

**IN THE UNITED STATES BANKRUPTCY COURT
FOR THE DISTRICT OF DELAWARE**

In re:)	
)	Chapter 11
WESTBORN SERVICE CENTER, INC.)	
)	Case No. 09-12748 (PJW)
)	
Debtors.)	Jointly Administered under
)	Case No. 09-12743 (PJW)

DEBTOR'S SCHEDULES OF ASSETS AND LIABILITIES



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IN THE UNITED STATES BANKRUPTCY COURT
FOR THE DISTRICT OF DELAWARE

In re:)	Chapter 11
)	
COOPER-STANDARD HOLDINGS INC., <u>et al.</u> , ¹)	Case No. 09-12743 (PJW)
)	
Debtors.)	Jointly Administered

**GLOBAL NOTES AND STATEMENT OF
LIMITATIONS, METHODOLOGY, AND DISCLAIMER
REGARDING THE DEBTORS' SCHEDULES OF ASSETS
AND LIABILITIES AND STATEMENTS OF FINANCIAL AFFAIRS**

Cooper-Standard Holdings Inc. and certain of its affiliates, as debtors and debtors in possession in the above-captioned chapter 11 cases (the “Debtors”) have filed their respective Schedules of Assets and Liabilities (the “Schedules”) and Statements of Financial Affairs (“Statements,” and collectively with the “Schedules,” the “Schedules and Statements”) in the United States Bankruptcy Court for the District of Delaware (the “Bankruptcy Court”). The Debtors, with the assistance of their advisors, prepared the Schedules and Statements in accordance with section 521 of title 11 of the United States Code (the “Bankruptcy Code”) and Rule 1007 of the Federal Rules of Bankruptcy Procedure (the “Bankruptcy Rules”).

Allen J. Campbell, Vice President and Chief Financial Officer of Cooper-Standard Holdings Inc. and Cooper-Standard Automotive Inc.², has signed the Schedules and Statements. In reviewing and signing the Schedules and Statements, Allen J. Campbell has necessarily relied upon the efforts, statements, and representations of various personnel of the Debtors. Allen J. Campbell has not (and could not have) personally verified the accuracy of each such statement and representation, including statements and representations concerning amounts owed to creditors.

¹ The Debtors in these proceedings and the last four digits of each Debtor’s federal taxpayer identification number are as follows: Cooper-Standard Holdings Inc. (5088); Cooper-Standard Automotive Inc. (9970); Cooper-Standard Automotive FHS, Inc. (2953); Cooper-Standard Automotive Fluid Systems Mexico Holding LLC (0442); Cooper-Standard Automotive OH LLC (2845); StanTech, Inc. (4014); Westborn Service Center, Inc. (7448); North American Rubber, Inc. (9926); Sterling Investments Company (1393); Cooper-Standard Automotive NC L.L.C. (2839); CS Automotive LLC (4267); CSA Services, Inc. (9510); NISCO Holding Co. (1697). The corporate address of the Debtors is 39550 Orchard Hill Place Drive, Novi, Michigan 48375.

² Allen J. Campbell also serves as a Director and Vice President for Cooper-Standard Automotive FHS Inc., NISCO Holding Company, North American Rubber, Incorporated, StanTech, Inc. and Westborn Service Center. He serves as a Director and President for CS Automotive LLC and CSA Services Inc as well as a Vice President for Cooper-Standard Automotive NC L.L.C., Cooper-Standard Automotive OH, LLC and Cooper-Standard Automotive Fluid Systems Mexico Holding LLC. Mr. Campbell is the Chairman, Chief Executive Officer and President of Sterling Investments Company.

These Global Notes and Statement of Limitations, Methodology, and Disclaimer Regarding the Schedules and Statements (the “Global Notes”) pertain to, are incorporated by reference in, and comprise an integral part of all of the Schedules and Statements. The Global Notes should be referred to and reviewed in connection with any review of the Schedules and Statements.³

The Schedules and Statements do not purport to represent financial statements prepared in accordance with Generally Accepted Accounting Principles in the United States (“GAAP”), nor are they intended to be fully reconciled to the financial statements. The Schedules and Statements contain unaudited information that is subject to further review and potential adjustment. In preparing the Schedules and Statements, the Debtors relied on financial data derived from their books and records that was available at the time of such preparation. Although the Debtors have made reasonable efforts to ensure the accuracy and completeness of such financial information, subsequent information or discovery may result in material changes to the Schedules and Statements. As a result, the Debtors are unable to warrant or represent that the Schedules and Statements are without inadvertent errors, omissions, or inaccuracies. The Debtors reserve all rights to amend or supplement the Schedules and Statements as is necessary and appropriate.

Nothing contained in the Schedules and Statements shall constitute a waiver of any of the Debtors’ rights or an admission with respect to their chapter 11 cases, including, without limitation, any issues involving substantive consolidation, equitable subordination, defenses, and/or causes of action arising under the provisions of chapter 5 of the Bankruptcy Code and any other relevant applicable laws to recover assets or avoid transfers.

Description of Cases. On August 3rd, 2009, (the “Commencement Date”), the Debtors filed voluntary petitions for relief under chapter 11 of the Bankruptcy Code. The Debtors are operating their business and managing their property as debtors in possession pursuant to sections 1107(a) and 1108 of the Bankruptcy Code. On August 5th, 2009 an order was entered pursuant to Bankruptcy Rule 1015 and Local Rule 1015-1 directing procedural consolidation and joint administration of these chapter 11 cases.

Amendments and Supplements. While the Debtors made reasonable efforts to file complete and accurate Schedules and Statements, inadvertent errors or omissions may exist. The Debtors reserve all rights to amend or supplement the Schedules and Statements as is necessary and appropriate.

Recharacterization. Notwithstanding that the Debtors have made reasonable efforts to correctly characterize, classify, categorize, or designate certain claims, assets, executory contracts,

³ These Global Notes are in addition to the specific notes contained in each Debtor’s Schedules and Statements. The fact that the Debtors have prepared a “Specific Note” with respect to any of the Schedules and Statements and not to others should not be interpreted as a decision by the Debtors to exclude the applicability of such Global Note to any of the Debtors’ remaining Schedules and Statements, as appropriate.

unexpired leases, and other items reported in the Schedules and Statements, the Debtors nonetheless may have improperly characterized, classified, categorized, or designated certain items. Thus, the Debtors reserve all rights to recharacterize, reclassify, recategorize, or redesignate items reported in the Schedules and Statements at a later time as is necessary and appropriate.

Asset Presentation. When listed, the value of the Debtors' assets and liabilities is shown on the basis of the book value of the asset or liability in the Debtors' non-audited accounting books and records, as of the Commencement Date, and not on the basis of current market values of such interest in property and/or liabilities. Given, among other things, the current market valuation of certain assets and the valuation and nature of certain liabilities, to the extent that a debtor shows more assets than liabilities, this is not an admission that the Debtor was solvent as of the Commencement Date or at any time prior to the Commencement Date. Likewise, to the extent that a Debtor shows more liabilities than assets, this is not an admission that the Debtor was insolvent at the Commencement Date or any time prior to the Commencement Date. The Debtors reserve their right to amend or adjust the value of each asset or liability set forth herein.

Liabilities. The Debtors allocated liabilities between the prepetition and post-petition periods based on the information and research conducted in connection with the preparation of the Schedules and Statements. As additional information becomes available and further research is conducted, the allocation of liabilities between the prepetition and post-petition periods may change. The Debtors reserve all rights to modify, amend, and supplement the Schedules and Statements as is necessary and appropriate.

Insiders. For purposes of the Schedules and Statements, the Debtors define "insiders" pursuant to section 101(31) as (a) directors; (b) officers; (c) shareholders holding in excess of 5% of the voting shares; (d) relatives of directors, officers, or shareholders of the Debtors; and (e) debtor/non-debtor affiliates. Payments to debtor/non-debtor affiliates as set forth in Statement 3c represent the change in intercompany claims and balances over a period of approximately one year. To the extent such balances represent a receivable, such amounts are reported in parentheses.

Persons listed as "insiders" have been included for informational purposes only. The Debtors do not take any position with respect to: (a) such person's influence over the control of the Debtors, (b) the management responsibilities or functions of such individual, (c) the decision-making or corporate authority of such individual, or (d) whether such individual could successfully argue that he or she is not an "insider" under applicable law, including, without limitation, the federal securities laws, or with respect to any theories of liability or for any other purpose.

Intercompany Claims. Receivables and payables among the Debtors in these cases and their affiliates (each an "Intercompany Receivable" or "Intercompany Payable" and, collectively, the "Intercompany Claims") are reported as gross amounts on Schedules B and F, respectively.

Intellectual Property Rights. Exclusion of certain intellectual property shall not be construed to be an admission that such intellectual property rights have been abandoned, have been terminated or otherwise expired by their terms, or have been assigned or otherwise transferred

pursuant to a sale, acquisition, or other transaction. Conversely, inclusion of certain intellectual property shall not be construed to be an admission that such intellectual property rights have not been abandoned, have not been terminated or otherwise expired by their terms, or have not been assigned or otherwise transferred pursuant to a sale, acquisition, or other transaction. The Debtors have made every effort to attribute intellectual property to the rightful debtor entity owner, however, in some instances intellectual property owned by one debtor entity may, in fact, be owned by another. Accordingly, the Debtors reserve all of their rights with respect to the legal status of any and all such intellectual property rights.

Executory Contracts. The Debtors have not set forth executory contracts as assets in the Schedules and Statements. The Debtors' executory contracts have been set forth in Schedule G.

Setoffs. The Debtors routinely incur certain setoffs, recoupment and other similar rights from customers or suppliers in the ordinary course of business. Setoffs in the ordinary course can result from various items, including, but not limited to, intercompany transactions, pricing discrepancies, returns, warranties, and other disputes between the Debtors and their customers and/or suppliers. These normal setoffs and other similar rights are consistent with the ordinary course of business in the Debtors' industries and can be particularly voluminous, making it unduly burdensome and costly for the Debtors to list such ordinary course setoffs. Therefore, although such setoffs and other similar rights may have been accounted for when scheduling certain amounts, setoffs are not independently accounted for, and as such, are excluded from the Schedules and Statements.

Classifications. Listing a claim (1) on Schedule D as "secured," (2) on Schedule E as "priority," (3) on Schedule F as "unsecured," or (4) listing a contract on Schedule G as "executory" or "unexpired," does not constitute an admission by the Debtors of the legal rights of the claimant, or a waiver of the Debtors' right to recharacterize or reclassify such claim or contract.

Claims Description. Any failure to designate a claim on a given Debtor's Schedules and Statements as "disputed," "contingent," or "unliquidated" does not constitute an admission by the Debtor that such amount is not "disputed," "contingent," or "unliquidated." The Debtors reserve all rights to dispute any claim reflected on their respective Schedules and Statements on any grounds, including, without limitation, liability or classification, or to otherwise subsequently designate such claims as "disputed," "contingent," or "unliquidated".

Causes of Action. Despite reasonable efforts, the Debtors may not have identified and/or set forth all of their causes of action (filed or potential) against third parties as assets in their Schedules and Statements. The Debtors reserve all rights with respect to any causes of action and nothing in the Global Notes or the Schedules and Statements shall be deemed a waiver of any such causes of action.

1. **Summary of Significant Reporting Policies.** The following is a summary of significant reporting policies:

- (a) **Foreign Currency.** Unless otherwise indicated, all amounts are reflected in U.S. dollars.

- (b) Undetermined Amounts. The description of an amount as “unknown,” “TBD,” or “undetermined” is not intended to reflect upon the materiality of such amount.
- (c) Totals. All totals that are included in the Schedules and Statements represent totals of all known amounts. To the extent there are unknown or undetermined amounts, the actual total may be different than the listed total.
- (d) Current Market Value—Net Book Value. In certain instances, current market valuations are neither maintained by, nor readily available to, the Debtors. Accordingly, unless otherwise indicated, the Debtors’ Schedules and Statements reflect net book values. For this reason, market values may vary, at some times materially, from net book value.
- (e) Paid Claims. The Debtors have authority to pay certain outstanding prepetition payables pursuant to Court Order, as such, outstanding liabilities have been reduced by any court approved post-petition payments made on prepetition payables. To the extent the Debtors pay any of the claims listed in the Schedules and Statements pursuant to any orders entered by the Bankruptcy Court, the Debtors reserve all rights to amend or supplement the Schedules and Statements or take other action such as filing claims objections, as is necessary and appropriate to avoid overpayment or duplicate payments for liabilities.
- (f) Excluded Assets and Liabilities. The Debtors have excluded the following categories of assets and liabilities from the Schedules and Statements: goodwill, intangible pension assets and accrued liabilities including, but not limited to, accrued salaries and employee benefits, tax accruals, and accrued accounts payable. Other immaterial assets and liabilities may also have been excluded.
- (g) Mechanics’ Liens. The inventories, property and equipment listed in the Statements and Schedules are presented without consideration of any mechanics’ liens.

2. Specific Schedules and Statements Disclosures

- (a) Schedule A. The Debtors have listed the value of their real estate as reflected in the Debtor’s accounting books and records with respect to real property ownership and values.
- (b) Schedule B(5). The Debtors do not in the normal course record the value of books; pictures and other art objects; antiques; stamp, coin, record, tape, compact disc, and other collections or collectibles separately from other fixed assets. As such these items may be

contained in the summary values of other fixed assets related questions on Schedule B.

- (c) Schedule B(9). All insurance policies are listed under the named policy holder, Cooper-Standard Holdings Inc. “Additional Insured” information regarding the insurance coverage for each individual Debtor can be made available upon request. Please see Schedule B(9) for Cooper-Standard Holdings Inc. for all insurance policy information.
- (d) Schedule B(16). Third-party accounts receivable and allowances have been listed as assets of the Debtor that issued the invoice to the customer. The “Intercompany Receivables” listed on Schedule B(16) have been split out into three components: Intercompany Balances, Intercompany Settlements and Intercompany Notes. Intercompany Balances represent manually recorded intercompany payables and receivables. Intercompany Settlements represent systematically recorded intercompany payables and receivables. Where representative of a liability, Intercompany Balances, Settlements and Notes, which are payable in the ordinary course, have been consolidated as an “Intercompany Payable” on Schedule F.
- (e) Schedule B(23). Certain licenses found on Schedule B(23) are also listed in detail on Schedule G.
- (f) Schedule D. Except as otherwise agreed pursuant to a stipulation or order entered by the Bankruptcy Court, the Debtors reserve their rights to dispute or challenge the validity, perfection, or immunity from avoidance of any lien purported to be granted or perfected in any specific asset to a secured creditor listed on Schedule D. Moreover, although the Debtors have scheduled claims of various creditors as secured claims, the Debtors reserve all rights to dispute or challenge the secured nature of any such creditor’s claim or the characterization of the structure of any such transaction or any document or instrument related to such creditor’s claim. The descriptions provided in Schedule D are intended only to be a summary.

The Debtors have not included on Schedule D parties that may believe their claims are secured through setoff rights or inchoate statutory lien rights. Although there are multiple parties that hold a portion of the debt included in the secured facilities, only the administrative agents have been listed for purposes of Schedule D.

Please note, the Accrued Interest listing on Schedule D of Cooper-Standard Automotive Inc. is a combination of accrued interest on the U.S. and Canadian secured debt obligations. Cooper-Standard Automotive Canada Limited, which is currently subject to a

proceeding under the Companies' Creditors Arrangement Act (CCAA) in the Ontario Superior Court of Justice in Toronto, Ontario, Canada, is the borrower under the Multicurrency Revolver, Term Loan A and Term Loan B (Canadian Debt). Cooper-Standard Holdings Inc., Cooper-Standard Automotive Inc. and CS Automotive LLC are Guarantors to the Canadian Debt.

- (g) Schedule E. The Debtors have authority to pay certain prepetition obligations including to pay employee wages and other employee benefits in the ordinary course of business (the "Employee Wages Order"). Pursuant to such Employee Wages Order, the Debtors believe that any employee claims for prepetition amounts related to ongoing payroll and benefits, whether allowable as a priority or nonpriority claim, have been or will be satisfied, and such satisfied amounts are not listed on Schedule E.
- (h) Schedule F. The Debtors generally allocate individual liabilities to particular Debtors. However, in certain cases, it would be time-consuming and an inefficient use of the assets of the Debtors' estates, or impracticable, to assign a given liability to a particular Debtor. To the extent the debt could not be attributed to a specific Debtor, the liability has been listed on Schedule F of Cooper-Standard Automotive Inc. For a complete understanding of the unsecured debts of each Debtor, the reader should review Schedule F of each Debtor and that of Cooper-Standard Automotive Inc. To the extent the same claim is listed on the Schedules and Statements of more than one Debtor, the Debtors have done so out of an abundance of caution and do not admit or acknowledge that any creditor is entitled to assert its claim against more than one entity.

Schedule F contains information regarding threatened or pending litigation involving the Debtors. The amounts for these potential claims are listed as "undetermined" and marked as contingent, unliquidated, and disputed in the Schedules and Statements.

The Bankruptcy Court entered a "first day" order granting authority to honor certain prepetition customer programs. Accordingly, certain debts arising out of customer programs have not been included in the Debtors' Schedules and Statements.

Schedule F reflects the prepetition amounts owing to counterparties to executory contracts and unexpired leases. Such prepetition amounts, however, may be paid in connection with the assumption or assumption and assignment of an executory contract or unexpired lease. In addition, Schedule F does not include rejection damage claims, if any, of the counterparties to executory contracts and unexpired leases that have been or may be rejected.

The claims of individual creditors for, among other things, merchandise, goods, services, or taxes are listed on the Debtors' books and records and may not reflect credits or allowances due from such creditor. The Debtors reserve all of their rights respecting such credits and allowances. The dollar amounts listed may be exclusive of contingent and unliquidated amounts.

- (i) Schedule G. While every effort has been made to ensure the accuracy of Schedule G, inadvertent errors or omissions may have occurred. Listing a contract or agreement on Schedule G does not constitute an admission that such contract or agreement is an executory contract or unexpired lease or that such contract or agreement was in effect on the Commencement Date or is valid or enforceable. The Debtors hereby reserve all of their rights to dispute the validity, status, or enforceability of any contracts, agreements, or leases set forth in Schedule G and to amend or supplement such Schedule as necessary. Certain of the leases and contracts listed on Schedule G may contain certain renewal options, guarantees of payment, options to purchase, rights of first refusal and other miscellaneous rights. Such rights, powers, duties and obligations are not set forth separately on Schedule G. In addition, the Debtors may have entered into various other types of agreements in the ordinary course of their business, such as easements, right of way, subordination, nondisturbance agreements, supplemental agreements, amendments/letter agreements, title agreements and confidentiality agreements. Such agreements are also not set forth in Schedule G.

The Debtors reserve all rights to dispute or challenge the characterization of the structure of any transaction or any document or instrument related to a creditor's claim.

The Debtors may be party to certain agreements that have expired by their terms, but all parties continue to operate under the agreement. Out of an abundance of caution, the Debtors have listed such agreements on Schedule G. The Debtors' inclusion of such contracts or agreements on Schedule G is not an admission that such contract or agreement is an executory contract or unexpired lease.

Omission of a contract or agreement from Schedule G does not constitute an admission that such omitted contract or agreement is not an executory contract or unexpired lease. The Debtors' rights under the Bankruptcy Code with respect to any such omitted contracts or agreements are not impaired by the omission.

In some cases, the same supplier or provider may appear multiple times in Schedule G. Multiple listings, if any, may reflect distinct

agreements between the applicable Debtor and such supplier or provider.

The listing of any contract on Schedule G does not constitute an admission by the Debtors as to the validity of any such contract. The Debtors reserve the right to dispute the effectiveness of any such contract listed on Schedule G or to amend Schedule G at any time to remove any contract.

The Debtors made every effort to allocate individual contracts to particular Debtors. However, in certain cases, it would be time-consuming and an inefficient use of the assets of the Debtors' estates, or impracticable, to assign a given contract to a particular Debtor. To the extent a contract could not be attributed to a specific Debtor, the contract has been listed on Schedule G of Cooper-Standard Automotive Inc. For a complete understanding of the executory contracts and unexpired leases of each Debtor, the reader should review Schedule G of each Debtor and that of Cooper-Standard Automotive Inc.

- (j) Schedule H. For purposes of Schedule H, only the agents under the prepetition credit facilities are listed for claims arising thereunder. Additionally, the Debtors have not listed any litigation related Co-Debtors on Schedule H. Instead, all such listings can be found on the Debtors Schedule F and Statement 4(a).
- (k) Statement Questions 3(b) and 3(c). Payments made are listed by the entity making such payment notwithstanding that certain payments will have been made on behalf of another entity. Statement 3(c) may also include certain stock and option transfers which did not vest at the time of the transfer. Further, any payments to affiliate entities as reported on Statement 3(c) are listed as the differential between the opening balance and ending balance in the year prior to the bankruptcy filing. See the Schedule B(16) global note above for an explanation of the types of intercompany payments listed in Statement 3(c).

Payments made relating to debt counseling or bankruptcy are listed on Statement Question 9 and as such are excluded from Statement Question 3(b).

- (l) Statement Question 8. Upon information and belief, the Debtors experience losses associated with petty theft at the plant level. These losses are not reported in the Debtors' books and records and are believed to be de minimis.
- (m) Statement Questions 17(a), 17(b), & 17(c). The Debtors have operated in many locations over an extended period of time. A number of

former business locations have ceased operations and/or been divested. For either current or former locations, the Debtors may no longer have relevant records or the records may no longer be complete or reasonably accessible and reviewable. In some cases, statutory document retention periods have passed. In addition, some individuals who once possessed responsive information may no longer be employed by the Debtors. For all of these reasons, it may not be reasonably possible to identify and supply the requested information for every “site” and “notice” literally responsive to Question 17(a). Nonetheless, the Debtors have devoted substantial internal and external resources to identify and provide the requested information for as many responsive sites and notices as reasonably possible. The Debtors reserve the right to supplement or amend this response in the future if additional information becomes available.

Due to the large number of potentially responsive matters for the Debtors, the practical burdens of compiling information on inactive matters, and the presumably lower relevance of information on inactive matters, the Debtors have placed first priority on identifying active or open matters.

Where certain requested categories of information were not reasonably available for a listed site, address, or exact dates, the Debtors’ response gives as much information as was available.

This response does not include sites or notices related to non-environmental laws, such as occupational safety and health laws or transportation laws.

The Debtors have listed environmental information on Statement 17 and potential environmental liabilities on Schedule F, based on the information available to the Debtors at the time the Schedules and Statements were prepared.

- (n) Statement Question 19(d). At the end of each of its fiscal quarters, fiscal years and upon the occurrence of significant events, the Debtors prepared and filed with the Securities and Exchange Commission (the “SEC”) Forms 10-K, 10-Q and 8-K (collectively, the “SEC Filings”). The SEC Filings contain financial information relating to the Debtors. Because the SEC Filings are public record, the Debtors do not maintain records of the parties who requested or obtained copies of any of the SEC Filings from the SEC or the Debtors. In addition, the Debtors provide certain parties, such as banks, auditors, potential investors, vendors, customers and financial advisors, financial statements that may not be part of a public filing. The Debtors do not maintain complete lists to track such disclosures. As such, the Debtors have not provided lists of these parties in the Statements.

United States Bankruptcy Court

District Of Delaware

In re Westborn Service Center, Inc.,
Debtor

Case No. 09-12748 (PJW)

Chapter 11

SUMMARY OF SCHEDULES

Indicate as to each schedule whether that schedule is attached and state the number of pages in each. Report the totals from Schedules A, B, D, E, F, I, and J in the boxes provided. Add the amounts from Schedules A and B to determine the total amount of the debtor's assets. Add the amounts of all claims from Schedules D, E, and F to determine the total amount of the debtor's liabilities. Individual debtors also must complete the "Statistical Summary of Certain Liabilities and Related Data" if they file a case under chapter 7, 11, or 13.

NAME OF SCHEDULE	ATTACHED (YES/NO)	NO. OF SHEETS	ASSETS	LIABILITIES	OTHER
A - Real Property		1	\$ 0.00		
B - Personal Property		4	\$ 27,850,884.23 + undetermined amounts		
C - Property Claimed as Exempt		1			
D - Creditors Holding Secured Claims		2		\$ 0.00 + undetermined amounts	
E - Creditors Holding Unsecured Priority Claims (Total of Claims on Schedule E)		2		\$ 0.00	
F - Creditors Holding Unsecured Nonpriority Claims		1		\$ 24,793,434.27 + undetermined amounts	
G - Executory Contracts and Unexpired Leases		1			
H - Codebtors		9			
I - Current Income of Individual Debtor(s)	No				\$ N/A
J - Current Expenditures of Individual Debtors(s)	No				\$ N/A
TOTAL		21	\$ 27,850,884.23 + undetermined amounts	\$ 24,793,434.27 + undetermined amounts	

In re Westborn Service Center, Inc.,
 Debtor

Case No. 09-12748 (PJW)
 (If known)

SCHEDULE A – REAL PROPERTY

Except as directed below, list all real property in which the debtor has any legal, equitable, or future interest, including all property owned as a co-tenant, community property, or in which the debtor has a life estate. Include any property in which the debtor holds rights and powers exercisable for the debtor's own benefit. If the debtor is married, state whether the husband, wife, both, or the marital community own the property by placing an "H," "W," "J," or "C" in the column labeled "Husband, Wife, Joint, or Community." If the debtor holds no interest in real property, write "None" under "Description and Location of Property."

Do not include interests in executory contracts and unexpired leases on this schedule. List them in Schedule G - Executory Contracts and Unexpired Leases.

If an entity claims to have a lien or hold a secured interest in any property, state the amount of the secured claim. See Schedule D. If no entity claims to hold a secured interest in the property, write "None" in the column labeled "Amount of Secured Claim."

If the debtor is an individual or if a joint petition is filed, state the amount of any exemption claimed in the property only in Schedule C - Property Claimed as Exempt.

DESCRIPTION AND LOCATION OF PROPERTY	NATURE OF DEBTOR'S INTEREST IN PROPERTY	HUSBAND, WIFE, JOINT, OR COMMUNITY	CURRENT VALUE OF DEBTOR'S INTEREST IN PROPERTY, WITHOUT DEDUCTING ANY SECURED CLAIM OR EXEMPTION	AMOUNT OF SECURED CLAIM
None				

Total ► \$ 0.00

(Report also on Summary of Schedules.)

In re Westborn Service Center, Inc.,
Debtor

Case No. 09-12748 (PJW)
(If known)

SCHEDULE B – PERSONAL PROPERTY

Except as directed below, list all personal property of the debtor of whatever kind. If the debtor has no property in one or more of the categories, place an "x" in the appropriate position in the column labeled "None." If additional space is needed in any category, attach a separate sheet properly identified with the case name, case number, and the number of the category. If the debtor is married, state whether the husband, wife, both, or the marital community own the property by placing an "H," "W," "J," or "C" in the column labeled "Husband, Wife, Joint, or Community." If the debtor is an individual or a joint petition is filed, state the amount of any exemptions claimed only in Schedule C - Property Claimed as Exempt.

Do not list interests in executory contracts and unexpired leases on this schedule. List them in Schedule G - Executory Contracts and Unexpired Leases.

If the property is being held for the debtor by someone else, state that person's name and address under "Description and Location of Property." If the property is being held for a minor child, simply state the child's initials and the name and address of the child's parent or guardian, such as "A.B., a minor child, by John Doe, guardian." Do not disclose the child's name. See 11 U.S.C. § 112 and Fed. R. Bankr. P. 1007(m).

TYPE OF PROPERTY	N O N E	DESCRIPTION AND LOCATION OF PROPERTY	HUSBAND, WIFE, JOINT, OR COMMUNITY	CURRENT VALUE OF DEBTOR'S INTEREST IN PROPERTY, WITH- OUT DEDUCTING ANY SECURED CLAIM OR EXEMPTION
1. Cash on hand.	X			
2. Checking, savings or other financial accounts, certificates of deposit, or shares in banks, savings and loan, thrift, building and loan, and homestead associations, or credit unions, brokerage houses, or cooperatives.	X			
3. Security deposits with public utilities, telephone companies, landlords, and others.	X			
4. Household goods and furnishings, including audio, video, and computer equipment.	X			
5. Books; pictures and other art objects; antiques; stamp, coin, record, tape, compact disc, and other collections or collectibles.	X			
6. Wearing apparel.	X			
7. Furs and jewelry.	X			
8. Firearms and sports, photographic, and other hobby equipment.	X			
9. Interests in insurance policies. Name insurance company of each policy and itemize surrender or refund value of each.		See Schedule B9 for Cooper-Standard Holdings Inc. for insurance detail.		Undetermined
10. Annuities. Itemize and name each issuer.	X			

In re Westborn Service Center, Inc.,
 Debtor

Case No. 09-12748 (PJW)
 (If known)

SCHEDULE B – PERSONAL PROPERTY
 (Continuation Sheet)

TYPE OF PROPERTY	N O N E	DESCRIPTION AND LOCATION OF PROPERTY	HUSBAND, WIFE, JOINT, OR COMMUNITY	CURRENT VALUE OF DEBTOR'S INTEREST IN PROPERTY, WITH- OUT DEDUCTING ANY SECURED CLAIM OR EXEMPTION
11. Interests in an education IRA as defined in 26 U.S.C. § 530(b)(1) or under a qualified State tuition plan as defined in 26 U.S.C. § 529(b)(1). Give particulars. (File separately the record(s) of any such interest(s). 11 U.S.C. § 521(c).)	X			
12. Interests in IRA, ERISA, Keogh, or other pension or profit sharing plans. Give particulars.	X			
13. Stock and interests in incorporated and unincorporated businesses. Itemize.	X			
14. Interests in partnerships or joint ventures. Itemize.	X			
15. Government and corporate bonds and other negotiable and nonnegotiable instruments.	X			
16. Accounts receivable.		Intercompany Settlement - Cooper Standard Automotive Inc. (Filing Entity)		\$27,850,884.23
17. Alimony, maintenance, support, and property settlements to which the debtor is or may be entitled. Give particulars.	X			
18. Other liquidated debts owed to debtor including tax refunds. Give particulars.	X			
19. Equitable or future interests, life estates, and rights or powers exercisable for the benefit of the debtor other than those listed in Schedule A - Real Property.	X			
20. Contingent and noncontingent interests in estate of a decedent, death benefit plan, life insurance policy, or trust.	X			

In re Westborn Service Center, Inc.,
 Debtor

Case No. 09-12748 (PJW)
 (If known)

SCHEDULE B – PERSONAL PROPERTY
 (Continuation Sheet)

TYPE OF PROPERTY	N O N E	DESCRIPTION AND LOCATION OF PROPERTY	HUSBAND, WIFE, JOINT, OR COMMUNITY	CURRENT VALUE OF DEBTOR'S INTEREST IN PROPERTY, WITH- OUT DEDUCTING ANY SECURED CLAIM OR EXEMPTION
21. Other contingent and unliquidated claims of every nature, including tax refunds, counterclaims of the debtor, and rights to setoff claims. Give estimated value of each.	X			
22. Patents, copyrights, and other intellectual property. Give particulars.	X			
23. Licenses, franchises, and other general intangibles. Give particulars.	X			
24. Customer lists or other compilations containing personally identifiable information (as defined in 11 U.S.C. § 101(41A)) provided to the debtor by individuals in connection with obtaining a product or service from the debtor primarily for personal, family, or household purposes.	X			
25. Automobiles, trucks, trailers, and other vehicles and accessories.	X			
26. Boats, motors, and accessories.	X			
27. Aircraft and accessories.	X			
28. Office equipment, furnishings, and supplies.	X			
29. Machinery, fixtures, equipment, and supplies used in business.	X			
30. Inventory.	X			
31. Animals.	X			
32. Crops - growing or harvested. Give particulars.	X			
33. Farming equipment and implements.	X			
34. Farm supplies, chemicals, and feed.	X			

In re Westborn Service Center, Inc.,
 Debtor

Case No. 09-12748 (PJW)
 (If known)

SCHEDULE B – PERSONAL PROPERTY
 (Continuation Sheet)

TYPE OF PROPERTY	N O N E	DESCRIPTION AND LOCATION OF PROPERTY	HUSBAND, WIFE, JOINT, OR COMMUNITY	CURRENT VALUE OF DEBTOR'S INTEREST IN PROPERTY, WITH- OUT DEDUCTING ANY SECURED CLAIM OR EXEMPTION
35. Other personal property of any kind not already listed. Itemize.	X			

3 continuation sheets attached Total ►

(Include amounts from any continuation
 sheets attached. Report total also on
 Summary of Schedules.)

\$ 27,850,884.23
 + undetermined amounts

In re Westborn Service Center, Inc.,
Debtor

Case No. 09-12748 (PJW)
(If known)

SCHEDULE C – PROPERTY CLAIMED AS EXEMPT

Debtor claims the exemptions to which debtor is entitled under:
(Check one box)

- 11 U.S.C. § 522(b)(2)
- 11 U.S.C. § 522(b)(3)

Check if debtor claims a homestead exemption that exceeds \$136,875.

DESCRIPTION OF PROPERTY	SPECIFY LAW PROVIDING EACH EXEMPTION	VALUE OF CLAIMED EXEMPTION	CURRENT VALUE OF PROPERTY WITHOUT DEDUCTING EXEMPTION
Not Applicable			

In re Westborn Service Center, Inc.,
Debtor

Case No. 09-12748 (PJW)
(if known)

SCHEDULE D - CREDITORS HOLDING SECURED CLAIMS

State the name, mailing address, including zip code, and last four digits of any account number of all entities holding claims secured by property of the debtor as of the date of filing of the petition. The complete account number of any account the debtor has with the creditor is useful to the trustee and the creditor and may be provided if the debtor chooses to do so. List creditors holding all types of secured interests such as judgment liens, garnishments, statutory liens, mortgages, deeds of trust, and other security interests.

List creditors in alphabetical order to the extent practicable. If a minor child is the creditor, state the child's initials and the name and address of the child's parent or guardian, such as "A.B., a minor child by John Doe, guardian." Do not disclose the child's name. See 11 U.S.C. § 112. and Fed. R. Bankr. P. 1007(m). If all secured creditors will not fit on this page, use the continuation sheet provided.

If any entity other than a spouse in a joint case may be jointly liable on a claim, place an "X" in the column labeled "Codebtor," include the entity on the appropriate schedule of creditors, and complete Schedule H – Codebtors. If a joint petition is filed, state whether the husband, wife, both of them, or the marital community may be liable on each claim by placing an "H," "W," "J," or "C" in the column labeled "Husband, Wife, Joint, or Community."

If the claim is contingent, place an "X" in the column labeled "Contingent." If the claim is unliquidated, place an "X" in the column labeled "Unliquidated." If the claim is disputed, place an "X" in the column labeled "Disputed." (You may need to place an "X" in more than one of these three columns.)

Total the columns labeled "Amount of Claim Without Deducting Value of Collateral" and "Unsecured Portion, if Any" in the boxes labeled "Total(s)" on the last sheet of the completed schedule. Report the total from the column labeled "Amount of Claim Without Deducting Value of Collateral" also on the Summary of Schedules and, if the debtor is an individual with primarily consumer debts, report the total from the column labeled "Unsecured Portion, if Any" on the Statistical Summary of Certain Liabilities and Related Data.

Check this box if debtor has no creditors holding secured claims to report on this Schedule D.

CREDITOR'S NAME AND MAILING ADDRESS INCLUDING ZIP CODE AND AN ACCOUNT NUMBER <i>(See instructions above.)</i>	CODEBTOR	HUSBAND, WIFE, JOINT, OR COMMUNITY	DATE CLAIM WAS INCURRED, NATURE OF LIEN, AND DESCRIPTION AND VALUE OF PROPERTY SUBJECT TO LIEN	CONTINGENT	UNLIQUIDATED	DISPUTED	AMOUNT OF CLAIM WITHOUT DEDUCTING VALUE OF COLLATERAL	UNSECURED PORTION, IF ANY
ACCOUNT NO.			Guarantor for Dollar Facility Revolving Note - Matures 2010 - and accrued interest		X		Undetermined	Undetermined
Deutsche Bank Trust Company Americas, as Administrative Agent Attn Marguerite Sutton 60 Wall St New York, NY 10005	X		VALUE \$ Undetermined					
ACCOUNT NO.			Guarantor for Term Loan C- Matures in 2011 - and accrued interest		X		Undetermined	Undetermined
Deutsche Bank Trust Company Americas, as Administrative Agent Attn Marguerite Sutton 60 Wall St New York, NY 10005	X		VALUE \$ Undetermined					
ACCOUNT NO.			Guarantor for Term Loan D - Matures in 2011 - and accrued interest		X		Undetermined	Undetermined
Deutsche Bank Trust Company Americas, as Administrative Agent Attn Marguerite Sutton 60 Wall St New York, NY 10005	X		VALUE \$ Undetermined					
Subtotal ► (Total of this page)							\$ 0.00	\$0.00
Total ► (Use only on last page)							\$	\$

(Report also on Summary of Schedules.) (If applicable, report also on Statistical Summary of Certain Liabilities and Related Data.)

In re Westborn Service Center, Inc.,
Debtor

Case No. 09-12748 (PJW)
(if known)

SCHEDULE D - CREDITORS HOLDING SECURED CLAIMS

(Continuation Sheet)

CREDITOR'S NAME AND MAILING ADDRESS INCLUDING ZIP CODE AND AN ACCOUNT NUMBER <i>(See instructions above.)</i>	CODEBTOR	HUSBAND, WIFE, JOINT, OR COMMUNITY	DATE CLAIM WAS INCURRED, NATURE OF LIEN, AND DESCRIPTION AND VALUE OF PROPERTY SUBJECT TO LIEN	CONTINGENT	UNLIQUIDATED	DISPUTED	AMOUNT OF CLAIM WITHOUT DEDUCTING VALUE OF COLLATERAL	UNSECURED PORTION, IF ANY
ACCOUNT NO. Deutsche Bank Trust Company Americas, as Administrative Agent Attn Marguerite Sutton 60 Wall St New York, NY 10005	X		Guarantor for Term Loan E - Matures in 2011 - and accrued interest VALUE \$ Undetermined		X		Undetermined	Undetermined
ACCOUNT NO. Deutsche Bank Trust Company Americas, as Collateral Agent 60 Wall Street New York, NY 10005			Michigan Department of State UCC Financing Statement relating to filing Number 2004248982-8 VALUE \$ Undetermined	X	X	X	Undetermined	Undetermined
ACCOUNT NO.			VALUE \$					
ACCOUNT NO.			VALUE \$					
ACCOUNT NO.			VALUE \$					
Sheet no. <u>1</u> of <u>1</u> continuation sheets attached to Schedule of Creditors Holding Secured Claims							Subtotal (s) ► (Total(s) of this page)	\$ 0.00
Total(s) ► (Use only on last page)							\$ 0.00 + undetermined amounts	\$0.00 + undetermined amounts

(Report also on Summary of Schedules.)

(If applicable, report also on Statistical Summary of Certain Liabilities and Related Data.)

In re Westborn Service Center, Inc.,
DebtorCase No. 09-12748 (PJW)
(if known)**SCHEDULE E - CREDITORS HOLDING UNSECURED PRIORITY CLAIMS**

A complete list of claims entitled to priority, listed separately by type of priority, is to be set forth on the sheets provided. Only holders of unsecured claims entitled to priority should be listed in this schedule. In the boxes provided on the attached sheets, state the name, mailing address, including zip code, and last four digits of the account number, if any, of all entities holding priority claims against the debtor or the property of the debtor, as of the date of the filing of the petition. Use a separate continuation sheet for each type of priority and label each with the type of priority.

The complete account number of any account the debtor has with the creditor is useful to the trustee and the creditor and may be provided if the debtor chooses to do so. If a minor child is a creditor, state the child's initials and the name and address of the child's parent or guardian, such as "A.B., a minor child by John Doe, guardian." Do not disclose the child's name. See 11 U.S.C. § 112. and Fed. R. Bankr. P. 1007(m).

If any entity other than a spouse in a joint case may be jointly liable on a claim, place an "X" in the column labeled "Codebtor," include the entity on the appropriate schedule of creditors, and complete Schedule H-Codebtors. If a joint petition is filed, state whether the husband, wife, both of them, or the marital community may be liable on each claim by placing an "H," "W," "J," or "C" in the column labeled "Husband, Wife, Joint, or Community." If the claim is contingent, place an "X" in the column labeled "Contingent." If the claim is unliquidated, place an "X" in the column labeled "Unliquidated." If the claim is disputed, place an "X" in the column labeled "Disputed." (You may need to place an "X" in more than one of these three columns.)

Report the total of claims listed on each sheet in the box labeled "Subtotals" on each sheet. Report the total of all claims listed on this Schedule E in the box labeled "Total" on the last sheet of the completed schedule. Report this total also on the Summary of Schedules.

Report the total of amounts entitled to priority listed on each sheet in the box labeled "Subtotals" on each sheet. Report the total of all amounts entitled to priority listed on this Schedule E in the box labeled "Totals" on the last sheet of the completed schedule. Individual debtors with primarily consumer debts report this total also on the Statistical Summary of Certain Liabilities and Related Data.

Report the total of amounts not entitled to priority listed on each sheet in the box labeled "Subtotals" on each sheet. Report the total of all amounts not entitled to priority listed on this Schedule E in the box labeled "Totals" on the last sheet of the completed schedule. Individual debtors with primarily consumer debts report this total also on the Statistical Summary of Certain Liabilities and Related Data.

Check this box if debtor has no creditors holding unsecured priority claims to report on this Schedule E.

TYPES OF PRIORITY CLAIMS (Check the appropriate box(es) below if claims in that category are listed on the attached sheets)

Domestic Support Obligations

Claims for domestic support that are owed to or recoverable by a spouse, former spouse, or child of the debtor, or the parent, legal guardian, or responsible relative of such a child, or a governmental unit to whom such a domestic support claim has been assigned to the extent provided in 11 U.S.C. § 507(a)(1).

Extensions of credit in an involuntary case

Claims arising in the ordinary course of the debtor's business or financial affairs after the commencement of the case but before the earlier of the appointment of a trustee or the order for relief. 11 U.S.C. § 507(a)(3).

Wages, salaries, and commissions

Wages, salaries, and commissions, including vacation, severance, and sick leave pay owing to employees and commissions owing to qualifying independent sales representatives up to \$10,950* per person earned within 180 days immediately preceding the filing of the original petition, or the cessation of business, whichever occurred first, to the extent provided in 11 U.S.C. § 507(a)(4).

Contributions to employee benefit plans

Money owed to employee benefit plans for services rendered within 180 days immediately preceding the filing of the original petition, or the cessation of business, whichever occurred first, to the extent provided in 11 U.S.C. § 507(a)(5).

In re Westborn Service Center, Inc.,
Debtor

Case No. 09-12748 (PJW)
(if known)

Certain farmers and fishermen

Claims of certain farmers and fishermen, up to \$5,400* per farmer or fisherman, against the debtor, as provided in 11 U.S.C. § 507(a)(6).

Deposits by individuals

Claims of individuals up to \$2,425* for deposits for the purchase, lease, or rental of property or services for personal, family, or household use, that were not delivered or provided. 11 U.S.C. § 507(a)(7).

Taxes and Certain Other Debts Owed to Governmental Units

Taxes, customs duties, and penalties owing to federal, state, and local governmental units as set forth in 11 U.S.C. § 507(a)(8).

Commitments to Maintain the Capital of an Insured Depository Institution

Claims based on commitments to the FDIC, RTC, Director of the Office of Thrift Supervision, Comptroller of the Currency, or Board of Governors of the Federal Reserve System, or their predecessors or successors, to maintain the capital of an insured depository institution. 11 U.S.C. § 507 (a)(9).

Claims for Death or Personal Injury While Debtor Was Intoxicated

Claims for death or personal injury resulting from the operation of a motor vehicle or vessel while the debtor was intoxicated from using alcohol, a drug, or another substance. 11 U.S.C. § 507(a)(10).

* Amounts are subject to adjustment on April 1, 2010, and every three years thereafter with respect to cases commenced on or after the date of adjustment.

0 continuation sheets attached

In re Westborn Service Center, Inc.,
Debtor

Case No. 09-12748 (PJW)
(if known)

SCHEDULE F - CREDITORS HOLDING UNSECURED NONPRIORITY CLAIMS

State the name, mailing address, including zip code, and last four digits of any account number, of all entities holding unsecured claims without priority against the debtor or the property of the debtor, as of the date of filing of the petition. The complete account number of any account the debtor has with the creditor is useful to the trustee and the creditor and may be provided if the debtor chooses to do so. If a minor child is a creditor, state the child's initials and the name and address of the child's parent or guardian, such as "A.B., a minor child by John Doe, guardian." Do not disclose the child's name. See 11 U.S.C. § 112. and Fed. R. Bankr. P. 1007(m). Do not include claims listed in Schedules D and E. If all creditors will not fit on this page, use the continuation sheet provided.

If any entity other than a spouse in a joint case may be jointly liable on a claim, place an "X" in the column labeled "Codebtor," include the entity on the appropriate schedule of creditors, and complete Schedule H - Codebtors. If a joint petition is filed, state whether the husband, wife, both of them, or the marital community may be liable on each claim by placing an "H," "W," "J," or "C" in the column labeled "Husband, Wife, Joint, or Community."

If the claim is contingent, place an "X" in the column labeled "Contingent." If the claim is unliquidated, place an "X" in the column labeled "Unliquidated." If the claim is disputed, place an "X" in the column labeled "Disputed." (You may need to place an "X" in more than one of these three columns.)

Report the total of all claims listed on this schedule in the box labeled "Total" on the last sheet of the completed schedule. Report this total also on the Summary of Schedules and, if the debtor is an individual with primarily consumer debts, report this total also on the Statistical Summary of Certain Liabilities and Related Data.

Check this box if debtor has no creditors holding unsecured claims to report on this Schedule F.

CREDITOR'S NAME, MAILING ADDRESS INCLUDING ZIP CODE, AND ACCOUNT NUMBER <i>(See instructions above.)</i>	CODEBTOR	HUSBAND, WIFE, JOINT, OR COMMUNITY	DATE CLAIM WAS INCURRED AND CONSIDERATION FOR CLAIM. IF CLAIM IS SUBJECT TO SETOFF, SO STATE.	CONTINGENT	UNLIQUIDATED	DISPUTED	AMOUNT OF CLAIM
ACCOUNT NO. Cooper-Standard Automotive Inc. 39550 Orchard Hill Place Novi, MI 48375			Intercompany Payable				\$24,793,434.27
ACCOUNT NO. U.S. Bank National Association as Trustee 60 Livingston Avenue St. Paul, MN 55107	X		Guarantor for 8.375% Senior Subordinated Notes due December 15, 2014 (CUSIP 216762AD6); *U.S. Bank National Association succeeded Wilmington Trust Company as Trustee as of 8/12/2009		X		Undetermined
ACCOUNT NO. Wilmington Trust Company as trustee for the Senior Notes due 12/15/2012 Rodney Square North 100 N Market St Wilmington, DE 19890	X		Guarantor for 7.00% Senior Notes due December 15, 2012 (CUSIP 216762AB0)		X		Undetermined
Subtotal ▶							\$ 24,793,434.27
Total ▶							\$ 24,793,434.27 + undetermined amounts

0 continuation sheets attached

(Use only on last page of the completed Schedule F.)
(Report also on Summary of Schedules and, if applicable, on the Statistical
Summary of Certain Liabilities and Related Data.)

In re Westborn Service Center, Inc.,
 Debtor

Case No. 09-12748 (PJW)
 (if known)

SCHEDULE G - EXECUTORY CONTRACTS AND UNEXPIRED LEASES

Describe all executory contracts of any nature and all unexpired leases of real or personal property. Include any timeshare interests. State nature of debtor's interest in contract, i.e., "Purchaser," "Agent," etc. State whether debtor is the lessor or lessee of a lease. Provide the names and complete mailing addresses of all other parties to each lease or contract described. If a minor child is a party to one of the leases or contracts, state the child's initials and the name and address of the child's parent or guardian, such as "A.B., a minor child, by John Doe, guardian." Do not disclose the child's name. See 11 U.S.C. § 112. and Fed. R. Bankr. P. 1007(m).

Check this box if debtor has no executory contracts or unexpired leases.

NAME AND MAILING ADDRESS, INCLUDING ZIP CODE, OF OTHER PARTIES TO LEASE OR CONTRACT.	DESCRIPTION OF CONTRACT OR LEASE AND NATURE OF DEBTOR'S INTEREST. STATE WHETHER LEASE IS FOR NONRESIDENTIAL REAL PROPERTY. STATE CONTRACT NUMBER OF ANY GOVERNMENT CONTRACT.
Deutsche Bank Trust Company Americas, as Administrative Agent 60 Wall Street MS NYC60-4305 New York, NY 10005-2858	Financial Agreement Amendments and Consents/Waivers to Credit Agreement dated 12/23/2004
Deutsche Bank Trust Company Americas, as Administrative Agent Attn Meg Sutton 60 Wall St, MS NYC60-4305 New York, NY 10005	Financial Agreement Amended and Restated U.S. Subsidiaries Guaranty dated 8/31/2007
Deutsche Bank Trust Company Americas, as Administrative Agent Attn Meg Sutton 60 Wall St, MS NYC60-4305 New York, NY 10005	Financial Agreement Intercompany Subordination Agreement dated 12/23/2004
Deutsche Bank Trust Company Americas, as Collateral Agent Attn Meg Sutton 60 Wall Street New York, NY 10005	Financial Agreement Amended and Restated U.S. Security Agreement dated 8/31/2007

In re Westborn Service Center, Inc.,
Debtor

Case No. 09-12748 (PJW)
(if known)

SCHEDULE H - CODEBTORS

Provide the information requested concerning any person or entity, other than a spouse in a joint case, that is also liable on any debts listed by the debtor in the schedules of creditors. Include all guarantors and co-signers. If the debtor resides or resided in a community property state, commonwealth, or territory (including Alaska, Arizona, California, Idaho, Louisiana, Nevada, New Mexico, Puerto Rico, Texas, Washington, or Wisconsin) within the eight year period immediately preceding the commencement of the case, identify the name of the debtor's spouse and of any former spouse who resides or resided with the debtor in the community property state, commonwealth, or territory. Include all names used by the nondebtor spouse during the eight years immediately preceding the commencement of this case. If a minor child is a codebtor or a creditor, state the child's initials and the name and address of the child's parent or guardian, such as "A.B., a minor child, by John Doe, guardian." Do not disclose the child's name. See 11 U.S.C. § 112; Fed. Bankr. P. 1007(m).

Check this box if debtor has no codebtors.

NAME AND ADDRESS OF CODEBTOR	NAME AND ADDRESS OF CREDITOR
See attached rider	

Schedule H - Co-Debtor Rider

Name and Address of Co-Debtor	Name and Address of Creditor
Cooper-Standard Holdings Inc. 39550 Orchard Hill Place Drive Novi, MI 48375	Deutsche Bank Trust Company Americas, as Administrative Agent Attn Meg Sutton 60 Wall St, MS NYC60-4305 New York, NY 10005
Cooper-Standard Automotive Inc. 39550 Orchard Hill Place Drive Novi, MI 48375	Deutsche Bank Trust Company Americas, as Administrative Agent Attn Meg Sutton 60 Wall St, MS NYC60-4305 New York, NY 10005
Cooper-Standard Automotive FHS Inc. 39550 Orchard Hill Place Drive Novi, MI 48375	Deutsche Bank Trust Company Americas, as Administrative Agent Attn Meg Sutton 60 Wall St, MS NYC60-4305 New York, NY 10005
Cooper-Standard Automotive Fluid Systems Mexico Holding LLC 39550 Orchard Hill Place Drive Novi, MI 48375	Deutsche Bank Trust Company Americas, as Administrative Agent Attn Meg Sutton 60 Wall St, MS NYC60-4305 New York, NY 10005
StanTech, Inc. 39550 Orchard Hill Place Drive Novi, MI 48375	Deutsche Bank Trust Company Americas, as Administrative Agent Attn Meg Sutton 60 Wall St, MS NYC60-4305 New York, NY 10005
Cooper-Standard Automotive UK Fluid Systems Limited Attn Director Cooper Standard House Redgrave Close Parkway, Crosspoint Business Park Coventry, Warwickshire, CV2 2UU United Kingdom	Deutsche Bank Trust Company Americas, as Administrative Agent Attn Meg Sutton 60 Wall St, MS NYC60-4305 New York, NY 10005
Cooper-Standard Automotive (Deutschland) GmbH CARL-REINKE STRASSE 1 MARSBERG, D-34431 Germany	Deutsche Bank Trust Company Americas, as Administrative Agent Attn Meg Sutton 60 Wall St, MS NYC60-4305 New York, NY 10005
Cooper-Standard Automotive Espana, S.A. C/Gutenber, 4 28906 Getafe, Madrid, Spain	Deutsche Bank Trust Company Americas, as Administrative Agent Attn Meg Sutton 60 Wall St, MS NYC60-4305 New York, NY 10005
Cooper-Standard Automotive Ceska Republika s.r.o. Jamska 33 Zdar nad Sazavou, 591 01, Czech republic	Deutsche Bank Trust Company Americas, as Administrative Agent Attn Meg Sutton 60 Wall St, MS NYC60-4305 New York, NY 10005
Cooper-Standard Automotive Brasil Fluid Systems Ltda c/o Cooper-Standard Automotive Inc. Attn General Legal Counsel 39550 Orchard Hill Place Novi, MI 48375	Deutsche Bank Trust Company Americas, as Administrative Agent Attn Meg Sutton 60 Wall St, MS NYC60-4305 New York, NY 10005

Schedule H - Co-Debtor Rider

Name and Address of Co-Debtor	Name and Address of Creditor
Cooper-Standard Automotive India Private Limited Attn: Director Plot No-3A Ford Supplier Park Kilkarana Village Melrosapuram Post, Via SP Koil Chengalpattu 603204 Tamil Nadu India	Deutsche Bank Trust Company Americas, as Administrative Agent Attn Meg Sutton 60 Wall St, MS NYC60-4305 New York, NY 10005
Cooper Standard Automotive Korea, Inc. 70-35 SongJeong Dong, HeungDeok Gu Chung Buk, Korea 361-290	Deutsche Bank Trust Company Americas, as Administrative Agent Attn Meg Sutton 60 Wall St, MS NYC60-4305 New York, NY 10005
Cooper Standard Automotive France SAS 9 Rue Louis Rameau 95871 Bezons Cedex, France	Deutsche Bank Trust Company Americas, as Administrative Agent Attn Meg Sutton 60 Wall St, MS NYC60-4305 New York, NY 10005
Technistan SNC c/o Cooper-Standard Automotive Inc. Attn General Legal Counsel 39550 Orchard Hill Place Novi, MI 48375	Deutsche Bank Trust Company Americas, as Administrative Agent Attn Meg Sutton 60 Wall St, MS NYC60-4305 New York, NY 10005
Cooper-Standard Automotive Italy S.R.L. c/o Cooper-Standard Automotive Inc. Attn General Legal Counsel 39550 Orchard Hill Place Novi, MI 48375	Deutsche Bank Trust Company Americas, as Administrative Agent Attn Meg Sutton 60 Wall St, MS NYC60-4305 New York, NY 10005
Cooper-Standard Automotive (Australia) Pty. Ltd. 6 Sheffield Street Woodville North 5012 South Australia	Deutsche Bank Trust Company Americas, as Administrative Agent Attn Meg Sutton 60 Wall St, MS NYC60-4305 New York, NY 10005
Diorama GmbH & Co. KG Vermietungs KG Mainz Wilhelm-Theodor-Romheld-StraBe 30 Mainz, 55130 Germany	Deutsche Bank Trust Company Americas, as Administrative Agent Attn Meg Sutton 60 Wall St, MS NYC60-4305 New York, NY 10005
Cooper-Standard Automotive UK Sealing Limited Attn Director Cooper Standard House Redgrave Close Parkway, Crosspoint Business Park Coventry, Warwickshire, CV2 2UU United Kingdom	Deutsche Bank Trust Company Americas, as Administrative Agent Attn Meg Sutton 60 Wall St, MS NYC60-4305 New York, NY 10005
Standard Products Mould & Tool Co. Limited c/o Cooper-Standard Automotive Inc. Attn General Legal Counsel 39550 Orchard Hill Place Novi, MI 48375	Deutsche Bank Trust Company Americas, as Administrative Agent Attn Meg Sutton 60 Wall St, MS NYC60-4305 New York, NY 10005
Huntingdon Rubber Company Limited c/o Cooper-Standard Automotive Inc. Attn General Legal Counsel 39550 Orchard Hill Place Novi, MI 48375	Deutsche Bank Trust Company Americas, as Administrative Agent Attn Meg Sutton 60 Wall St, MS NYC60-4305 New York, NY 10005

Schedule H - Co-Debtor Rider

Name and Address of Co-Debtor	Name and Address of Creditor
Standard Products (UK) Limited c/o Cooper-Standard Automotive Inc. Attn General Legal Counsel 39550 Orchard Hill Place Novi, MI 48375	Deutsche Bank Trust Company Americas, as Administrative Agent Attn Meg Sutton 60 Wall St, MS NYC60-4305 New York, NY 10005
The Standard Products Company (Europe) Limited c/o Cooper-Standard Automotive Inc. Attn General Legal Counsel 39550 Orchard Hill Place Novi, MI 48375	Deutsche Bank Trust Company Americas, as Administrative Agent Attn Meg Sutton 60 Wall St, MS NYC60-4305 New York, NY 10005
Bird Mould and Tool Company Limited c/o Cooper-Standard Automotive Inc. Attn General Legal Counsel 39550 Orchard Hill Place Novi, MI 48375	Deutsche Bank Trust Company Americas, as Administrative Agent Attn Meg Sutton 60 Wall St, MS NYC60-4305 New York, NY 10005
Silent Channel Products Limited c/o Cooper-Standard Automotive Inc. Attn General Legal Counsel 39550 Orchard Hill Place Novi, MI 48375	Deutsche Bank Trust Company Americas, as Administrative Agent Attn Meg Sutton 60 Wall St, MS NYC60-4305 New York, NY 10005
Coopermex S.A. de C.V. Victoria Norte 2707 Avenue 101 Piedras Negras, Mexico 26010	Deutsche Bank Trust Company Americas, as Administrative Agent Attn Meg Sutton 60 Wall St, MS NYC60-4305 New York, NY 10005
Cooper-Standard Automotive de Mexico, S.A. de C.V. Victoria Norte 2707, Col. Mundo Nuevo Piedras Negras, Coahuila, CP, 26010 Mexico	Deutsche Bank Trust Company Americas, as Administrative Agent Attn Meg Sutton 60 Wall St, MS NYC60-4305 New York, NY 10005
Cooper-Standard Automotive Polska SP. Z.O.O. c/o Cooper-Standard Automotive Inc. Attn General Legal Counsel 39550 Orchard Hill Place Novi, MI 48375	Deutsche Bank Trust Company Americas, as Administrative Agent Attn Meg Sutton 60 Wall St, MS NYC60-4305 New York, NY 10005
Itatiaia Standard Industria E Comercio Ltda c/o Cooper-Standard Automotive Inc. Attn General Legal Counsel 39550 Orchard Hill Place Novi, MI 48375	Deutsche Bank Trust Company Americas, as Administrative Agent Attn Meg Sutton 60 Wall St, MS NYC60-4305 New York, NY 10005
Cooper-Standard Automotive Services S.A. de C.V. Attention: General Manager Parque Industrial San Francisco San Francisco de Los Romo Aguascalientes, CP, 20300 Mexico	Deutsche Bank Trust Company Americas, as Administrative Agent Attn Meg Sutton 60 Wall St, MS NYC60-4305 New York, NY 10005
Cooper-Standard Automotive Sealing de Mexico, S.A. de C.V. Avenue Mexico 101 Parque Industrial San Francisco San Francisco de Los Romo Aguascalientes, CP, 20300 Mexico	Deutsche Bank Trust Company Americas, as Administrative Agent Attn Meg Sutton 60 Wall St, MS NYC60-4305 New York, NY 10005

Schedule H - Co-Debtor Rider

Name and Address of Co-Debtor	Name and Address of Creditor
Cooper-Standard Automotive Fluid Systems de Mexico, S. de R.L. de C.V. Attn Director Adolfo Aymes 131 Cd. Industrial Torreon, Coahuila, 27019 Mexico	Deutsche Bank Trust Company Americas, as Administrative Agent Attn Meg Sutton 60 Wall St, MS NYC60-4305 New York, NY 10005
Cooper-Standard Automotive de Mexico Fluid Services, S. de R.L. de C.V. c/o Cooper-Standard Automotive Inc, Attn President Global Fluid Systems, 2650 N Opdyke Rd Auburn Hills, MI 48326	Deutsche Bank Trust Company Americas, as Administrative Agent Attn Meg Sutton 60 Wall St, MS NYC60-4305 New York, NY 10005
SPB Comercio E Participacoes Ltda c/o Cooper-Standard Automotive Inc. Attn General Legal Counsel 39550 Orchard Hill Place Novi, MI 48375	Deutsche Bank Trust Company Americas, as Administrative Agent Attn Meg Sutton 60 Wall St, MS NYC60-4305 New York, NY 10005
Itatiaia Standard Industrial Ltda c/o Cooper-Standard Automotive Inc. Attn General Legal Counsel 39550 Orchard Hill Place Novi, MI 48375	Deutsche Bank Trust Company Americas, as Administrative Agent Attn Meg Sutton 60 Wall St, MS NYC60-4305 New York, NY 10005
Cooper-Standard Automotive Brasil Sealing Ltda Attention: Diretor Geral Av. Manoel Vida, 1000 Varginha, MG, 37062-460 Brazil	Deutsche Bank Trust Company Americas, as Administrative Agent Attn Meg Sutton 60 Wall St, MS NYC60-4305 New York, NY 10005
CSA (Barbados) Investment Co., Ltd. Chancery House, High Street Bridgetown, Barbados, West Indies	Deutsche Bank Trust Company Americas, as Administrative Agent Attn Meg Sutton 60 Wall St, MS NYC60-4305 New York, NY 10005
Cooper Saiyang Wuhu Automotive Co., Ltd. Attn Director Changchun Road W. Wuhu Economic and Development Zone Wuhu Anhui, 241009 China	Deutsche Bank Trust Company Americas, as Administrative Agent Attn Meg Sutton 60 Wall St, MS NYC60-4305 New York, NY 10005
Cooper-Standard Kunshan Automotive Co., Ltd. Attn: Director No. 183 Xiao Yu He Road Kunshan, Jiangsu Province, 215300 China	Deutsche Bank Trust Company Americas, as Administrative Agent Attn Meg Sutton 60 Wall St, MS NYC60-4305 New York, NY 10005
Cooper-Standard Automotive UK Pension Trust Ltd. c/o Cooper-Standard Automotive Inc. Attn General Legal Counsel 39550 Orchard Hill Place Novi, MI 48375	Deutsche Bank Trust Company Americas, as Administrative Agent Attn Meg Sutton 60 Wall St, MS NYC60-4305 New York, NY 10005
Cooper-Standard Chongqing Automotive Co., Ltd. Attn: Director Huan Jian Fang, Li shu Wan Sa Ping Ba District Chongqing 400038 China	Deutsche Bank Trust Company Americas, as Administrative Agent Attn Meg Sutton 60 Wall St, MS NYC60-4305 New York, NY 10005

Schedule H - Co-Debtor Rider

Name and Address of Co-Debtor	Name and Address of Creditor
CSA Holding (Deutschland) GmbH c/o Cooper-Standard Automotive Inc. Attn General Legal Counsel 39550 Orchard Hill Place Novi, MI 48375	Deutsche Bank Trust Company Americas, as Administrative Agent Attn Meg Sutton 60 Wall St, MS NYC60-4305 New York, NY 10005
CSA Beteiligungen(Deutschland) GmbH c/o Cooper-Standard Automotive Inc. Attn General Legal Counsel 39550 Orchard Hill Place Novi, MI 48375	Deutsche Bank Trust Company Americas, as Administrative Agent Attn Meg Sutton 60 Wall St, MS NYC60-4305 New York, NY 10005
Cooper-Standard Automotive Canada Limited Attn: President 1030 Erie Street Stratford, ON N5A 6V7 Canada	Deutsche Bank Trust Company Americas, as Administrative Agent Attn Meg Sutton 60 Wall St, MS NYC60-4305 New York, NY 10005
CSA Holding DO Brazil Ltda. c/o Cooper-Standard Automotive Inc. Attn General Legal Counsel 39550 Orchard Hill Place Novi, MI 48375	Deutsche Bank Trust Company Americas, as Administrative Agent Attn Meg Sutton 60 Wall St, MS NYC60-4305 New York, NY 10005
North American Rubber, Incorporated 39550 Orchard Hill Place Drive Novi, MI 48375	Deutsche Bank Trust Company Americas, as Administrative Agent Attn Meg Sutton 60 Wall St, MS NYC60-4305 New York, NY 10005
Sterling Investments Company 39550 Orchard Hill Place Drive Novi, MI 48375	Deutsche Bank Trust Company Americas, as Administrative Agent Attn Meg Sutton 60 Wall St, MS NYC60-4305 New York, NY 10005
NISCO Holding Company 39550 Orchard Hill Place Drive Novi, MI 48375	Deutsche Bank Trust Company Americas, as Administrative Agent Attn Meg Sutton 60 Wall St, MS NYC60-4305 New York, NY 10005
Cooper-Standard Automotive NC L.L.C. 39550 Orchard Hill Place Drive Novi, MI 48375	Deutsche Bank Trust Company Americas, as Administrative Agent Attn Meg Sutton 60 Wall St, MS NYC60-4305 New York, NY 10005
CS Automotive LLC 39550 Orchard Hill Place Drive Novi, MI 48375	Deutsche Bank Trust Company Americas, as Administrative Agent Attn Meg Sutton 60 Wall St, MS NYC60-4305 New York, NY 10005
CSA Services Inc 39550 Orchard Hill Place Drive Novi, MI 48375	Deutsche Bank Trust Company Americas, as Administrative Agent Attn Meg Sutton 60 Wall St, MS NYC60-4305 New York, NY 10005
Cooper-Standard Automotive OH, LLC 39550 Orchard Hill Place Drive Novi, MI 48375	Deutsche Bank Trust Company Americas, as Administrative Agent Attn Meg Sutton 60 Wall St, MS NYC60-4305 New York, NY 10005

Schedule H - Co-Debtor Rider

Name and Address of Co-Debtor	Name and Address of Creditor
Cooper-Standard Holdings Inc. 39550 Orchard Hill Place Drive Novi, MI 48375	Deutsche Bank Trust Company Americas, as Collateral Agent Attn Meg Sutton 60 Wall St, MS NYC60-4305 New York, NY 10005-2858
Cooper-Standard Automotive Inc. 39550 Orchard Hill Place Drive Novi, MI 48375	Deutsche Bank Trust Company Americas, as Collateral Agent Attn Meg Sutton 60 Wall St, MS NYC60-4305 New York, NY 10005-2858
Cooper-Standard Automotive FHS Inc. 39550 Orchard Hill Place Drive Novi, MI 48375	Deutsche Bank Trust Company Americas, as Collateral Agent Attn Meg Sutton 60 Wall St, MS NYC60-4305 New York, NY 10005-2858
Cooper-Standard Automotive Fluid Systems Mexico Holding LLC 39550 Orchard Hill Place Drive Novi, MI 48375	Deutsche Bank Trust Company Americas, as Collateral Agent Attn Meg Sutton 60 Wall St, MS NYC60-4305 New York, NY 10005-2858
StanTech, Inc. 39550 Orchard Hill Place Drive Novi, MI 48375	Deutsche Bank Trust Company Americas, as Collateral Agent Attn Meg Sutton 60 Wall St, MS NYC60-4305 New York, NY 10005-2858
North American Rubber, Incorporated 39550 Orchard Hill Place Drive Novi, MI 48375	Deutsche Bank Trust Company Americas, as Collateral Agent Attn Meg Sutton 60 Wall St, MS NYC60-4305 New York, NY 10005-2858
Sterling Investments Company 39550 Orchard Hill Place Drive Novi, MI 48375	Deutsche Bank Trust Company Americas, as Collateral Agent Attn Meg Sutton 60 Wall St, MS NYC60-4305 New York, NY 10005-2858
NISCO Holding Company 39550 Orchard Hill Place Drive Novi, MI 48375	Deutsche Bank Trust Company Americas, as Collateral Agent Attn Meg Sutton 60 Wall St, MS NYC60-4305 New York, NY 10005-2858
Cooper-Standard Automotive NC L.L.C. 39550 Orchard Hill Place Drive Novi, MI 48375	Deutsche Bank Trust Company Americas, as Collateral Agent Attn Meg Sutton 60 Wall St, MS NYC60-4305 New York, NY 10005-2858
CSA Services Inc 39550 Orchard Hill Place Drive Novi, MI 48375	Deutsche Bank Trust Company Americas, as Collateral Agent Attn Meg Sutton 60 Wall St, MS NYC60-4305 New York, NY 10005-2858
Cooper-Standard Automotive OH, LLC 39550 Orchard Hill Place Drive Novi, MI 48375	Deutsche Bank Trust Company Americas, as Collateral Agent Attn Meg Sutton 60 Wall St, MS NYC60-4305 New York, NY 10005-2858

Schedule H - Co-Debtor Rider

Name and Address of Co-Debtor	Name and Address of Creditor
Cooper-Standard Holdings Inc. 39550 Orchard Hill Place Drive Novi, MI 48375	U.S. Bank National Association as Trustee 60 Livingston Avenue St. Paul, MN 55107
Cooper-Standard Automotive Inc. 39550 Orchard Hill Place Drive Novi, MI 48375	U.S. Bank National Association as Trustee 60 Livingston Avenue St. Paul, MN 55107
Cooper-Standard Automotive FHS Inc. 39550 Orchard Hill Place Drive Novi, MI 48375	U.S. Bank National Association as Trustee 60 Livingston Avenue St. Paul, MN 55107
Cooper-Standard Automotive Fluid Systems Mexico Holding LLC 39550 Orchard Hill Place Drive Novi, MI 48375	U.S. Bank National Association as Trustee 60 Livingston Avenue St. Paul, MN 55107
StanTech, Inc. 39550 Orchard Hill Place Drive Novi, MI 48375	U.S. Bank National Association as Trustee 60 Livingston Avenue St. Paul, MN 55107
North American Rubber, Incorporated 39550 Orchard Hill Place Drive Novi, MI 48375	U.S. Bank National Association as Trustee 60 Livingston Avenue St. Paul, MN 55107
Sterling Investments Company 39550 Orchard Hill Place Drive Novi, MI 48375	U.S. Bank National Association as Trustee 60 Livingston Avenue St. Paul, MN 55107
NISCO Holding Company 39550 Orchard Hill Place Drive Novi, MI 48375	U.S. Bank National Association as Trustee 60 Livingston Avenue St. Paul, MN 55107
Cooper-Standard Automotive NC L.L.C. 39550 Orchard Hill Place Drive Novi, MI 48375	U.S. Bank National Association as Trustee 60 Livingston Avenue St. Paul, MN 55107
CSA Services Inc 39550 Orchard Hill Place Drive Novi, MI 48375	U.S. Bank National Association as Trustee 60 Livingston Avenue St. Paul, MN 55107
Cooper-Standard Automotive OH, LLC 39550 Orchard Hill Place Drive Novi, MI 48375	U.S. Bank National Association as Trustee 60 Livingston Avenue St. Paul, MN 55107
Cooper-Standard Holdings Inc. 39550 Orchard Hill Place Drive Novi, MI 48375	Wilmington Trust Company, as Indenture Trustee Rodney Square North 100 N Market St Wilmington, DE 19890
Cooper-Standard Automotive Inc. 39550 Orchard Hill Place Drive Novi, MI 48375	Wilmington Trust Company, as Indenture Trustee Rodney Square North 100 N Market St Wilmington, DE 19890
Cooper-Standard Automotive FHS Inc. 39550 Orchard Hill Place Drive Novi, MI 48375	Wilmington Trust Company, as Indenture Trustee Rodney Square North 100 N Market St Wilmington, DE 19890
Cooper-Standard Automotive Fluid Systems Mexico Holding LLC 39550 Orchard Hill Place Drive Novi, MI 48375	Wilmington Trust Company, as Indenture Trustee Rodney Square North 100 N Market St Wilmington, DE 19890
StanTech, Inc. 39550 Orchard Hill Place Drive Novi, MI 48375	Wilmington Trust Company, as Indenture Trustee Rodney Square North 100 N Market St Wilmington, DE 19890

Schedule H - Co-Debtor Rider

Name and Address of Co-Debtor	Name and Address of Creditor
North American Rubber, Incorporated 39550 Orchard Hill Place Drive Novi, MI 48375	Wilmington Trust Company, as Indenture Trustee Rodney Square North 100 N Market St Wilmington, DE 19890
Sterling Investments Company 39550 Orchard Hill Place Drive Novi, MI 48375	Wilmington Trust Company, as Indenture Trustee Rodney Square North 100 N Market St Wilmington, DE 19890
NISCO Holding Company 39550 Orchard Hill Place Drive Novi, MI 48375	Wilmington Trust Company, as Indenture Trustee Rodney Square North 100 N Market St Wilmington, DE 19890
Cooper-Standard Automotive NC L.L.C. 39550 Orchard Hill Place Drive Novi, MI 48375	Wilmington Trust Company, as Indenture Trustee Rodney Square North 100 N Market St Wilmington, DE 19890
CSA Services Inc 39550 Orchard Hill Place Drive Novi, MI 48375	Wilmington Trust Company, as Indenture Trustee Rodney Square North 100 N Market St Wilmington, DE 19890
Cooper-Standard Automotive OH, LLC 39550 Orchard Hill Place Drive Novi, MI 48375	Wilmington Trust Company, as Indenture Trustee Rodney Square North 100 N Market St Wilmington, DE 19890

In re Westborn Service Center, Inc.
Debtor (if known)

Case No. 09-12748 (PJW)
(if known)

DECLARATION CONCERNING DEBTOR'S SCHEDULES

DECLARATION UNDER PENALTY OF PERJURY BY INDIVIDUAL DEBTOR

I declare under penalty of perjury that I have read the foregoing summary and schedules, consisting of _____ sheets, and that they are true and correct to the best of my knowledge, information, and belief.

Date _____

Signature: _____
Debtor

Date _____

Signature: _____
(Joint Debtor, if any)

[If joint case, both spouses must sign.]

DECLARATION AND SIGNATURE OF NON-ATTORNEY BANKRUPTCY PETITION PREPARER (See 11 U.S.C. § 110)

I declare under penalty of perjury that: (1) I am a bankruptcy petition preparer as defined in 11 U.S.C. § 110; (2) I prepared this document for compensation and have provided the debtor with a copy of this document and the notices and information required under 11 U.S.C. §§ 110(b), 110(h) and 342(b); and, (3) if rules or guidelines have been promulgated pursuant to 11 U.S.C. § 110(h) setting a maximum fee for services chargeable by bankruptcy petition preparers, I have given the debtor notice of the maximum amount before preparing any document for filing for a debtor or accepting any fee from the debtor, as required by that section.

Printed or Typed Name and Title, if any,
of Bankruptcy Petition Preparer

Social Security No.
(Required by 11 U.S.C. § 110.)

If the bankruptcy petition preparer is not an individual, state the name, title (if any), address, and social security number of the officer, principal, responsible person, or partner who signs this document.

Address

X _____
Signature of Bankruptcy Petition Preparer

Date

Names and Social Security numbers of all other individuals who prepared or assisted in preparing this document, unless the bankruptcy petition preparer is not an individual:

If more than one person prepared this document, attach additional signed sheets conforming to the appropriate Official Form for each person.

A bankruptcy petition preparer's failure to comply with the provisions of title 11 and the Federal Rules of Bankruptcy Procedure may result in fines or imprisonment or both. 11 U.S.C. §110; 18 U.S.C. § 156.

DECLARATION UNDER PENALTY OF PERJURY ON BEHALF OF A CORPORATION OR PARTNERSHIP

I, the _____ Director and Vice President _____ [the president or other officer or an authorized agent of the corporation or a member or an authorized agent of the partnership] of the _____ corporation _____ [corporation or partnership] named as debtor in this case, declare under penalty of perjury that I have read the foregoing summary and schedules, consisting of _____ sheets (Total shown on summary page plus 1), and that they are true and correct to the best of my knowledge, information, and belief.

Date 10/2/2009

Signature: Allen J. Campbell

Allen J. Campbell, Director and Vice President
[Print or type name of individual signing on behalf of debtor.]

[An individual signing on behalf of a partnership or corporation must indicate position or relationship to debtor.]

Penalty for making a false statement or concealing property: Fine of up to \$500,000 or imprisonment for up to 5 years or both. 18 U.S.C. §§ 152 and 3571.