debtors' estates, including (i) the acquisition of the Company's interior and under hood components manufacturing business by a company ("Newco") to be jointly owned by Johnson Controls, Inc. ("JCI"), the First Lien Term Loan Lenders and the Second Lien Term Loan Lenders (the "Interiors Acquisition") in a sale by the Company under Section 363 of title 11 of the United States Code (the "Bankruptcy Code") and (ii) the purchase and sale of the Exteriors Business by Decoma International Corp. ("Decoma") in a sale by the Company under Section 363 of the Bankruptcy Code (the "Exteriors Sale" and, together with the Interiors Acquisition, the "Sale Transactions").

In order to facilitate the consummation of the foregoing agreements, the Steering Committee and Brown have engaged in negotiations regarding the settlement of claims that the Browns and their family members and non-Debtor entities controlled by Brown, James A. Brown and/or their family members (the "Brown Entities") have alleged or may allege against the Debtors' estates, JCI, General Motors Corporation ("GM"), Ford Motor Company ("Ford"), and Chrysler, LLC ("Chrysler") and that the First Lien Lenders and Second Lien Lenders have alleged or may allege against the Browns, their family members and/or the Brown Entities. Brown and the Steering Committee have determined to resolve certain potential intercreditor disputes as set forth in this Term Sheet. The terms and conditions herein shall be reflected in the definitive documentation relating to the Interiors Acquisition, the Exteriors Sale and/or a stand-alone motion pursuant to Federal Rule of Bankruptcy Procedure 9019. Notwithstanding the requirement for definitive documentation, the Browns and the Steering Committee agree, as of the date hereof, to be fully bound by the terms and conditions hereof.

**Brown Sale Fee:**

In consideration for her facilitation of the Interiors Acquisition, upon the closing of the Interiors Acquisition, Brown shall be entitled to receive from Newco (or one of its subsidiaries) a sale fee of \$9.25 million (the "Sale Fee"). The Sale Fee shall be fully earned at closing, but shall be paid in five equal annual installments, with the first installment to be paid on the closing date of the Interiors Acquisition and subsequent installments to be paid on the anniversary of the closing date of the Interiors Acquisition.

**Plastech Holding Company  
Properties:**

Plastech Holding Company ("PHC") will retain ownership of all its properties: the Arizona residences, the Rhode Island residence, and the manufacturing facilities located in Romulus (the "Romulus I Facility"), Kentwood (the "Kentwood Facility") and Caro (the "Caro Facility").

In connection with the Interiors Acquisition, Newco will assume the leases for the Romulus I Facility and the Kentwood Facility subject to the following amendments and modifications:

- The lease term for each facility will be extended to the date that is six (6) years from closing of the Interiors Acquisition (the "Extended Lease Term");
- The lease for each facility will be guaranteed by JCI for the Extended Lease Term
- Base rent for each facility will be reduced as follows:
  - The base rent for the Romulus I Facility will be reduced to \$5.35 per square foot on a triple net basis subject to CPI adjustments;
  - The base rent for the Kentwood Facility will be reduced to \$3.75 per square foot on a triple net basis subject to CPI adjustments.
- Newco (or JCI) will have a right of first refusal on any bona fide third party offer to purchase these facilities received by PHC during the lease term. At end of lease term, Newco (or JCI) will have an option to purchase each facility at fair market value (pursuant to agreed upon third party valuation process )

The lease for the Caro Facility will be included in the Interiors Acquisition, but the Caro Facility will be leased to Newco on a month-to-month basis after closing at a replacement lease rate to be negotiated.

There shall be no cure costs payable by Newco in connection with the assumption of the leases for the Romulus I Facility, the Kentwood Facility, or the Caro Facility.

**Cooperation with Sale Transactions:**

The Browns, all family members listed on Exhibit A and all Brown Entities (collectively, the "Brown Group") will cooperate fully with all aspects of (i) the Interiors Acquisition in order to accomplish a closing of the transaction no later than June 30, 2008, and (ii) the Exteriors Transaction in order to accomplish a closing no later than June 30, 2008. Such cooperation shall include support, as necessary, of motions and pleadings to shorten notice; unfettered diligence consistent with the on-going operation of the company, without further confidentiality

requirements and promptly upon the request of the Steering Committee, for JCI, the Steering Committee and the First Lien Agent; and unfettered access of Steering Committee to Plastech management for advice and information relating to Interiors and Exteriors businesses consistent with the on-going business of the company (including, without limitation, entry by the Steering Committee into short-term consulting arrangements with members of management for such purpose in the sole discretion of the Steering Committee).

Brown shall support the bid of Newco and the First Lien Agent for the Debtors' interiors business and the bid of Decoma and the First Lien Agent for the Debtors' exteriors business as the highest and best bids for those respective business units and shall support the foregoing bids, together with the prevailing bid for the Debtors' stampings business, as the highest and best bid as compared to any bid for all the Debtors' business units.

**Other Assets:**

Brown shall be entitled to retain the proceeds of the settlement of the T-Ink litigation, less a total of \$175,000 in legal fees and expenses to be reimbursed to the Debtors' estates. The proceeds of the T-Ink settlement shall be held in escrow until the later of (i) the closing of the Interiors Acquisition and (ii) the closing of the Exteriors Transaction.

**Other Businesses:**

Upon the closing of the proposed sale of certain assets associated with the Debtors' carpets business to BBi Enterprises, Inc. as determined at the auction on June 16, 2008, the Steering Committee shall direct the First Lien Agent to transfer the proceeds of such sale to Brown.

**Post Closing Estate Administration:**

Brown will support, including, without limitation, by taking necessary corporate action, the appointment of an estate representative selected by the Steering Committee and the Official Committee in consultation with the Debtors to wind down the cases and liquidate the Debtors' estates after the closing of the Interiors Acquisition and the Exteriors Sale. The estate representative shall have full authority with respect to the wind down of the Debtors' Bankruptcy Cases, including, without limitation, the formulation and proposal of a liquidating plan of reorganization, section 363 sales, the engagement and termination of estate professionals (subject to court approval) and any other actions necessary or desirable to wind down the Bankruptcy Cases and liquidate the estates.

**Brown Releases:**

Subject to Bankruptcy Court approval, the Debtors' estates shall release all claims arising from or relating to intercompany receivables or debts owing to or from Plastech Holding Corp. and Heritage Human Technologies. No claims relating to intercompany receivables from or other amounts asserted to be owed by Advanced Environmental Concepts ("AEC") to the Debtors, collectively or individually ("AEC Intercompany Amounts"), shall be released by the Debtors' estates and the Debtors' estates shall retain all such claims with respect to AEC.

Except as specifically provided above, the Debtors' estates and a majority of the Term Lenders shall release Brown, all Brown family members and the Brown Entities from (i) all claims relating to the period prior to February 1, 2006; (ii) all claims relating to the period from and after February 1, 2006 to the extent such claims (a) relate to

transactions set forth on Schedule 1 attached hereto, which has been provided by Brown; (b) relate to matters documented by W-2 forms from this period attached hereto as Schedule 2, which have been provided by Brown (collectively (a) and (b), the "Disclosed Transactions"), (c) arise under theories of breach of fiduciary duty, deepening insolvency, misrepresentation, self-dealing or other tort or contract claims, except to the extent that such claims relate to matters that resulted in payment or other pecuniary gain after February 1, 2006 that are not scheduled as Disclosed Transactions and (iii) all claims of any nature where the value of any such claim is less than \$150,000, provided, however, that the Browns, Brown family members and the Brown Entities shall not be released from any claim based upon fraud or willful misconduct.

The Browns represent and warrant that they have not, since February 1, 2006, received any direct or indirect payment or other financial benefit in connection with the Debtors' purchasing activity, whether from AEC or any other person or entity, except to the extent scheduled as Disclosed Transactions. The Browns further acknowledge that the foregoing representation is a material inducement to the Term Lenders' granting the releases set forth in this provision.

At the closing of the Interiors Acquisition, Term Lenders representing a majority of First Lien Term Loan Lenders and a majority of Second Lien Term Loan Lenders shall deliver releases to the Browns and the Brown Group, subject to clause (ii) in the "Estate and Other Releases" provision. The Term Lenders that are members of the Steering Committee as of the closing date shall grant the foregoing releases in their capacity as First Lien Term Loan Lenders and, if applicable, as Second Lien Term Loan Lenders.

**Goldman Claims**

Under no circumstances shall the obligations and undertakings of Brown or the Brown Group under this Term Sheet be conditioned on a release of any contribution claims, indemnification claims or cross-claims that have been asserted or may in the future be asserted by Goldman Sachs Credit Partners, L.P., in its capacity as Lead Arranger, Syndication Agent, Administrative Agent and Collateral Agent under the First Lien Term Loan Credit Agreement or in its capacity as Lead Arranger and Syndication Agent under the Second Lien Term Loan Credit Agreement against the Browns or any other officers or directors of the Debtors (the "Goldman Claims").

**Estate and Other Releases:**

Immediately upon the closing of the Interiors Transaction, the Brown Group, shall give general releases to (a) JCI in the form attached hereto as Exhibit B; and (b) to the Debtors' estates, the Steering Committee, the Term Lenders, from all pre- and post-petition claims, including, without limitation, lease rejection claims, except that (i) AEC shall not release and shall retain any claims it may have against the Debtors' estates with respect to intercompany receivables from or other amounts asserted to be owed to AEC by the Debtors' estates, (ii) the Brown Group shall not be required to release any Term Lender that does not itself grant a release as set forth above in the "Brown Releases" provision, and (iii) any Brown family member other than Julie N. Brown and James A. Brown may elect not to give a general release under this provision, in

which case any such family member will not receive a release from Debtors' estates or otherwise as set forth above in the "Brown Releases" provision, provided, however, that any Brown family member who wishes to receive a release must tender a release within 30 days of the date hereof.

The Browns shall deposit the foregoing releases into escrow one business day prior to the scheduled closing of the Interiors Acquisition, and all such releases shall be released from escrow automatically upon closing of the Interiors Acquisition.

The Brown Group shall also grant releases to GM, Ford and Chrysler to the extent that they receive mutual releases from such parties.

**Taxes:**

Under no circumstances shall Brown or any other member of the Brown Group seek from the Term Lenders, nor shall the Term Lenders have any duty to provide, any indemnity for any tax liability of Brown, the Brown Group or the Debtors' estates, arising from the Sale transactions or the other transactions contemplated herein.

*[signatures begin on the following page]*

**AGREED AND ACCEPTED IN ALL RESPECTS:**

STEERING COMMITTEE OF FIRST LIEN LENDERS

By its Co-Chairs

LEHMAN BROTHERS, INC.

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

Name:

Title: **Gregory L. Smith**

**Managing Director**  
ELLIOTT ASSOCIATES, L.P.

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

Name:

Title:

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

Name: JULIE N. BROWN

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

Name: JAMES A. BROWN

**AGREED AND ACCEPTED IN ALL RESPECTS:**

**STEERING COMMITTEE OF FIRST LIEN LENDERS**

By its Co-Chairs

LEHMAN BROTHERS, INC.

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

ELLIOTT ASSOCIATES, L.P.

By: Daniel J. Miller  
Name: Daniel J. Miller  
Title: Sr. Analyst

By: \_\_\_\_\_  
Name: JULIE N. BROWN

By: \_\_\_\_\_  
Name: JAMES A. BROWN

**AGREED AND ACCEPTED IN ALL RESPECTS:**

**STEERING COMMITTEE OF FIRST LIEN LENDERS**

**LEHMAN BROTHERS, INC., CO-CHAIR**

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

**ELLIOTT ASSOCIATES, L.P., CO-CHAIR**

By: \_\_\_\_\_  
Name: David Miller  
Title: Senior Analyst

By:  \_\_\_\_\_  
Name: JULIE N. BROWN

By:  \_\_\_\_\_  
Name: JAMES A. BROWN

**SUBJECT TO F.R.E. 408 AND  
SIMILAR STATE STATUTES**

Execution Version

**EXHIBIT A**

[Related Parties]

**PLASTECH ENGINEERED PRODUCTS, INC.  
LIST OF RELATED PARTY EMPLOYEES**

NAME	STATUS	POSITION/ROLES WITHIN THE COMPANY										ANNUAL SALARY	Hire Dates	Term Dates	Company Title
		COMPANY EXECUTIVE	OFFICER	DIRECTOR	OWNER	RELATIVE	RELATIONSHIP								
Barkley, Susan	ACTIVE					X				Sister-in-law		\$	09/13/93		Controller
Brown, Jim	ACTIVE	X				X				Husband		\$	11/01/99		Chief Operating Officer
Brown, Julie	ACTIVE	X	X		X							\$	05/08/89		CEO and President
Le, Tam	ACTIVE					X				Cousin		\$	09/19/94		Web Reporting Specialist
Nguyen, Andrew	ACTIVE					X				Brother		\$	03/19/90		Director, Web Systems
Nguyen, Eric	ACTIVE					X				Nephew		\$	10/18/04		Associate General Counsel
Nguyen, Hang Do	ACTIVE					X				Sister-in-law		\$	08/01/00		Commodity Manager
Nguyen, Michael	ACTIVE					X				Brother		\$	10/01/88		Facilities Engineer
Nguyen, Tai	ACTIVE				X	X				Brother		\$	01/13/92		Facilities Manager
Nguyen, Phuong	TERMED					X				Sister		\$	11/23/99	02/22/08	Administrative Assistant
Brown, Stephen Scott	N/A	N/A	N/A	N/A	N/A	X				Son		N/A	N/A		N/A
Brown, Angela Marie	N/A	N/A	N/A	N/A	N/A	X				Daughter		N/A	N/A		N/A

**REDACTED**

**PLASTECH ENGINEERED PRODUCTS, INC.  
EMPLOYEES INCLUDED ON JULIE BROWN'S W2  
FOR THE YEAR 2007**

NAME	STATUS	W2		RELATIVE	Term Dates	Current/Previous Company Title and Actual Function
		EARNINGS *				
Kreis, Alberto	ACTIVE	\$				Shipping & Receiving Clerk/Facilities Clerk/Driver
Whedon, John	ACTIVE	\$				Project Manager/Facilities Manager/Cook
Torres, Claudia	ACTIVE	\$				Administrative Support/Facilities Clerk/Housekeeper
Harper, Henrietta	ACTIVE	\$				Administrative Support/Facilities Clerk/Housekeeper
Nguyen, Phuong	TERMED	\$		X	02/22/08	Administrative Assistant/Facilities Clerk/Restaurant Owner

\*NOTE: Represents the amounts that were added to Julie Brown's W2 as compensation for 2007.

**SUBJECT TO F.R.E. 408 AND  
SIMILAR STATE STATUTES**

Execution Version

**EXHIBIT B**

[Form of JCI Release]

**EXHIBIT 8.8 OF THE APA**

6/19/08 DRAFT

**RELEASE (JULIE NGUYEN BROWN)**

THIS RELEASE, the effective date of which is June 30, 2008 (the "Julie Brown Release"), by and between Julie Nguyen Brown ("Julie Brown") whose address is 21551 Cherry Hill, Dearborn, Michigan 48124 and Johnson Controls, Inc. ("JCI," and collectively with Julie Brown, the "Parties" or individually "Party").

**RECITALS**

WHEREAS, Debtors<sup>1</sup> filed voluntary petitions for relief under Chapter 11 of the Bankruptcy Code in the Bankruptcy Court for the Eastern District of Michigan (the "Bankruptcy Court") on February 1, 2008 (the "Petition Date").

WHEREAS, Debtors are engaged in the business of designing and making blow-molded and injection-molded plastic products, primarily for the automotive industry. Products include automotive interior trim, wiring harnesses, bumper components, and cockpit modules. Some Debtors are engaged in the business of component paint and metal stamping. Debtors' major customers include JCI, Ford Motor Company, General Motors Corporation and Chrysler LLC. As of the Petition Date, Debtors had over 7,700 employees and 36 manufacturing facilities.

WHEREAS, JCI and Debtors are parties to a certain Plastic Components Sourcing Agreement made on October 5, 2001 (the "PCSA"), a certain Operating Agreement dated April 1, 2007 (the "Operating Agreement"), Purchase Orders and other supply agreements.

WHEREAS, Julie Brown (i) owns, (ii) is a member of, (iii) has an equity interest in, (iv) controls, (v) is an officer or director of, (vi) is employed by, and/or (vi) is a manager of, Debtors.

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<sup>1</sup> "Debtors" collectively refers to the following entities, each of which are debtor-in-possession in chapter 11 cases pending before the Eastern District of Michigan: Plastech Engineered Products, Inc., LDM Technologies, Inc., Plastech Frenchtown, Inc., Plastech Decorating Systems, Inc., Plastech Exterior Systems, Inc., Plastech Romulus, Inc, MBS Polymet, Inc., LDM Holding Canada, Inc., and LDM Holding Mexico, Inc.

WHEREAS, Debtors are parties to certain secured credit facilities including a \$265 million First Term Loan Credit Agreement (the "First Term Loan"), which is secured by, among other things, first liens on all of Debtors' fixed assets. The lenders which are participants in the First Term Loan shall be referred to as the "Term Lenders".

WHEREAS, the Term Lenders and JCI, through a limited liability company ("JMIC, LLC"), have made an offer to acquire certain of Debtors' assets (collectively, the "Assets").

WHEREAS, with regard to the sale of the Assets to JMIC, LLC, by Debtors (the "Transaction"), all parties in interest have negotiated, among other documents and agreements, an Asset Purchase Agreement (the "Purchase Agreement").

WHEREAS, a hearing to approve a sale of the Assets to JCIM, LLC was held before the Bankruptcy Court on June 18, 2008 at which time the Bankruptcy Court entered the Order Granting Debtors' Motion For an Order (a) Approving the Proposed Sale(s) of One or More of the Debtors' Business Units and/or Miscellaneous Assets (b) Authorizing the Assumption and Assignment of Certain Executory Contracts and Unexpired Non-Residential Real Property Leases, and (c) Granting Certain Related Relief With Regard to the Debtors' Sale of its Interior and Under Hood Business Including Such Business and Other Business Conducted at Certain Facilities to JMIC, LLC.

WHEREAS, the closing (the "Closing") on the sale of the Assets is expected to occur by June 30, 2008.

WHEREAS, although JCI has not admitted to any wrongdoing or liability, as set forth in the Purchase Agreement, a condition of the Closing and the Transaction is that JCI receive a release from certain parties, including Debtors.

WHEREAS, the closing (the "Closing") on the sale of the Assets is expected to occur by June 30, 2008.

WHEREAS, although JCI has not admitted to any wrongdoing or liability, as set forth in the Purchase Agreement, a condition of the Closing and the Transaction is that JCI receive a release from certain parties, including Julie Brown.

WHEREAS, Julie Brown acknowledges that JCI has relied upon this Release.

WHEREAS, Julie Brown acknowledges that the Transaction is in her best interest and that she is receiving fair consideration for giving this Release.

NOW, THEREFORE, in consideration of the promises, agreements, releases, covenants, and other obligations to be received by Julie Brown through or part of the Transaction, Julie Brown agrees:

1. Julie Brown's Release. Julie Brown, on behalf of herself and all of her past, present, and future beneficiaries, successors, and assigns, and any entities in which she and her past, present, or future beneficiaries, successors or assigns have or have ever had a controlling or ownership interest, and any parents, subsidiaries, affiliates, related companies, officers, directors, shareholders, principals, employees, representatives, attorneys, legal representatives, insurers, agents, servants, contractors, predecessors and related entities of any entity in which they have or have ever had a controlling or ownership interest, and any other entities and persons related to Julie Nguyen Brown or any of the entities described in this sentence (collectively, "Julie Brown Releasing Parties" or individually, "Julie Brown Releasing Party"), release, acquit and forever discharge JCI and its past, present and future beneficiaries, successors, assigns, parents, subsidiaries, affiliates, related companies, officers, directors, shareholders, employees, representatives, attorneys, legal representatives, insurers, reinsurers, agents, contractors,

predecessors, and related entities (collectively, the "JCI Released Parties") from any and all manner of claims, counterclaims, actions, causes of action, liabilities, lawsuits, debts, injuries, sums of money, attorney's fees, controversies, costs, damages, judgments, proceedings, demands, agreements, promises, warranties, representations, duties, and obligations, past or present, asserted or unasserted, known or unknown, suspected or unsuspected, contingent or fixed, direct or derivative, choate or inchoate, based on acts or omissions of any kind, in law, equity, or otherwise, whether based in contract, equity, tort, negligence, intentional tort, warranty (express or implied), strict liability, fraud, consumer fraud, by statute, other legal or equitable theory, or otherwise (the "Julie Brown Released Claims" or singularly, "Julie Brown Released Claim"). Julie Brown Released Claims includes but is not limited to claims (a) arising under or related to the PCSA, as amended, and related agreements, (b) arising under or related to the Operating Agreement, as amended, and (c) arising under or related to any business or supply relationship between JCI and Debtors. Julie Brown Released Claims does not include ordinary course of business claims that arose after the Petition Date that Debtors may have against JCI.

2. JCI's Release. JCI, on behalf of itself and all of its past, present, and future beneficiaries, successors, and assigns, and any entities in it, its past, present, or future beneficiaries, successors or assigns have or have ever had a controlling or ownership interest, and any parents, subsidiaries, affiliates, related companies, officers, directors, shareholders, principals, employees, representatives, attorneys, legal representatives, insurers, agents, servants, contractors, predecessors and related entities of any entity in which they have or have ever had a controlling or ownership interest, and any other entities and persons related to JCI or any of the entities described in this sentence (collectively, the "JCI Releasing Parties" or individually, "JCI Releasing Party"), release, acquit and forever discharge Julie Brown and her past, present and

future beneficiaries, successors, assigns, parents, subsidiaries, affiliates, related companies, officers, directors, shareholders, employees, representatives, attorneys, legal representatives, insurers, reinsurers, agents, contractors, predecessors, and related entities (collectively, the "Julie Brown Released Parties") from any and all manner of claims, counterclaims, actions, causes of action, liabilities, lawsuits, debts, injuries, sums of money, attorney's fees, controversies, costs, damages, judgments, proceedings, demands, agreements, promises, warranties, representations, duties, and obligations, past or present, asserted or unasserted, known or unknown, suspected or unsuspected, contingent or fixed, direct or derivative, choate or inchoate, based on acts or omissions of any kind, in law, equity, or otherwise, whether based in contract, equity, tort, negligence, intentional tort, warranty (express or implied), strict liability, fraud, consumer fraud, by statute, other legal or equitable theory, or otherwise (collectively, the "JCI Released Claims" or singularly, "JCI Released Claim"). JCI Released Claims includes but is not limited to claims (a) arising under or related to the PCSA, as amended, and related agreements, (b) arising under or related to the Operating Agreement, as amended, and (c) arising under or related to any business or supply relationship between JCI and Debtors.

3. Covenant Not to Sue. In addition, the Parties each covenant and agree that they shall not institute, cause to be instituted, or assist in the institution of any administrative or court proceeding alleging against the other Party relating, respectively, to the Julie Brown Released Claims and the JCI Released Claims.

4. No Assignment of Released Claim. In addition, the Parties each respectively warrant that it has not assigned any Julie Brown Released Claim or JCI Released Claim that such Party has, has had or may have in the future.

5. Other Releases. In addition, to the extent that the Parties have, pursuant to one or more separate writings, waived, released or compromised certain additional claims against the other Party, such Party shall continue to have the benefit of any such separate waiver, release or compromise, and in the event of any inconsistency between such separate writing and this Julie Brown Release, the broadest scope of the waiver, release or compromise shall control.

7. Choice of Law. This Julie Brown Release shall be construed in accordance and governed by the State of Michigan, including the choice of law principals of Michigan.

8. **JURY WAIVER. THE PARTIES EACH ACKNOWLEDGE AND AGREE THAT THE RIGHT TO TRIAL BY JURY IS A CONSTITUTIONAL ONE, BUT THAT IT MAY BE WAIVED. SHE OR IT, RESPECTIVELY, AFTER CONSULTING (OR HAVING HAD THE OPPORTUNITY TO CONSULT) WITH COUNSEL OF HER OR ITS CHOICE, KNOWINGLY AND VOLUNTARILY, AND FOR HER OR ITS BENEFIT WAIVES ANY RIGHT TO TRIAL BY JURY IN THE EVENT OF LITIGATION REGARDING THE PERFORMANCE OR ENFORCEMENT OF, OR IN ANY WAY RELATED TO, THIS JULIE BROWN RELEASE.**

9. Draftsmanship. The Parties each acknowledge and agree that there shall be no presumption favoring or burdening any party based upon draftsmanship of this Julie Brown Release.

10. Acknowledgment. By signing below, the Parties each acknowledge that (a) she or it has carefully read all of the provisions of this Julie Brown Release, (b) she or it had ample time and opportunity to do so, (c) she or it fully understands and agrees to be bound by this Julie Brown Release, and (d) she or it is not under any duress or coercion in signing this Julie Brown Release.

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Julie Nguyen Brown

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Johnson Controls, Inc.

By:

Its:

DETROIT 21407-54 1044168v1

**EXHIBIT 8.8 OF THE APA**

**6/19/08 DRAFT**

**RELEASE (JAMES ARTHUR BROWN)**

THIS RELEASE, the effective date of which is June 30, 2008 (the "James Brown Release"), by and between James Arthur Brown ("James Brown") whose address is 21551 Cherry Hill, Dearborn, Michigan 48124 and Johnson Controls, Inc. ("JCI," and collectively with James Brown, the "Parties" and individually, "Party").

**RECITALS**

WHEREAS, Debtors<sup>1</sup> filed voluntary petitions for relief under Chapter 11 of the Bankruptcy Code in the Bankruptcy Court for the Eastern District of Michigan (the "Bankruptcy Court") on February 1, 2008 (the "Petition Date").

WHEREAS, Debtors are engaged in the business of designing and making blow-molded and injection-molded plastic products, primarily for the automotive industry. Products include automotive interior trim, wiring harnesses, bumper components, and cockpit modules. Some Debtors are engaged in the business of component paint and metal stamping. Debtors' major customers include JCI, Ford Motor Company, General Motors Corporation and Chrysler LLC. As of the Petition Date, Debtors had over 7,700 employees and 36 manufacturing facilities.

WHEREAS, JCI and Debtors are parties to a certain Plastic Components Sourcing Agreement made on October 5, 2001 (the "PCSA"), a certain Operating Agreement dated April 1, 2007 (the "Operating Agreement"), Purchase Orders and other supply agreements.

WHEREAS, James Brown (i) owns, (ii) is a member of, (iii) has an equity interest in, (iv) controls, (v) is an officer or director of, (vi) is employed by, and/or (vi) is a manager of, Debtors.

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<sup>1</sup> "Debtors" collectively refers to the following entities, each of which are debtor-in-possession in chapter 11 cases pending before the Eastern District of Michigan: Plastech Engineered Products, Inc., LDM Technologies, Inc., Plastech Frenchtown, Inc., Plastech Decorating Systems, Inc., Plastech Exterior Systems, Inc., Plastech Romulus, Inc, MBS Polymet, Inc., LDM Holding Canada, Inc., and LDM Holding Mexico, Inc.

WHEREAS, Debtors are parties to certain secured credit facilities including a \$265 million First Term Loan Credit Agreement (the "First Term Loan"), which is secured by, among other things, first liens on all of Debtors' fixed assets. The lenders which are participants in the First Term Loan shall be referred to as the "Term Lenders".

WHEREAS, the Term Lenders and JCI, through a limited liability company ("JMIC, LLC"), have made an offer to acquire certain of Debtors' assets (collectively, the "Assets").

WHEREAS, with regard to the sale of the Assets to JMIC, LLC, by Debtors (the "Transaction"), all parties in interest have negotiated, among other documents and agreements, an Asset Purchase Agreement (the "Purchase Agreement").

WHEREAS, a hearing to approve a sale of the Assets to JCIM, LLC was held before the Bankruptcy Court on June 18, 2008 at which time the Bankruptcy Court entered the Order Granting Debtors' Motion For an Order (a) Approving the Proposed Sale(s) of One or More of the Debtors' Business Units and/or Miscellaneous Assets (b) Authorizing the Assumption and Assignment of Certain Executory Contracts and Unexpired Non-Residential Real Property Leases, and (c) Granting Certain Related Relief With Regard to the Debtors' Sale of its Interior and Under Hood Business Including Such Business and Other Business Conducted at Certain Facilities to JMIC, LLC.

WHEREAS, the closing (the "Closing") on the sale of the Assets is expected to occur by June 30, 2008.

WHEREAS, although JCI has not admitted to any wrongdoing or liability, as set forth in the Purchase Agreement, a condition of the Closing and the Transaction is that JCI receive a release from certain parties, including Debtors.

WHEREAS, the closing (the "Closing") on the sale of the Assets is expected to occur by June 30, 2008.

WHEREAS, although JCI has not admitted to any wrongdoing or liability, as set forth in the Purchase Agreement, a condition of the Closing and the Transaction is that JCI receive a release from certain parties, including James Brown.

WHEREAS, James Brown acknowledges that JCI has relied upon this Release.

WHEREAS, James Brown acknowledges that the Transaction is in his best interest and that he is receiving fair consideration for giving this Release.

NOW, THEREFORE, in consideration of the promises, agreements, releases, covenants, and other obligations to be received by James Brown through or part of the Transaction, James Brown agrees:

1. James Brown's Release. James Brown, on behalf of himself and all of his past, present, and future beneficiaries, successors, and assigns, and any entities in he, his past, present, or future beneficiaries, successors or assigns have or have ever had a controlling or ownership interest, and any parents, subsidiaries, affiliates, related companies, officers, directors, shareholders, principals, employees, representatives, attorneys, legal representatives, insurers, agents, servants, contractors, predecessors and related entities of any entity in which they have or have ever had a controlling or ownership interest, and any other entities and persons related to James Arthur Brown or any of the entities described in this sentence (collectively, the "James Brown Releasing Parties" or individually, "James Brown Releasing Party"), release, acquit and forever discharge JCI and its past, present and future beneficiaries, successors, assigns, parents, subsidiaries, affiliates, related companies, officers, directors, shareholders, employees, representatives, attorneys, legal representatives, insurers, reinsurers, agents, contractors,

predecessors, and related entities (collectively, the "JCI Released Parties") from any and all manner of claims, counterclaims, actions, causes of action, liabilities, lawsuits, debts, injuries, sums of money, attorney's fees, controversies, costs, damages, judgments, proceedings, demands, agreements, promises, warranties, representations, duties, and obligations, past or present, asserted or unasserted, known or unknown, suspected or unsuspected, contingent or fixed, direct or derivative, choate or inchoate, based on acts or omissions of any kind, in law, equity, or otherwise, whether based in contract, equity, tort, negligence, intentional tort, warranty (express or implied), strict liability, fraud, consumer fraud, by statute, other legal or equitable theory, or otherwise (collectively, the "James Brown Released Claims" or singularly, "James Brown Released Claim"). James Brown Released Claims includes but is not limited to claims (a) arising under or related to the PCSA, as amended, and related agreements, (b) arising under or related to the Operating Agreement, as amended, and (c) arising under or related to any business or supply relationship between JCI and Debtors. James Brown Released Claims does not include ordinary course of business claims that arose after the Petition Date that Debtors may have against JCI.

2. JCI's Release. JCI, on behalf of itself and all of its past, present, and future beneficiaries, successors, and assigns, and any entities in it, its past, present, or future beneficiaries, successors or assigns have or have ever had a controlling or ownership interest, and any parents, subsidiaries, affiliates, related companies, officers, directors, shareholders, principals, employees, representatives, attorneys, legal representatives, insurers, agents, servants, contractors, predecessors and related entities of any entity in which they have or have ever had a controlling or ownership interest, and any other entities and persons related to JCI or any of the entities described in this sentence (collectively, the "JCI Releasing Parties" or individually, "JCI

Releasing Party"), release, acquit and forever discharge James Brown and his past, present and future beneficiaries, successors, assigns, parents, subsidiaries, affiliates, related companies, officers, directors, shareholders, employees, representatives, attorneys, legal representatives, insurers, reinsurers, agents, contractors, predecessors, and related entities (collectively, the "James Brown Released Parties") from any and all manner of claims, counterclaims, actions, causes of action, liabilities, lawsuits, debts, injuries, sums of money, attorney's fees, controversies, costs, damages, judgments, proceedings, demands, agreements, promises, warranties, representations, duties, and obligations, past or present, asserted or unasserted, known or unknown, suspected or unsuspected, contingent or fixed, direct or derivative, choate or inchoate, based on acts or omissions of any kind, in law, equity, or otherwise, whether based in contract, equity, tort, negligence, intentional tort, warranty (express or implied), strict liability, fraud, consumer fraud, by statute, other legal or equitable theory, or otherwise (collectively, the "JCI Released Claims" or singularly, "JCI Released Claim"). JCI Released Claims includes but is not limited to claims (a) arising under or related to the PCSA, as amended, and related agreements, (b) arising under or related to the Operating Agreement, as amended, and (c) arising under or related to any business or supply relationship between JCI and Debtors.

3. Covenant Not to Sue. In addition, the Parties each covenant and agree that they shall not institute, cause to be instituted, or assist in the institution of any administrative or court proceeding alleging against the other Party relating, respectively, to the James Brown Released Claims and the JCI Released Claims.

4. No Assignment of Released Claim. In addition, the Parties each respectively warrant that it has not assigned any James Brown Released Claim or JCI Released Claim that such Party has, has had or may have in the future.

5. Other Releases. In addition, to the extent that the Parties have, pursuant to one or more separate writings, waived, released or compromised certain additional claims against the other Party, such Party shall continue to have the benefit of any such separate waiver, release or compromise, and in the event of any inconsistency between such separate writing and this James Brown Release, the broadest scope of the waiver, release or compromise shall control.

7. Choice of Law. This James Brown Release shall be construed in accordance and governed by the State of Michigan, including the choice of law principals of Michigan.

8. **JURY WAIVER. THE PARTIES EACH ACKNOWLEDGE AND AGREE THAT THE RIGHT TO TRIAL BY JURY IS A CONSTITUTIONAL ONE, BUT THAT IT MAY BE WAIVED. HE AND IT, RESPECTIVELY, AFTER CONSULTING (OR HAVING HAD THE OPPORTUNITY TO CONSULT) WITH COUNSEL OF HIS OR ITS CHOICE, KNOWINGLY AND VOLUNTARILY, AND FOR HIS OR ITS BENEFIT WAIVE ANY RIGHT TO TRIAL BY JURY IN THE EVENT OF LITIGATION REGARDING THE PERFORMANCE OR ENFORCEMENT OF, OR IN ANY WAY RELATED TO, THIS JAMES BROWN RELEASE.**

9. Draftsmanship. The Parties each acknowledge and agree that there shall be no presumption favoring or burdening any party based upon draftsmanship of this James Brown Release.

10. Acknowledgment. By signing below, the Parties each acknowledges that (a) he or it has carefully read all of the provisions of this Release, (b) he or it had ample time and opportunity to do so, (c) he or it fully understands and agrees to be bound by this James Brown Release, and (d) he or it is not under any duress or coercion in signing this James Brown Release.

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James Arthur Brown

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Johnson Controls, Inc.

By:

Its:

DETROIT 21407-182 1044285v1

**SCHEDULE 1**

[Disclosed Transactions]

CONFIDENTIAL DISCLOSURE SCHEDULES  
SOUGHT TO BE FILED UNDER PROTECTIVE ORDER

**SCHEDULE 2**

[Disclosed Transactions – W-2s]

CONFIDENTIAL DISCLOSURE SCHEDULES  
SOUGHT TO BE FILED UNDER PROTECTIVE ORDER

**EXHIBIT D**