

EXHIBIT C

ASSET PURCHASE AGREEMENT

This ASSET PURCHASE AGREEMENT (this "Agreement") is entered into and dated as of _____, 2008 (the "Effective Date"), by and among _____, a _____ corporation (the "Purchaser"), Plastech Engineered Products, Inc., a Michigan corporation (the "Company"), and each of the direct and indirect subsidiaries listed on the signature page hereto, (each a "Seller" and, together with the Company, the "Sellers").

W I T N E S S E T H:

WHEREAS, Sellers are engaged in the business of, among other things, designing and manufacturing plastic-based automotive exterior components in the United States (the "Exteriors Business"); and

WHEREAS, each of the Sellers filed a voluntary petition for relief under Chapter 11 of Title 11 of the United States Code, 11 U.S.C. §§ 101-1532 (as amended, the "Bankruptcy Code") in the United States Bankruptcy Court for the Eastern District of Michigan (the "Bankruptcy Court") on February 1, 2008, and each Seller requested that the Sellers' respective Chapter 11 cases be jointly administered for procedural purposes under a single Case Number (the "Bankruptcy Case");

WHEREAS, upon the terms and subject to the conditions set forth herein and as authorized under Sections 105, 363, and 365 of the Bankruptcy Code, Purchaser desires to purchase from the Sellers, and the Sellers desire to sell to Purchaser, substantially all of the Sellers' assets used exclusively in connection with the Exteriors Business (other than the Excluded Assets (as defined below)) in exchange for the payment to the Sellers of the Purchase Price (as defined below) and the assumption by the Purchaser of certain of the Sellers' liabilities and obligations;

WHEREAS, the Sellers believe, following consultation with their financial advisors and consideration of available alternatives, that, in light of the current circumstances, a sale of their assets used in connection with the Exteriors Business is necessary to maximize value and is in the best interest of the Sellers, their respective shareholders and creditors;

WHEREAS, the transactions contemplated by this Agreement (the "Transactions") are subject to the approval of the Bankruptcy Court and will be consummated only pursuant to a Sale Order (as defined below) to be entered in the Bankruptcy Case and other applicable provisions of the Bankruptcy Code;

NOW, THEREFORE, in consideration of the premises and the mutual representations, warranties, covenants and agreements hereinafter contained, the parties hereto, intending to be legally bound by the terms hereof, the parties hereto hereby agree as follows:

ARTICLE I

DEFINITIONS

1.1 Certain Definitions. For purposes of this Agreement, the following terms shall have the meanings specified in this Section 1.1 or in other Sections of this Agreement, as identified in the chart in Section 1.2: “Affiliate” means, with respect to any Person, any other Person that, directly or indirectly through one or more intermediaries, controls, or is controlled by, or is under common control with, such Person, and the term “control” (including the terms “controlled by” and “under common control with”) means the possession, directly or indirectly, of the power to direct or cause the direction of the management and policies of such Person, whether through ownership of voting securities, by contract or otherwise.

“Assumed Executory Contract” means all Assumed Contracts and Assumed Leases.

“Assumption Order” means an Order of the Bankruptcy Court authorizing the assumption or the assumption and assignment of a Contract or Lease pursuant to Section 365 of the Bankruptcy Code, which Order may be the Sale Order.

“Budget” has the meaning set forth in the DIP Facility.

“Business Day” means any day of the year on which national banking institutions in New York are open to the public for conducting business and are not required or authorized by law to close.

“Claim” has the meaning set forth in Section 101(5) of the Bankruptcy Code.

“Code” means the Internal Revenue Code of 1986, as amended.

“Contract” means any contract, indenture, note, bond, personal property or other lease, license, purchase or sale order, warranties, commitments, or other written or oral agreement, other than a Lease, to which a Seller is a party and which is related to the Exteriors Business.

“Cure Costs” means amounts that must be paid and obligations that otherwise must be satisfied, including pursuant to Sections 365(b)(1)(A) and (B) of the Bankruptcy Code, in connection with the assumption and/or assignment of the Assumed Leases and the Assumed Contracts.

“Designation Deadline” means 5:00 p.m., New York time, on _____, 2008.

“DIP Facility” means the debtor in possession financing facility provided pursuant to the Second Amended and Restated Post-Petition Loan and Security Agreement by and between the Debtors and the Major Customers and approved by the Bankruptcy Court pursuant to the DIP Financing Order.

“DIP Financing Order” means that certain Order (I) Extending Interim Financing Period Under Second Interim Order Authorizing Debtors-In-Possession To Obtain Financing; (II) Authorizing Transfer Of DIP Facility To New DIP Lender; (III) Authorizing Debtors To Obtain

Further Interim Financing Pursuant To Second DIP Facility; And (IV) Scheduling Final Hearing, entered by the Bankruptcy Court at Docket No. 954 and any final order entered by the Bankruptcy Court with respect thereto.

“Documents” means all files, documents, instruments, papers, books, reports, records, tapes, microfilms, photographs, letters, budgets, forecasts, ledgers, journals, title policies, customer lists, regulatory filings, operating data and plans, technical documentation (design specifications, functional requirements, operating instructions, logic manuals, flow charts, etc.), user documentation (installation guides, user manuals, training materials, release notes, working papers, etc.), marketing documentation (sales brochures, flyers, pamphlets, web pages, etc.), whether or not in electronic form.

“Employee Benefit Plans” means each deferred compensation and each bonus or other incentive compensation, stock purchase, stock option and other equity related compensation plan, program, agreement or arrangement; each severance or termination pay, medical, surgical, hospitalization, life insurance and other “welfare” plan, fund or program (within the meaning of Section 3(1) of ERISA); each profit-sharing, stock bonus or other “pension” plan, fund or program (within the meaning of Section 3(2) of ERISA); each employment, termination, change in control, retention or severance plan or agreement that is maintained or contributed to by the Sellers for the benefit of any employee associated with the Purchased Assets and the Exteriors Business.

“Employees” means all individuals, as of the date hereof, who are employed by any of the Sellers and are associated with the Purchased Assets and the surviving Exteriors Business.

“Encumbrances” means any security interest, lien, collateral assignment, right of setoff, debt, obligation, liability, pledge, levy, charge, escrow, encumbrance, option, transfer restriction, mortgage, lease, deed of trust, indenture, security agreement, easement, proxy, voting trust or agreement or transfer restriction under any shareholder or similar agreement.

“Environmental Laws” means any applicable federal, state or local laws or regulations, relating to pollution or protection of the environment.

“ERISA” means the Employee Retirement Income Security Act of 1974, as amended.

“Excluded Matter” means: (i) any material change in the United States or foreign economies or financial markets in general; (ii) any material change that generally affects the industry in which Sellers operate; (iii) any material change arising in connection with acts of God, hostilities, acts of war, sabotage, terrorism or military actions or any escalation or material worsening of any such hostilities, acts of war, sabotage or terrorism or military actions existing or underway as of the date hereof; (iv) any change in applicable Laws or GAAP or generally accepted interpretation thereof; or (v) any actions taken or proposed to be taken by Purchaser or any of its Affiliates or with Purchaser’s prior written consent or permission; (vi) any actions required by law; (vii) any change resulting from the public announcement of this Agreement, compliance with terms of this Agreement or the consummation of the Transactions, including by reason of the identity of the Purchaser or communication by the Purchaser of its plans or

intentions regarding the operation of the Exteriors Business; (vii) any material adverse effect resulting from the filing of the Bankruptcy Case.

"Executory Contract" means any Contract or Lease that is executory as that term is used in Section 365 of the Bankruptcy Code.

"Final Order" means an Order of the Bankruptcy Court the operation of which has not been modified or amended without the consent of Purchaser, reversed or stayed, as to which Order no appeal or motion, application, petition or writ seeking reversal, reconsideration, reargument, rehearing, certiorari, amendment, modification, a stay or similar relief is pending, and the time to file any such appeal or motion, application, petition or writ has expired.

"GAAP" means generally accepted accounting principles in the United States.

"Governmental Body" means any government or governmental or regulatory body thereof, or political subdivision thereof, whether foreign, federal, state, or local, or any agency, instrumentality or authority thereof, or any court or arbitrator (public or private).

"HSR Act" means the Hart-Scott-Rodino Antitrust Improvements Act of 1976, as amended.

"Intellectual Property" means all material patents, trademarks, service marks, trade names, service names, brand names, copyrights, registrations, software and all applications therefore.

"Interest" shall mean an "interest in property" as such phrase is used in Section 363(f) of the Bankruptcy Code.

"Interiors Business Assets" shall mean all of the assets of Sellers not used exclusively in connection with the Exteriors Business.

"Law" means any federal, state or local law or regulation.

"Leases" means all unexpired leases, subleases, licenses or other agreements pursuant to which the Sellers hold or use any non-residential Real Property in connection with the Exteriors Business.

"Legal Proceeding" means any judicial, administrative or arbitral actions, suits, proceedings or claims or any proceedings by or before a Governmental Body.

"Liability" means any debt, liability or obligation (whether direct or indirect, known or unknown, absolute or contingent, accrued or unaccrued, liquidated or unliquidated, or due or to become due), and including all costs and expenses relating thereto.

"Lien" has the meaning set forth in Section 101(37) of the Bankruptcy Code.

"Major Customers" means collectively General Motors Corporation, Ford Motor Company, Johnson Controls, Inc. and Chrysler LLC.

“Material Adverse Change” means any event, occurrence or effect (regardless of whether such event, occurrence or effect constitutes a breach of any representation, warranty or covenant of Sellers hereunder) that has had or would be reasonably likely to have, individually or when considered together with any other events, occurrences or effects (i) a material adverse change in the Exteriors Business or (ii) a material adverse change in or to the ability of Sellers to consummate the Transactions or perform their obligations under this Agreement, other than, in either case, to the extent such effect or change results from or relates to an Excluded Matter; provided, however, that the act of filing a case under chapter 11 of the Bankruptcy Code by the Sellers did not and shall not constitute a Material Adverse Change.

“Material Decision” shall mean any of the following to the extent the same may affect the Exteriors Business following the Closing Date: (i) entering into any Material Contract; (ii) terminating any Lease or Contract; (iii) making any material amendment or waiving any of Seller’s material rights in respect of any Lease or Contract; or (iv) taking any action to respond to any material customer or regulatory complaint outside of the normal course of business.

“Order” means any order, injunction, judgment, decree, ruling, writ, assessment or arbitration award of a Governmental Body.

“Permits” means any approvals, authorizations, consents, licenses, permits or certificates of a Governmental Body.

“Permitted Exceptions” means, with respect to or upon any of the property or assets of the Sellers, whether owned as of the date hereof or thereafter, (i) all Liens, defects, exceptions, restrictions, easements, rights of way and encumbrances of record of such property or asset and which would not individually (or in the aggregate with others) be reasonably expected to have a Material Adverse Change on the use or enjoyment of such asset, (ii) any other imperfections in title, charges, easements, restrictions, encumbrances and other matters affecting title that do not materially affect the value or use of the affected asset, (iii) Liens for Taxes that constitute Assumed Liabilities, (iv) zoning, entitlement and other land use and environmental laws and regulations by any Governmental Body; (v) Liens, Claims, Interests or Encumbrances that constitute Assumed Liabilities; (vi) violations of laws, regulations, ordinances, orders or requirements, if any, arising out of the adoption, promulgation, repeal, modification or reinterpretation of any law, rule, regulation, ordinance or order of any federal, state, county or local government, governmental agency, court, commission, department or other such entity which occurs subsequent to the Effective Date, (vii) Liens, title exceptions or other imperfections of title caused by or resulting from the acts of Purchaser or any of its affiliates, employees, officers, directors, agents, contractors, invitees or licensees and (viii) encroachments, overlaps, boundary line disputes, and any other matters which would be disclosed by an accurate survey and inspection of the affected asset and that do not materially detract from the value of or materially impair the use of the affected asset.

“Permitted Restructuring Alternative” means any of the Sellers’ other restructuring alternatives to the extent they result in a lump-sum cash payment to the _____ Lenders in full satisfaction of all Liabilities and other obligations under the _____ Credit Agreement on or before _____, 2008.

“Person” means any individual, corporation, limited liability company, partnership, firm, joint venture, association, joint-stock company, trust, unincorporated organization, Governmental Body or other entity.

“Petition Date” means the date on which each of the Sellers filed their respective petitions for relief under Chapter 11 of the Bankruptcy Code.

“Sale Order” means an order entered by the Bankruptcy Court in the form annexed hereto as Exhibit 1.1A, which attached form is acceptable to the Purchaser.

“Tax Authority” means any government, or agency, instrumentality or employee thereof, charged with the administration of any law or regulation relating to Taxes.

“Taxes” means (i) all federal, state, local or foreign taxes, charges or other assessments, including, without limitation, all net income, gross receipts, capital, sales, use, ad valorem, value added, transfer, franchise, profits, inventory, capital stock, license, withholding, payroll, employment, social security, unemployment, excise, severance, stamp, occupation, property and estimated taxes, (ii) any item described in clause (i) for which a taxpayer is liable as a transferee or successor, by reason of the regulations under Section 1502 of the Code, or by contract, indemnity or otherwise, and (iii) all interest, penalties, fines, additions to tax or additional amounts imposed by any Tax Authority in connection with any item described in clause (i) or (ii).

“Tax Return” means all returns, declarations, reports, estimates, information returns and statements required to be filed in respect of any Taxes (including any attachments thereto or amendments thereof).

1.2 Terms Defined Elsewhere in this Agreement

For purposes of this Agreement, the following terms have meanings set forth in the sections indicated:

| <u>Term</u> | <u>Section</u> |
|----------------------|----------------|
| Agreement | Preamble |
| Allocation Statement | 11.2 |
| Antitrust Division | 8.4(a) |
| Antitrust Laws | 8.4(b) |
| Assigned Permits | 2.1(b)(xii) |
| Assumed Contracts | 2.1(b)(ix) |
| Assumed Leases | 2.1(b)(viii) |
| Assumed Liabilities | 2.2 |
| Auction Date | 7.2(a) |
| Avoidance Actions | 2.1(c)(vii) |
| Bankruptcy Case | Recitals |
| Bankruptcy Code | Recitals |
| Bankruptcy Court | Recitals |

| | |
|--|-------------|
| Bid Deadline | 7.2(a) |
| Bidding Procedures Order | 7.2(a) |
| Break-Up Fee and Expense Reimbursement | 7.4 |
| Business | Recitals |
| Closing | 4.1 |
| Closing Date | 4.1 |
| Company | Preamble |
| Competing Transaction | 7.1 |
| Deposit | 3.2 |
| D&O Policies | 2.1(c)(iii) |
| Effective Date | Preamble |
| Excluded Assets | 2.1(c) |
| Excluded Liabilities | 2.3 |
| Exterior Business | Recitals |
| Financial Statements | 5.16 |
| FTC | 8.4(a) |
| Initial Incremental Bid Amount | 7.2(b)(i) |
| Inventory | 2.1(b)(ii) |
| Leased Machinery and Equipment | 2.1(b)(i) |
| Leased Real Property | 5.13(b) |
| Liquidated Damages Amount | 4.6(b) |
| Machinery and Equipment | 2.1(b)(i) |
| Material Contracts | 5.11(a) |
| Owned Machinery and Equipment | 2.1(b)(i) |
| Owned Real Property | 2.1(b)(iv) |
| Periodic Taxes | 11.1 |
| Purchased Assets | 2.1(b) |
| Purchased Intellectual Property | 2.1(b)(x) |
| Purchase Price | 3.1 |
| Purchaser | Preamble |
| Qualified Bid | 7.2(b)(iii) |
| Qualified Bidder | 7.2(b)(ii) |
| Real Property | 5.13(b) |
| Retained Employees | 9.1 |
| Sale Hearing | 7.2(a) |
| Seller or Sellers | Preamble |
| Subsequent Incremental Bid Amount | 7.2(b)(iv) |
| Supplies | 2.1(b)(iii) |
| Termination Date | 4.4(a) |
| Transactions | Recitals |
| Transferred Employees | 9.1 |

1.3 Other Definitional and Interpretive Matters.

(a) Unless otherwise expressly provided, for purposes of this Agreement, the following rules of interpretation shall apply:

(i) Calculation of Time Period. When calculating the period of time before which, within which or following which any act is to be done or step taken pursuant to this Agreement, the date that is the reference date in calculating such period shall be excluded. If the last day of such period is a non-Business Day, the period in question shall end on the next succeeding Business Day.

(ii) Dollars. Any reference in this Agreement to \$ means U.S. dollars.

(iii) Exhibits/Schedules. All Exhibits and Schedules annexed hereto or referred to herein are hereby incorporated in and made a part of this Agreement as if set forth in full herein. Any capitalized terms used in any Schedule or Exhibit but not otherwise defined therein shall be defined as set forth in this Agreement.

(iv) Gender and Number. Any reference in this Agreement to gender shall include all genders, and words imparting the singular number only shall include the plural and vice versa.

(v) Headings. The provision of a Table of Contents, the division of this Agreement into Articles, Sections and other subdivisions and the insertion of headings are for convenience of reference only and shall not affect or be utilized in construing or interpreting this Agreement. All references in this Agreement to any "Section" are to the corresponding Section of this Agreement unless otherwise specified.

(vi) Herein. The words such as "herein," "hereinafter," "hereof" and "hereunder" refer to this Agreement as a whole and not merely to a subdivision in which such words appear unless the context otherwise requires.

(vii) Including. The word "including" or any variation thereof means "including, without limitation" and shall not be construed to limit any general statement that it follows to the specific or similar items or matters immediately following it.

(viii) Construction. The parties hereto have participated jointly in the negotiation and drafting of this Agreement and, in the event an ambiguity or question of intent or interpretation arises, this Agreement shall be construed as jointly drafted by the parties hereto and no presumption or burden of proof shall arise favoring or disfavoring any party by virtue of the authorship of any provision of this Agreement.

ARTICLE II

PURCHASE AND SALE OF ASSETS; ASSUMPTION OF LIABILITIES

2.1 Purchase and Sale of Assets.

(a) On the terms and subject to the conditions set forth in this Agreement, at the Closing, to the fullest extent permitted by Sections 363 and 365 of the Bankruptcy Code, Purchaser shall purchase, acquire and accept from Sellers, and Sellers shall sell, transfer, convey and deliver to Purchaser all of Sellers' right, title and interest in, to and under the

Purchased Assets, free and clear of all Liens, Claims, Interests and Encumbrances other than those created by Purchaser and other than Permitted Exceptions.

(b) For all purposes of and under this Agreement, the term “Purchased Assets” means the following properties, assets, and rights of Sellers that are used exclusively in connection with the Exteriors Business and that are not Interiors Business Assets, existing as of the Closing, real or personal, tangible or intangible, including but not limited to:

(i) All (x) equipment, computers, machinery, tooling, dies, furniture and fixtures owned by Sellers and used exclusively in connection with the Exteriors Business (the “Owned Machinery and Equipment”) and (y) equipment, computers, machinery, tooling, dies, furniture and fixtures which are leased by Sellers pursuant to an Assumed Contract and used exclusively in connection with the Exteriors Business (the “Leased Machinery and Equipment,” and together with the Owned Machinery and Equipment, the “Machinery and Equipment”);

(ii) All inventories of raw materials, goods, work in process, and finished products exclusively from the Exteriors Business (the “Inventory”);

(iii) All supplies, items, spare parts, replacement and component parts and office and other materials and tangible items used to operate and maintain the Machinery and Equipment or to process raw materials and work in process into finished products exclusively from the Exteriors Business (the “Supplies”);

(iv) the real property listed in Schedule 5.13, together with any and all buildings, fixtures, structures and improvements located thereon (the “Owned Real Property”);

(v) all Leases designated by the Purchaser in accordance with Section 2.5 to be assumed and assigned to the Purchaser pursuant to the Sale Order (the “Assumed Leases”);

(vi) All cars, trucks, fork lifts, other industrial vehicles and other motor vehicles owned by Sellers or leased by Sellers pursuant to an Assumed Contract (as defined below) and used exclusively in connection with the Exteriors Business;

(vii) all Contracts designated by the Purchaser in accordance with Section 2.5 to be assumed and assigned to the Purchaser pursuant to the Sale Order (the “Assumed Contracts”), together with the right to receive income in respect of such Assumed Contracts on or after the Closing Date;

(viii) subject to Section 8.9, all rights in and to Intellectual Property rights owned or licensed by Sellers and used in connection with the Exteriors Business (the “Purchased Intellectual Property”);

(ix) all Documents that are used exclusively in the Exteriors Business, but excluding any Documents related to an Excluded Asset; provided, that, Purchaser shall provide Sellers with reasonable access to such Documents;

(x) all Permits used by Sellers that relate exclusively to the Purchased Assets, to the extent assignable (the “Assigned Permits”);

(xi) subject to Section 2.6, any asset that requires the consent of a third party to be transferred, assumed or assigned notwithstanding the provisions of Section 365 of the Bankruptcy Code, as to which such consent has not been obtained as of the Closing Date, upon receipt of such consent on or after the Closing Date and entry of an appropriate Assumption Order as provided in Section 2.6; and

(c) Excluded Assets Notwithstanding anything to the contrary contained herein, nothing herein shall be deemed to sell, transfer, assign or convey the Excluded Assets to Purchaser, and Sellers shall retain all right, title and interest to, in and under, and all obligations with respect to, the Excluded Assets. For all purposes of and under this Agreement, the term “Excluded Assets” means all assets that are not Purchased Assets, including but not limited to the following:

(i) all accounts receivable of the Sellers that relate to the Purchased Assets;

(ii) all receivables, claims or causes of action related exclusively to any Excluded Asset;

(iii) all claims or cause of actions of the Sellers against any current or former directors or officers and all of the rights of the Sellers and non-Seller third parties under the Sellers’ insurance policies providing coverage for current and former directors and officers of the Sellers (the “D&O Policies”) and to the proceeds thereof with respect to such claims or causes of action;

(iv) all rights under insurance policies relating to claims for losses related exclusively to any Excluded Asset;

(v) all Documents exclusively related to any Excluded Asset; provided, that Sellers shall provide Purchaser reasonable access to such Documents if such Document is related to the Exteriors Business;

(vi) any avoidance causes of action of Sellers arising under Subchapters II and III of Chapter 5 of Title 11 of the Bankruptcy Code, and causes of action under Section 550 and 551 of the Bankruptcy Code to recover any such avoided transfers (“Avoidance Actions”);

(vii) any shares of capital stock or other equity interest of the Sellers or any securities convertible into, exchangeable or exercisable for shares of capital stock or other equity interest of any the Sellers;

(viii) any minute books, stock ledgers, corporate seals and stock certificates of Sellers, and other similar books and records of Seller;

(ix) all documents relating to proposals to acquire the Exteriors Business by Persons other than Purchaser;

(x) all personnel records of any Employees that are not Transferred Employees;

(xi) all claims, rights, interests and proceeds with respect to (i) Tax refunds, rebates, abatement or other recovery relating to Sellers' assets or the conduct of the Exteriors Business for, or attributable to, the Pre-Closing Period and (ii) Taxes refunds, rebates, abatement or other recovery not exclusively relating to the Purchase Assets;

(xii) all right, title and interest in and to the name "Plastech" and all variants and derivatives thereof;

(xiii) any rights, claims or causes of action of Sellers against third parties arising out of events occurring prior to the Closing Date and related to the Purchased Assets; and

(xiv) any rights of Sellers under this Agreement.

2.2 Assumption of Liabilities. On the terms and subject to the conditions and limitations set forth in this Agreement, at the Closing, Purchaser shall assume, effective as of the Closing, and shall timely perform and discharge in accordance with their respective terms, the following Liabilities existing as of the Closing Date (collectively, the "Assumed Liabilities"):

(a) All accrued and unpaid Liabilities of the Sellers relating to the Exteriors Business arising in the ordinary course of business during the Bankruptcy Case through and including the Closing Date to the extent such Liabilities are allowed administrative expenses of the Sellers' estates pursuant to Section 503(b) of the Bankruptcy Code, including but not limited to, Liabilities of the Sellers, to the extent allowed, in respect of Taxes, environmental obligations, salary, wages commissions, and other employee payroll obligations and expenses incurred in the operation of the Exteriors Business;

(b) all Liabilities of Sellers under the Assumed Executory Contracts arising after the Closing Date;

(c) all Cure Costs related to the Assumed Executory Contracts;

(d) all Liabilities of Sellers related to the Executory Contracts assumed by Purchaser in accordance with Section 2.5(d).

(e) all Liabilities of Sellers as of the Closing Date for any accrued and unpaid claims related to the Purchased Assets that are allowed administrative expenses pursuant to Sections 503(b)(9) or 546(c) of the Bankruptcy Code;

(f) all Liabilities under any product-related warranties or product-related guarantees of the Sellers with respect to the Purchased Assets, but not including Claims of any entity against Sellers or Sellers' estates that existed or arose prior to the Petition Date;

(g) all Liabilities of Sellers related to the Purchased Assets with respect to statutory liens for current Taxes, assessments or other governmental charges not yet delinquent or the amount or validity of which is being contested in good faith by appropriate proceedings provided an appropriate reserve is established therefore, but only to the extent such Liabilities constitute allowed administrative claims under Section 503(b) of the Bankruptcy Code;

(h) all Liabilities of Sellers related to the Purchased Assets for mechanics', carriers', workers', repairers' and similar Liens arising or incurred in the ordinary course of the Exteriors Business;

(i) all transfer Taxes and all documentary or deed stamps and all charges for or in connection with the recording of any document or instrument contemplated hereby, in connection with the transfer of the Purchased Assets;

(j) all Liabilities which may arise under the WARN Act as a result of the Transactions contemplated by this Agreement.

(k) all Liabilities for obligations arising under any collective bargaining agreement involving the Transferred Employees or the Retained Employees (as defined below);

(l) all Liabilities related to Purchaser's indemnification obligations pursuant to Section 11.3

(m) all Liabilities and obligations with respect to claims arising out of the ownership of the Purchased assets or the employment of any of the Transferred Employees after the Closing Date.

2.3 Excluded Liabilities. Purchaser shall not assume and shall be deemed not to have assumed, and Sellers shall be liable with respect to any other Liabilities of Sellers other than the Assumed Liabilities (collectively, the "Excluded Liabilities").

2.4 Advancement for Certain Amounts. Purchaser shall either advance or reimburse Sellers, or pay directly on behalf of Sellers, any Bankruptcy Court-approved transaction, restructuring or similar success fees incurred by Sellers as of the Closing Date and payable to Lazard Freres & Co. LLC for representing the Sellers in connection with consummation of the Transactions contemplated by this Agreement.

2.5 Executory Contract Designation.

(a) Prior to the Designation Deadline, the Purchaser shall designate each Executory Contract that the Purchaser elects to be assumed and assigned to it as of the Closing Date. Purchaser shall pay, satisfy or otherwise discharge its obligations with respect to the Cure Costs related to such Executory Contracts no later than 45 days after the Closing Date (the "Cure Costs Deadline").

(b) Subsequent to the Designation Deadline and on or prior to the Cure Costs Deadline, Purchaser may designate any Executory Contract that the Sellers have not rejected pursuant to Section 365 of the Bankruptcy Code as an Assumed Contract or Assumed Lease without being required to pay the Sellers any additional Purchase Price, and Sellers shall use their reasonable efforts to seek an Assumption Order with respect any such Executory Contract so designated; provided, however, that Purchaser shall be obligated to pay any Cure Costs with respect to any such Assumed Executory Contract; and provided, further, however, that Purchaser advances or reimburses Sellers for any and all costs (including the professional fees associated with) related to or incurred in connection with the Sellers seeking entry of the Assumption Order with respect to such Executory Contract. Purchaser shall pay, satisfy or otherwise discharge its obligations with respect to Cure Costs related to the assumption and assignment of such Executory Contracts no later than forty-five (45) days after entry of the Assumption Order with respect to any Executory Contract assumed or assigned to Purchaser pursuant to this Section 2.5(b).

(c) From the Effective Date through and including the Cure Costs Deadline, Sellers shall not reject any Executory Contract unless otherwise agreed to in writing by Purchaser.

(d) From the Closing Date through and including the Cure Costs Deadline, Purchaser shall advance or reimburse all of Sellers' costs and expenses accruing after the Closing Date under any Executory Contract that Purchaser has not (i) agreed that Sellers may reject pursuant to Section 2.5(c) or (ii) provided Sellers with written notice that such Executory Contract will not be assumed and assigned pursuant to Section 2.5(a) or (b) above.

2.6 Assignment of Contracts and Rights. To the maximum extent permitted by the Bankruptcy Code, the Purchased Assets and the Sellers' rights to the Intellectual Property shall be assumed and assigned to Purchaser pursuant to Section 365 of the Bankruptcy Code as of the Closing Date or such other date as specified in an Order or this Agreement, as applicable. Notwithstanding any other provision of this Agreement to the contrary, this Agreement shall not constitute an agreement to assign any asset or any right thereunder if an attempted assignment without the consent of a third party would constitute a breach or in any way adversely affect the rights of the Purchaser or Seller thereunder. If such consent is not obtained or such assignment is not attainable pursuant to Sections 105, 363 or 365 of the Bankruptcy Code other than as a result of the failure to pay Cure Costs which are not Assumed Liabilities, then such Purchased Assets shall not be transferred hereunder and the Closing shall proceed with respect to the Remaining Purchased Assets without any reduction in Purchase Price.

2.7 Further Conveyances and Assumptions.

(a) From time to time following the Closing, Sellers shall, or shall cause their Affiliates to, transfer to the Purchaser any Purchased Assets received by or in the possession of the Sellers.

(b) From time to time following the Closing, Sellers and Purchaser shall, and shall cause their respective Affiliates to, execute, acknowledge and deliver all such further conveyances, notices, assumptions, releases and other instruments, and shall take such further

actions, as may be reasonably necessary or appropriate to assure fully to Purchaser and its respective successors or assigns, all of the properties, rights, titles, interests, estates, remedies, powers and privileges intended to be conveyed to Purchaser under this Agreement and to assure fully to each Seller and its Affiliates and their successors and assigns, the assumption of the liabilities and obligations intended to be assumed by Purchaser under this Agreement, and to otherwise make effective the Transactions.

ARTICLE III

CONSIDERATION

3.1 Consideration. The aggregate consideration for the Purchased Assets (the "Purchase Price") shall be equal to _____. At Closing, the Purchase Price shall be payable by means of a wire transfer of immediately available funds to an account or accounts designated by Sellers.

3.2 Purchase Price Deposit. Upon the execution of this Agreement, Purchaser shall deliver to Sellers cash equal to 10% of the Purchase Price (the "Deposit"), which Deposit shall be held by Sellers in a separate segregated account and applied as follows:

- (a) if the Closing shall occur, the Deposit shall be applied towards the payment of the Purchase Price; and
- (b) if this Agreement is terminated by Sellers pursuant to Section 4.4, the Sellers shall be entitled to retain the deposit.

ARTICLE IV

CLOSING AND TERMINATION

4.1 Closing Date. Subject to the satisfaction of the conditions set forth in Sections 10.1, 10.2 and 10.3 hereof (or the waiver thereof by the party entitled to waive that condition), the closing of the purchase and sale of the Purchased Assets and the assumption of the Assumed Liabilities provided for in Article II hereof (the "Closing") shall take place at the offices of _____ (or at such other place as the parties may designate in writing) at 10:00 a.m. (New York City time) on the date the conditions set forth in Article X are satisfied or waived (other than conditions that by their nature are to be satisfied at the Closing, but subject to the satisfaction or waiver of such conditions), unless another time or date, or both, are agreed to in writing by the parties hereto. The date on which the Closing shall be held is referred to in this Agreement as the "Closing Date."

4.2 Deliveries by Sellers. At the Closing, Sellers shall deliver to Purchaser:

- (a) one or more duly executed bills of sale in a form to be agreed upon by the parties hereto;
- (b) the officer's certificate required to be delivered pursuant to Sections 10.1(a) and 10.1(b);

(c) affidavits executed on behalf of each Seller that such Seller is not a foreign person within the meaning of Section 1445(f)(3) of the Code;

(d) an executed copy of the Sale Order;

(e) one or more duly executed assignment and assumption agreements in a form to be agreed upon by the parties hereto with respect to the Assumed Leases, the Assumed Contracts, the Assumed Liabilities and the Purchased Intellectual Property; and

(f) all other documents, in form and substance reasonably acceptable to Purchaser, as may be necessary or desirable to convey the Purchased Assets to Purchaser, such documents to be identified and provided by Purchaser to Sellers in a form acceptable to the Purchaser on or before _____.

4.3 Deliveries by Purchaser. At the Closing, Purchaser shall deliver:

(a) Cash in the amount of the Purchase Price by means of a wire transfer of immediately available funds to an account or accounts designated by Sellers;

(b) one or more duly executed assignment and assumption agreements in a form to be agreed upon the parties hereto with respect to each of the Assumed Leases, the Assumed Contracts, the Assumed Liabilities and the Purchased Intellectual Property;

(c) the officer's certificate required to be delivered pursuant to Sections 10.2(a) and 10.2(b); and

(d) such other documents, instruments and certificates as the Sellers may reasonably request, such documents to be identified and provided by Sellers to Purchaser in a form acceptable to the Sellers on or before _____.

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

(a) by Purchaser or Sellers, (i) if the Closing shall not have occurred by the close of business on the day that is on or before July 30, 2008 (the "Termination Date"); provided, however, that if the Closing shall not have occurred on or before the Termination Date due to a material breach of any representations, warranties, covenants or agreements contained in this Agreement by Purchaser on the one hand or Sellers on the other hand, then the breaching party may not terminate this Agreement pursuant to this Section 4.4(a);

(b) by mutual written consent of Sellers and Purchaser;

(c) by Purchaser, if any condition to the obligations of Purchaser set forth in Section 10.1 or 10.3 shall have become incapable of fulfillment other than as a result of a breach by Purchaser of any covenant or agreement contained in this Agreement, and such condition is not waived by Purchaser;

(d) by Sellers, if any condition to the obligations of Sellers set forth in Section 10.2 or 10.3 shall have become incapable of fulfillment other than as a result of a breach by Sellers of any covenant or agreement contained in this Agreement, and such condition is not waived by Sellers;

(e) by Purchaser, if there shall be a breach by Sellers of any representation or warranty, or any covenant or agreement contained in this Agreement which would result in a failure of a condition set forth in Section 10.1 or 10.3 and which breach has not been cured by the earlier of (i) 10 Business Days after the giving of written notice by Purchaser to Sellers of such breach and (ii) the Termination Date;

(f) by Sellers, if there shall be a breach by Purchaser of any representation or warranty, or any covenant or agreement contained in this Agreement which would result in a failure of a condition set forth in Sections 10.2 or 10.3 and which breach has not been cured by the earlier of (i) 10 Business Days after the giving of written notice by Purchaser to Sellers of such breach and (ii) the Termination Date;

(g) by Sellers or Purchaser if there shall be in effect a final non-appealable Order of a Governmental Body of competent jurisdiction restraining, enjoining or otherwise prohibiting the consummation of the Transactions, it being agreed that the parties hereto shall promptly appeal any adverse determination which is not non-appealable (and pursue such appeal with reasonable diligence);

(h) automatically, upon the earlier to occur of (i) the consummation of a Competing Transaction and (ii) no transaction being consummated twenty-five (25) days after the entry of a sale order with respect to a Competing Transaction.

4.5 Procedure Upon Termination. In the event of termination pursuant to Section 4.4 hereof, written notice thereof shall forthwith be given to the other party or parties, and this Agreement shall terminate, and the purchase of the Purchased Assets hereunder shall be abandoned, without further action by Purchaser or Sellers. If this Agreement is terminated as provided herein, each party shall redeliver all confidential documents, work papers and other material of any other party relating to the Transactions, whether so obtained before or after the execution hereof, to the party furnishing the same.

4.6 Effect of Termination.

(a) In the event that this Agreement is validly terminated as provided herein, then each of the parties shall be relieved of its duties and obligations arising under this Agreement after the date of such termination and such termination shall be without liability to Purchaser or Sellers; provided, however, that the provisions of Article XII hereof shall survive any such termination and shall be enforceable hereunder; provided further, however, that nothing in this Section 4.6 shall be deemed to release any party from liability for any breach of its obligations under this Agreement.

(b) In the event that Sellers terminate this Agreement pursuant to Section 4.4(f) and the Closing of the Transactions does not occur, Purchaser shall pay Sellers an amount equal to ten percent (10%) of the Purchase Price, as liquidated damages (the "Liquidated

Damages Amount”). The parties hereto expressly agree and acknowledge that Sellers’ actual damages in the event of such a breach by Purchaser would be extremely difficult or impracticable to ascertain and that the Liquidated Damages Amount represents the parties’ reasonable estimate of such damages.

ARTICLE V

REPRESENTATIONS AND WARRANTIES OF SELLERS

Each Seller hereby jointly and severally represents and warrants to Purchaser that:

5.1 Organization and Good Standing. Each Seller is an entity duly organized, validly existing and in good standing under the laws of the jurisdiction of its organization, subject to the limitations imposed on such Seller as a result of having filed a petition for relief under the Bankruptcy Code, has the requisite power and authority to own, lease and operate its properties and to carry on its business as now conducted.

5.2 Authorization of Agreement. Subject to entry of the Sale Order and such other authorization as is required by the Bankruptcy Court: (a) each Seller has the requisite power and authority to execute and deliver this Agreement and each other agreement, document or instrument contemplated hereby or thereby to which it is a party and to perform its respective obligations hereunder and thereunder; (b) the execution and delivery of this Agreement and each other agreement, document or instrument contemplated hereby or thereby to which it is a party and the consummation of the transactions contemplated hereby and thereby have been duly authorized by all requisite corporate action on the part of each Seller; and (c) this Agreement and each other agreement, document or instrument contemplated hereby or thereby to which it is a party has been duly and validly executed and delivered by each Seller and (assuming the due authorization, execution and delivery by the other parties hereto) this Agreement and each other agreement, document or instrument contemplated hereby or thereby to which it is a party constitutes legal, valid and binding obligations of each Seller enforceable against such Seller in accordance with its respective terms, subject to applicable bankruptcy, insolvency, reorganization, moratorium and similar laws affecting creditors’ rights and remedies generally, and subject, as to enforceability, to general principles of equity, including principles of commercial reasonableness, good faith and fair dealing (regardless of whether enforcement is sought in a proceeding at law or in equity).

5.3 Conflicts; Consents of Third Parties.

(a) The execution and delivery by each Seller of this Agreement and each other agreement, document or instrument contemplated hereby or thereby to which it is a party, the consummation of the Transactions contemplated hereby and thereby, or compliance by such Seller with any of the provisions hereof do not conflict with, or result in any violation of or default (with or without notice or lapse of time, or both) under, or give rise to a right of termination or cancellation under any provision of (i) the certificate of incorporation and by-laws or comparable organizational documents of such Seller; (ii) subject to entry of the Sale Order, any Contract, Lease or Permit to which such Seller is a party or by which any of the properties or assets of such Seller are bound; (iii) subject to entry of the Sale Order, any Order

of any Governmental Body applicable to such Seller or any of the properties or assets of such Seller as of the date hereof; or (iv) subject to entry of the Sale Order, any applicable Law, other than, in the case of clauses (i), (ii), (iii) and (iv), such conflicts, violations, defaults, terminations or cancellations that would not reasonably be expected to have a Material Adverse Change.

5.4 Title to Purchased Assets. At Closing Sellers shall have, and, subject to the entry of the Sale Order, Purchaser will be vested with good and valid title to all of the Purchased Assets, free and clear of all Liens, other than Permitted Exceptions, to the fullest extent permissible under Section 363(f) of the Bankruptcy Code.

5.5 Intellectual Property. Sellers own or have valid licenses to use all material Purchased Intellectual Property. No claims are pending against Sellers before a Governmental Body with regard to the ownership by Sellers of any Purchased Intellectual Property.

5.6 Permits. Schedule 5.7 sets forth a true, complete and correct list of all material Permits, necessary for the ownership or operation of the Purchased Assets and held by Sellers as of the Effective Date. Except as set forth on Schedule 5.7 and as may have resulted from the commencement of the Bankruptcy Case, all Permits are valid and in full force and effect. Environmental Matters. Except as set forth on Schedule 5.8 and except as would not reasonably be expected to have a Material Adverse Change, with respect to the Exteriors Business, Sellers are in compliance with all applicable Environmental Laws. No Seller has received written notice of any pending claim or investigation by any Governmental Authority concerning material potential liability of any Seller under Environmental Laws in connection with the ownership or operation of the Exteriors Business.

5.8 Employee Benefits. [**To be determined based on Exteriors Business employee benefits plans**]

5.9 Litigation. Except for matters pending in connection with the Bankruptcy Case and except as set forth on Schedule 5.10, there are no Legal Proceedings pending against Sellers before any Governmental Body, which, if adversely determined, would reasonably be expected to have a Material Adverse Change with respect to the Exteriors Business or the Purchased Assets.

5.10 Material Contracts.

(a) Schedule 5.11(a) contains a correct and complete list, as of the date hereof, of each Contract related to the Exteriors Business for each Seller (collectively, the "Material Contracts") that:

- (i) has a duration of one year or more and is not terminable without penalty upon 90 days or less prior written notice by any party;
- (ii) requires any party thereto to pay \$_____ or more in the aggregate;

- (iii) requires any severance or other termination payments to its Employees on or after the Closing Date;
- (iv) contains any non-competition covenant or exclusivity arrangement;
- (v) involves any contract (i) granting or obtaining any right to use any Intellectual Property (other than contracts granting rights to use readily available commercial Software having an annual license and/or maintenance fee of less than \$25,000 in the aggregate for all such related contracts) or (ii) restricting the Sellers' rights to any Purchased Intellectual Property.
- (vi) regards the employment, services, consulting, termination or severance from employment for the benefit of any director, officer, employee, sales agent, distributor, dealer, independent contractor or consultant;
- (vii) constitutes joint venture, partnership and similar contracts involving a sharing of profits or expenses; or
- (viii) constitutes master lease agreements providing for the leasing of material personal property.

(b) Except as set forth in Schedule 5.11(b) and except for breaches and defaults of the type referred to in Section 365(b)(2) of the Bankruptcy Code, with respect to Material Contracts (other than Leases): (i) all of the Material Contracts are in full force and effect, (ii) none of the Sellers are in material default under any of the terms of the Material Contracts, and (iii) subject to entry of the Sale Order, none of the Material Contracts requires the consent of any other party thereto in connection with the transactions contemplated by this Agreement except, in the case of clauses (i), (ii) and (iii) above, as have not had, or would not reasonably be expected to have, a Material Adverse Change.

5.11 Customers and Suppliers. To the Knowledge of the Sellers, except as set forth on Schedule 5.12 or except with respect to outstanding disputes regarding Sellers' failure to pay outstanding amounts, there are no outstanding material disputes related to the Purchased Assets between the Sellers and any of their respective customers or suppliers.

5.12 Property.

(a) Schedule 5.13(a) sets forth for each Seller the address or other description of each parcel of Owned Real Property used in connection with the Exteriors Business. The Sellers have delivered or made available to the Purchaser true, correct and complete copies of the legal descriptions of the Owned Real Property. Except as set forth in Schedule 5.13(a), with respect to each parcel of Owned Real Property, there are no Liens or Encumbrances on the Owned Real Property that will not be extinguished pursuant to the Sale Order other than Permitted Exceptions.

(b) Schedule 5.13(b) sets forth for each Seller a true, correct and complete list of all Leases for all real property used in connection with the Exteriors Business (collectively, the "Leased Real Property", and together with the Owned Real Property, the

“Real Property”). The Sellers have delivered or made available to the Purchaser a true and complete copy of each of the aforementioned Leases. With respect to each of the aforementioned Leases, except as results directly from the Bankruptcy Case, (i) Sellers have a valid and subsisting leasehold estate in such Leased Real Property for the full term of such Lease, and such Lease is legal, valid, binding obligation of the applicable Seller that is lessee thereunder and is in full force and effect; (ii) the Sellers have not received written notice of any default thereunder, except with respect to outstanding disputes regarding Sellers’ failure to pay outstanding amounts; and (iii) the Sellers do not owe any brokerage commissions or finder’s fees with respect to such Lease.

5.13 Brokers. The Sellers have no obligation to pay any fees, commissions or other similar compensation to any broker, finder, investment banker, financial advisor or other similar Person in connection with the Transactions, except as set forth on Schedule 5.14.

5.14 No Other Representations or Warranties; Schedules. Except for the representations and warranties contained in this Article V (as modified by the Schedules hereto), none of Sellers nor any other Person makes any other express or implied representation or warranty with respect to Sellers, the Exteriors Business, the Purchased Assets, the Assumed Liabilities or the Transactions, and each Seller disclaims any other representations or warranties, whether made by Sellers, any Affiliate of Sellers, or any of Sellers’ or their Affiliates respective officers, directors, employees, agents or representatives. Except for the representations and warranties contained in Article V hereof (as modified by the Schedules hereto), each Seller (i) expressly disclaims and negates any representation or warranty, expressed or implied, at common law, by statute, or otherwise, relating to the condition of the Purchased Assets (including any implied or expressed warranty of merchantability or fitness for a particular purpose, or of conformity to models or samples of materials) and (ii) disclaims all liability and responsibility for any representation, warranty, projection, forecast, statement, or information made, communicated, or furnished (orally or in writing) to Purchaser or its Affiliates or representatives (including any opinion, information, projection, or advice that may have been or may be provided to Purchaser by any director, officer, employee, agent, consultant, or representative of Sellers or any of its Affiliates). Except for the representations and warranties contained in this Article V (as modified by the Schedules hereto), Sellers makes no representations or warranties to Purchaser regarding the probable success or profitability of the Exteriors Business. The disclosure of any matter or item in any schedule hereto shall not be deemed to constitute an acknowledgment that any such matter is required to be disclosed or is material or that such matter would result in a Material Adverse Change.

5.15 Absence of Certain Changes. Except (a) as set forth in Schedule 5.17, (b) for the commencement or pendency of the Bankruptcy Case and (c) for orders, writs, injunctions, decrees, statutes, rules, or regulations of general applicability to the Exteriors Business, since ____, 2008, there has been no event or condition that has had a Material Adverse Change.

5.16 Board Approval and Recommendation The Board of Directors of each Seller has determined that, based upon its consideration of the available alternatives, and subject to the approval of the Bankruptcy Court and the provisions in this Agreement regarding the solicitation of Competing Transactions, a sale, assignment and assumption of the Purchased

Assets and Assumed Liabilities pursuant to this Agreement under sections 105, 363 and 365 of the Bankruptcy Code is in the best interests of such Seller.

5.17 Acknowledgment. Each Seller hereby acknowledges that, other than the obligations of Purchaser set forth in this Agreement, Purchaser does not have any obligation to further bid or overbid for the Purchased Assets or participate in any auction at which Qualified Bidders bid to acquire the assets of the Exteriors Business.

ARTICLE VI

REPRESENTATIONS AND WARRANTIES OF PURCHASER

The Purchaser hereby represents and warrants to Sellers that:

6.1 Organization and Good Standing. Purchaser is an entity duly organized, validly existing and in good standing under the laws of the state of _____ and has the requisite corporate power and authority to own, lease and operate its properties and to carry on its business as now conducted.

6.2 Authorization of Agreement. Purchaser has the requisite power and authority to execute and deliver this Agreement and each other agreement, document or instrument contemplated hereby or thereby to which it is a party and to perform its obligations hereunder and thereunder. The execution and delivery of this Agreement and each other agreement, document or instrument contemplated hereby or thereby to which it is a party and the consummation of the transactions contemplated hereby and thereby have been duly authorized by all requisite corporate action on the part of Purchaser. This Agreement and each other agreement, document or instrument contemplated hereby or thereby to which Purchaser is a party has been duly and validly executed and delivered by Purchaser and (assuming the due authorization, execution and delivery by the other parties hereto) this Agreement and each other agreement, document or instrument contemplated hereby or thereby to which Purchaser is a party constitutes legal, valid and binding obligations of Purchaser enforceable against it in accordance with its respective terms, subject to applicable bankruptcy, insolvency, reorganization, moratorium and similar laws affecting creditors' rights and remedies generally, and subject, as to enforceability, to general principles of equity, including principles of commercial reasonableness, good faith and fair dealing (regardless of whether enforcement is sought in a proceeding at law or in equity).

6.3 Conflicts; Consents of Third Parties.

(a) The execution and delivery by Purchaser of this Agreement and each other agreement, document or instrument contemplated hereby or thereby to which Purchaser is a party, the consummation of the transactions contemplated hereby and thereby, or compliance by Purchaser with any of the provisions hereof or thereof do not conflict with, or result in any violation of or default (with or without notice or lapse of time, or both) under, or give rise to a right of termination or cancellation under any provision of (i) its certificate of incorporation or bylaws (ii) any Contract, Lease or Permit to which Purchaser is a party or by which any of its properties or assets are bound; (iii) any Order of any Governmental Body applicable to

Purchaser or any of its properties or assets as of the date hereof; or (iv) any applicable Law, other than, in the case of clauses (i), (ii), (iii) and (iv), such conflicts, violations, defaults, terminations or cancellations that would not reasonably be expected to have, individually or in the aggregate, a material adverse effect on Purchaser.

(b) No consent, waiver, approval, Order, Permit or authorization of, or declaration or filing with, or notification to, any Person or Governmental Body is required in connection with the execution and delivery of this Agreement and each other agreement, document or instrument contemplated hereby or thereby to which Purchaser is a party, the compliance by Purchaser with any of the provisions hereof or thereof, the consummation of the transactions contemplated hereby or thereby, its taking of any other action contemplated hereby or thereby, except for (i) compliance with the applicable requirements of the HSR Act and (ii) such other consents, waivers, approvals, Orders, Permits, authorizations, declarations, filings and notifications, the failure of which to obtain or make, would not reasonably be expected to have, individually or in the aggregate, a material adverse effect on Purchaser.

6.4 Brokers. Except for the fees and expenses of _____, the Purchaser does not have any obligation to pay any fees, commissions or other similar compensation to any broker, finder, investment banker, financial advisor or other similar Person in connection with the Transactions.

6.5 Adequate Assurance. Purchaser will timely provide such information to Sellers, as Sellers believe is reasonably necessary to provide “adequate assurance,” as that term is used in Section 365 of the Bankruptcy Code, with respect to Assumed Leases and Assumed Contracts.

6.6 Condition of the Purchased Assets. Notwithstanding anything contained in this Agreement to the contrary, Purchaser acknowledges and agrees that Sellers are not making any representations or warranties whatsoever, express or implied, beyond those expressly given by Sellers in Article V hereof (as modified by the Schedules hereto), and Purchaser acknowledges and agrees that, except for the representations and warranties contained therein, the Purchased Assets are being transferred on a “where is” and, as to condition, “as is” basis. Purchaser acknowledges that it will conduct its own due diligence and in making the determination to proceed with the Transaction, Purchaser will be relying on the results of its own independent investigation.

6.7 Communications with Customers and Suppliers. Prior to the Closing, the Purchaser shall not, and shall cause its Affiliates and representatives not to, contact, or engage in any discussions or otherwise communicate with, any of the Exteriors Business’ customers, suppliers and others with whom it has material commercial dealings without obtaining the prior consent of Seller (which will not be unreasonably withheld but, if given, may be conditioned on Seller having the right to designate an officer of Seller reasonably acceptable to Purchaser, to participate in any meetings or discussions with any such customers, suppliers or others).

ARTICLE VII

BANKRUPTCY COURT MATTERS

7.1 Competing Transaction. This Agreement is subject to approval by the Bankruptcy Court and the consideration by Sellers and the Bankruptcy Court of higher or better competing bids with respect to any transaction (or series of transactions) involving the direct or indirect sale, transfer or other disposition of the Purchased Assets to a purchaser or purchasers other than Purchaser or effecting any other transaction (including a plan of reorganization, refinancing or liquidation) the consummation of which would be substantially inconsistent with the Transactions (a "Competing Transaction"). Nothing contained herein shall be construed to prohibit Sellers and its representatives from soliciting, considering, negotiating, agreeing to, or otherwise taking action in furtherance of, any Competing Transaction.

7.2 Bid Procedures Motion. Seller filed its motion for the approval of sale procedures and bid procedures related to the transactions contemplated hereby on May 16, 2008, and an order approving such procedures was entered on May 28, 2008. The bid procedures motions provide for a bid deadline of June 13, 2008, an auction date (if necessary) of June 16, 2008, and a sale hearing date of June 18, 2008. Seller shall seek prompt entry of the Sale Order, and shall at all times continue to prosecute and seek the entry of the Sale Order.

7.3 Sale Order. Subject to Section 7.1, Purchaser agrees that it will promptly take such actions as are reasonably requested by Sellers to assist in obtaining entry of the Sale Order and a finding of adequate assurance of future performance by Purchaser, including furnishing affidavits or other documents or information for filing with the Bankruptcy Court for the purposes, among others, of providing necessary assurances of performance by Purchaser under this Agreement and demonstrating that Purchaser is a "good faith" purchaser under section 363(m) of the Bankruptcy Code and that the Purchase Price was not controlled by an agreement in violation of Section 363(n) of the Bankruptcy Code. In the event the entry of the Sale Order shall be appealed, Sellers and Purchaser shall use their respective reasonable efforts to defend such appeal.

ARTICLE VIII

COVENANTS

8.1 Access to Information. Sellers agree that, prior to the Closing Date, Purchaser shall be entitled, through its officers, employees, consultants and representatives, to make such investigation of the Exteriors Business and such examination of the books and records and financial and operating data of Sellers related to the Exteriors Business, the Purchased Assets and the Assumed Liabilities, and to have access to the officers, key employees and accountants of Sellers in connection with the Exteriors Business, as it reasonably requests. Any such investigation and examination shall be conducted upon reasonable advance notice and under reasonable circumstances and shall be subject to restrictions under applicable Law. Sellers shall cause their respective officers, employees, accountants, attorneys and other representatives to cooperate with Purchaser and Purchaser's representatives in connection with such

investigation, examination and access, and Purchaser and its representatives shall cooperate with Sellers and their representatives and shall use their reasonable efforts to minimize any disruption to their business. Notwithstanding anything herein to the contrary, no such investigation or examination shall be permitted to the extent that it would require Sellers to disclose information subject to attorney-client privilege.

8.2 Conduct Pending the Closing. Except (i) as set forth in the Budget, (ii) required by applicable Law, (iii) as otherwise expressly contemplated by this Agreement or (iv) with the written consent of Purchaser, during the period from the date of this Agreement to and through the Closing Date, Sellers shall, to the extent commercially reasonable, taking into account the filing of the Bankruptcy Case:

- (a) conduct the Exteriors Business only in the ordinary course; and
- (b) use their commercially reasonable efforts to (A) preserve their present business operations, organization and goodwill of the Exteriors Business, and (B) preserve their present relationships with customers and suppliers of the Exteriors Business.

8.3 Consents. Sellers shall use their commercially reasonable efforts, and Purchaser shall cooperate with Sellers, to obtain all consents and approvals required to consummate the Transactions, provided, however, that neither Sellers nor Purchaser shall be obligated to pay any consideration therefore to any third party from whom consent or approval is requested or to initiate any litigation or legal proceedings to obtain any such consent or approval.

8.4 Regulatory Approvals.

(a) If necessary, Purchaser and Sellers shall (i) use commercially reasonable efforts to make or cause to be made all filings required of each of them or any of their respective Affiliates under the HSR Act or other Antitrust Laws with respect to the Transactions as promptly as practicable and, in any event, within twenty-one (21) Business Days after the date hereof in the case of all filings required under the HSR Act and within four weeks in the case of all other filings required by other Antitrust Laws, (ii) comply, to the extent practicable, at the earliest practicable date with any request under the HSR Act or other Antitrust Laws for additional information, documents, or other materials received by each of them or any of their respective subsidiaries from Federal Trade Commission (the “FTC”), the Antitrust Division of the United States Department of Justice (the “Antitrust Division”) or any other Governmental Body in respect of such filings or the Transactions, and (iii) cooperate with each other in connection with any such filing (including, to the extent permitted by applicable Law, providing copies of all such documents to the non-filing parties prior to filing and considering all reasonable additions, deletions or changes suggested in connection therewith) and in connection with resolving any investigation or other inquiry of any of the FTC, the Antitrust Division or other Governmental Body under any Antitrust Laws with respect to any such filing or any Transaction. Each such party shall use commercially reasonable efforts to furnish to each other all information required for any application or other filing to be made pursuant to any applicable Law in connection with the Transactions. Each such party shall promptly inform the other parties hereto of any oral communication with, and provide copies of written communications with, any Governmental Body regarding any such filings or any

Transaction. No party hereto shall independently participate in any formal meeting with any Governmental Body in respect of any such filings, investigation, or other inquiry without giving the other parties hereto prior notice of the meeting and, to the extent permitted by such Governmental Body, the opportunity to attend and/or participate. Subject to applicable Law, the parties hereto will consult and cooperate with one another in connection with any analyses, appearances, presentations, memoranda, briefs, arguments, opinions and proposals made or submitted by or on behalf of any party hereto relating to proceedings under the HSR Act or other Antitrust Laws. Sellers and Purchaser may, as each deems advisable and necessary in good faith, reasonably designate any competitively sensitive material provided to the other under this Section 8.4 as “outside counsel only.” Such materials and the information contained therein shall be given only to the outside legal counsel of the recipient and will not be disclosed by such outside counsel to employees, officers, or directors of the recipient, unless express written permission is obtained in advance from the source of the materials (Sellers or Purchaser, as the case may be).

(b) Each of Purchaser and Sellers shall use its commercially reasonable efforts to resolve such objections, if any, as may be asserted by any Governmental Body with respect to the Transactions under the HSR Act, the Sherman Act, as amended, the Clayton Act, as amended, the Federal Trade Commission Act, as amended, and any other United States federal or state or foreign statutes, rules, regulations, orders, decrees, administrative or judicial doctrines or other laws that are designed to prohibit, restrict or regulate actions having the purpose or effect of monopolization or restraint of trade (collectively, the “Antitrust Laws”). In connection therewith, if any Legal Proceeding is instituted (or threatened to be instituted) challenging any Transaction is in violation of any Antitrust Law, each of Purchaser and Sellers shall cooperate and use its commercially reasonable efforts to contest and resist any such Legal Proceeding, and to have vacated, lifted, reversed, or overturned any decree, judgment, injunction or other order whether temporary, preliminary or permanent, that is in effect and that prohibits, prevents, or restricts consummation of the Transactions, including by pursuing all available avenues of administrative and judicial appeal and all available legislative action, unless, by mutual agreement, Purchaser and Sellers decide that litigation is not in their respective best interests. Each of Purchaser and Sellers shall use its commercially reasonable efforts to take such action as may be required to cause the expiration of the notice periods under the HSR Act or other Antitrust Laws with respect to the Transactions as promptly as possible after the execution of this Agreement. In connection with and without limiting the foregoing, each of Purchaser and Sellers agrees to use its commercially reasonable efforts to take promptly any and all steps necessary to avoid or eliminate each and every impediment under any Antitrust Laws that may be asserted by any Federal, state and local and non-United States antitrust or competition authority, so as to enable the parties to close the Transactions as expeditiously as possible.

8.5 Further Assurances Subject to the other provisions of this Agreement, each of Purchaser and each Seller shall use its commercially reasonable efforts to (i) take all actions necessary or appropriate to consummate the Transactions and (ii) cause the fulfillment at the earliest practicable date of all of the conditions to their respective obligations to consummate the Transactions.

8.6 Preservation of Records. Sellers or their successors and Purchaser agree that each of them shall preserve and keep the records held by it or their Affiliates relating to the Purchased Assets for one year after the Closing Date (except as provided below) and shall make such records available to the other as may be reasonably required by such party in connection with, among other things, any insurance claims by, Legal Proceedings or tax audits against or governmental investigations of Sellers or Purchaser or any of their Affiliates or in order to enable Sellers or Purchaser to comply with their respective obligations under this Agreement and each other agreement, document or instrument contemplated hereby. In the event Sellers or Purchaser wishes to destroy such records before or within two years, such party shall first give 90 days prior written notice to the other and such other party shall have the right at its option and expense, upon prior written notice given to such party within such 90 day period, to take possession of the records within 180 days after the date of such notice.

8.7 Publicity. None of the parties hereto shall issue any press release concerning this Agreement or the Transactions without obtaining the prior written approval of the other party hereto, which approval will not be unreasonably withheld or delayed, unless, in the sole judgment of Purchaser or Sellers, disclosure is otherwise required by applicable Law or by the Bankruptcy Court with respect to filings to be made with the Bankruptcy Court in connection with this Agreement, provided that the party intending to make such release shall use its commercially reasonable efforts consistent with such applicable Law or Bankruptcy Court requirement to consult with the other party with respect to the text thereof.

8.8 Schedules. Sellers may, at their option, include in the Schedules items that are not material in order to avoid any misunderstanding, and such inclusion, or any references to dollar amounts, shall not be deemed to be an acknowledgement or representation that such items are material, to establish any standard of materiality or to define further the meaning of such terms for purposes of this Agreement. Information provided in one Schedule will suffice, without repetition or cross reference, as a disclosure of such information in any other Schedule to which its relevance is reasonably apparent on its face.

8.9 Compliance with DIP Facility. Sellers shall not take any action not in compliance with any covenant or other agreements set forth in the DIP Facility.

8.10 Motions, Orders, etc Sellers shall provide Purchaser with the proposed final drafts of all documents, motions, orders, or pleadings that Sellers propose to file with the Bankruptcy Court which relate to the approval of this Agreement, the Purchased Assets, the Assumed Contracts or Assumed Leases or the consummation of the Transactions, or any provision therein or herein, and shall provide Purchaser and its counsel with a reasonable opportunity to review and comment on such documents, motions, orders, or pleadings prior to filing with the Bankruptcy Court.

8.11 Schedules and Exhibits. The parties hereto shall cooperate and work in good faith to complete any schedules and exhibits not attached hereto on the Effective Date by _____, 2008. The parties hereto shall, upon completion of and agreement on the form and substance of such missing schedules and exhibits, acknowledge same in writing and consent to the annexation of such schedules and/or exhibits to this Agreement.

ARTICLE IX
EMPLOYEES AND EMPLOYEE BENEFITS

9.1 Transferred and Retained Employees

(a) The parties recognize that the continued employment of the personnel engaged in the Exteriors Business is significant to the business interests of both Purchaser and Sellers. As a result, the orderly transfer of employment relationships is important to both parties and Sellers shall use their best efforts to accomplish the transition with as little disruption to the Exteriors Business as possible. Purchaser shall use reasonable efforts to offer employment upon terms and conditions determined by Purchaser to substantially all of Sellers' operating Employees associated with the Exteriors Business and presently intends to do so, and Purchaser may offer employment to any other Employee of the Sellers on terms and conditions that are generally comparable in the aggregate to those presently provided to such employees (each of the Sellers' employees that accepts such an offer and actually commences employment after the Closing Date, the "Transferred Employees", and all other employees of the Sellers not otherwise terminated prior to the Closing Date, the "Retained Employees").

(b) For purposes of determining eligibility to participate in and vesting under any "employee benefit plan" (as defined in Section 3(3) of ERISA), other than pension plans (including any defined benefit pension plan), that Purchaser offers to Transferred Employees, and for purposes of determining vacation, sickness benefits and other fringe benefits offered to Transferred Employees by Purchaser, each such Transferred Employee shall be credited with the months and years of service he or she completed while employed by the Sellers for any other period or, to the extent such service was credited under a corresponding plan or program maintained by the Sellers.

(c) Within ten (10) business days following the later of (i) the execution of this Agreement or (ii) the Purchaser's identification of all of the Transferred Employees, Sellers shall provide a list of the name and site of employment of any and all employees of Sellers who have experienced, or will experience, an employment loss or layoff – as defined by the Worker Adjustment and Retraining Notification Act of 1988 or any similar applicable state or local law requiring notice to employees in the event of a closing or layoff (the "WARN Act") as a result of the Transactions contemplated by this Agreement.

(d) Sellers and Purchaser shall cooperate to comply with and take all actions necessary to minimize the obligations arising under the WARN Act in connection with any (i) plant closing as defined in the WARN Act affecting any site of employment or one or more facilities or operating units within any site of employment of Sellers; (ii) mass layoff as defined in the WARN Act affecting any site of employment of Sellers; or (iii) similar action under the WARN Act requiring notice to employees in the event of an employment loss or layoff. Sellers shall send such notices under the WARN Act as Purchaser may reasonably request or as may be reasonably required.

9.2 Employment Tax Reporting. With respect to Transferred Employees, Purchaser and Sellers shall use the standard procedure set forth in Revenue Procedure 2004-53, 2004-34 I.R.B. 320, for purposes of employment tax reporting. Compensation and Benefits. Subject to

its review of the current compensation and benefit arrangements of the Transferred Employees, Purchaser intends to either maintain the current compensation and benefit arrangements of the Transferred Employees or provide compensation and benefits to such employees that Purchaser determines in good faith are generally comparable to those presently provided to such employees. Subject to such review, for purposes of eligibility, vesting and the calculation of the amount of vacation, severance or other benefits under the employee benefit plans of Purchaser providing benefits to Transferred Employees, Purchaser intends to credit each Transferred Employee with his or her years of service with Sellers to the same extent as such Transferred Employee was entitled immediately prior to the Closing to credit for such service under any similar Employee Benefit Plan. No Obligations. No provision of this Agreement shall create any third party beneficiary rights in any employee or former employee of any Seller or any other persons or entities (including any beneficiary or dependent thereof), in respect of continued employment (or resumed employment) for any specified period of any nature or kind whatsoever.

ARTICLE X

CONDITIONS TO CLOSING

10.1 Conditions Precedent to Obligations of Purchaser. The obligation of Purchaser to consummate the Transactions is subject to the fulfillment, on or prior to the Closing Date, of each of the following conditions (any or all of which may be waived by Purchaser in whole or in part to the extent permitted by applicable Law):

(a) the representations and warranties of Sellers contained in this Agreement (i) that are not qualified by materiality or a Material Adverse Change shall be true and correct in all respects on and as of the Closing, except to the extent expressly made as of an earlier date, in which case as of such earlier date, and except to the extent that the failure of such representations and warranties to be true and correct would not reasonably be expected to have, individually or in the aggregate, a Material Adverse Change and (ii) that are qualified by materiality or Material Adverse Change shall be true and correct in all respects on and as of the Closing (disregarding any materiality or Material Adverse Change qualifier contained therein), except to the extent expressly made as of an earlier date, in which case as of such earlier date, and except to the extent that the failure of such representations and warranties to be true and correct would not reasonably be expected to have, individually or in the aggregate, a Material Adverse Change, and Purchaser shall have received a certificate signed by authorized officers of Sellers, dated the Closing Date, to the foregoing effect;

(b) Sellers shall have performed and complied in all material respects with all obligations and agreements required in this Agreement to be performed or complied with by them prior to the Closing Date, and Purchaser shall have received a certificate signed by authorized officers of Sellers, dated the Closing Date, to the foregoing effect;

(c) Sellers shall have delivered, or caused to be delivered, to Purchaser all of the items set forth in Section 4.2.

10.2 Conditions Precedent to Obligations of Sellers. The obligations of Sellers to consummate the Transactions are subject to the fulfillment, prior to or on the Closing Date, of each of the following conditions (any or all of which may be waived by Sellers in whole or in part to the extent permitted by applicable Law):

(a) the representations and warranties of Purchaser contained in this Agreement (i) that are not qualified by materiality shall be true and correct in all respects on and as of the Closing, except to the extent expressly made as of an earlier date, in which case as of such earlier date, and except to the extent that the failure of such representations and warranties to be true and correct would not reasonably be expected to have, individually or in the aggregate, a material adverse effect and (ii) that are qualified by materiality shall be true and correct in all respects on and as of the Closing (disregarding any materiality qualifier contained therein), except to the extent expressly made as of an earlier date, in which case as of such earlier date, and except to the extent that the failure of such representations and warranties to be true and correct would not reasonably be expected to have, individually or in the aggregate, a material adverse effect, and Sellers shall have received a certificate signed by an authorized officer of Purchaser, dated the Closing Date, to the foregoing effect;

(b) Purchaser shall have performed and complied in all material respects with all obligations and agreements required by this Agreement to be performed or complied with by Purchaser on or prior to the Closing Date, and Sellers shall have received a certificate signed by an authorized officer of Purchaser, dated the Closing Date, to the foregoing effect; and

(c) Purchaser shall have delivered to Sellers all of the items set forth in Section 4.3.

10.3 Conditions Precedent to Obligations of Purchaser and Sellers. The respective obligations of Purchaser and Sellers to consummate the Transactions are subject to the fulfillment, on or prior to the Closing Date, of each of the following conditions (any or all of which may be waived by Purchaser and Sellers in whole or in part to the extent permitted by applicable Law):

(a) there shall not be in effect any Order by a Governmental Body of competent jurisdiction restraining, enjoining or otherwise prohibiting the consummation of the Transactions;

(b) the waiting period applicable to the Transactions under the HSR Act shall have expired or early termination shall have been granted;

(c) the Bankruptcy Court shall have entered the Sale Order in form and substance reasonably acceptable to Sellers and Purchaser within two (2) Business Days of the Sale Hearing; and

(d) the Bidding Procedures Order shall have been entered and shall have remained in full force and effect and shall not have been stayed, vacated, modified or supplemented in any material respect without the Purchaser's prior written consent.

10.4 Frustration of Closing Conditions. No party may rely on the failure of any condition set forth in Sections 10.1, 10.2 or 10.3, as the case may be, if such failure was caused by such party's failure to comply with any provision of this Agreement.

ARTICLE XI

TAXES.

11.1 Allocation of Taxes. All Taxes imposed on or with respect of the Purchased Assets on a periodic basis (including but not limited to real estate Taxes and assessments) ("Periodic Taxes") relating to periods beginning on or before and ending after the Closing Date shall be allocated on a per diem basis to the Sellers and the Purchaser, respectively, in accordance with Section 164(d) of the Code. All Periodic Taxes relating to periods ending on or before the Closing Date shall be allocated solely to the Sellers. All Periodic Taxes relating to the periods beginning after the Closing Date shall be allocated solely to the Purchaser. If the actual amounts to be prorated are not known as of the Closing Date, the prorations shall be made on the basis of Periodic Taxes assessed for the prior year; provided, however, for purposes of calculating such prorated amounts, such Periodic Taxes for the prior year shall be increased by five percent (5%).

11.2 Purchase Price Allocation. Sellers and Purchaser shall allocate the Purchase Price among Sellers (and, if applicable, Purchaser) and among the Purchased Assets of each Seller in accordance with a statement (the "Allocation Statement") provided by Purchaser to Sellers as soon as practicable after the Closing, which statement shall be prepared in accordance with Section 1060 of the Code. The Purchase Price allocated to each Seller shall be comprised first of the Assumed Liabilities of each Seller and then a pro rata portion of each other item comprising the Purchase Price. Purchaser and Sellers shall file all Tax Returns (including Form 8594) consistent with, and shall take no tax position inconsistent with the Allocation Statement.

11.3 Tax Reporting. Purchaser shall prepare and file (or cause to be prepared and filed) on behalf of Sellers all Tax Returns, whether related to income taxes or non-income taxes, required to be filed or that Purchaser otherwise deems appropriate, including the filing of amended Tax Returns, for all Tax Periods through and including any Tax Period that includes the Closing Date. Purchaser shall furnish a completed copy of any such Tax Return (including any supporting workpapers) to be filed by Purchaser to Sellers for Sellers' review at least 30 days prior to the due date for filing such returns. Sellers shall have the right to raise reasonable objections to such Tax Returns. In the event that the parties are unable to resolve in good faith any dispute prior to 15 days before the due date, the Purchaser's position shall prevail provided such position is reasonable, and Purchaser agrees to indemnify Sellers for their out-of-pocket expenses associated with any required amendment to such Tax Returns to the extent such amendment is required as a consequence of taking such position. Purchaser shall indemnify Sellers for Taxes under this Section 11.3.

11.4 Cooperation and Audit. Purchaser, its Affiliates and Sellers shall cooperate fully with each other regarding tax matters (including the execution of appropriate powers of attorney) and shall make available to the other as reasonably requested all information, records and documents relating to taxes governed by this Agreement until the expiration of the

applicable statute of limitations or extension thereof or the conclusion of all audits, appeals or litigation with respect to such taxes.

ARTICLE XII

MISCELLANEOUS

12.1 No Survival of Representations and Warranties. The parties hereto agree that the representations and warranties contained in this Agreement shall not survive the Closing hereunder and no Person shall have any liability for any breach thereof. The parties hereto agree that the covenants contained in this Agreement to be performed at or after the Closing shall survive the Closing hereunder, and each party hereto shall be liable to the other after the Closing for any breach thereof.

12.2 Expenses. Except as otherwise provided in this Agreement, each of Sellers and Purchaser shall bear its own expenses incurred in connection with the negotiation and execution of this Agreement and each other agreement, document and instrument contemplated by this Agreement and the consummation of the Transactions. Purchaser shall pay the filing fee required in connection with the HSR Act filing contemplated by Section 8.4(a).

12.3 Injunctive Relief. Damages at law may be an inadequate remedy for the breach of any of the covenants, promises or agreements contained in this Agreement, and, accordingly, any party hereto shall be entitled to injunctive relief with respect to any such breach, including without limitation specific performance of such covenants, promises or agreements or an order enjoining a party from any threatened, or from the continuation of any actual, breach of the covenants, promises or agreements contained in this Agreement. The rights set forth in this Section 12.3 shall be in addition to any other rights which a party hereto may have at law or in equity pursuant to this Agreement.

12.4 Submission to Jurisdiction; Consent to Service of Process.

(a) Without limiting any party's right to appeal any order of the Bankruptcy Court, (i) the Bankruptcy Court shall retain exclusive jurisdiction to enforce the terms of this Agreement and to decide any claims or disputes which may arise or result from, or be connected with, this Agreement, any breach or default hereunder, or the Transactions, and (ii) any and all proceedings related to the foregoing shall be filed and maintained only in the Bankruptcy Court, and the parties hereby consent to and submit to the jurisdiction and venue of the Bankruptcy Court and shall receive notices at such locations as indicated in Section 12.8 hereof; provided, however, that if the Bankruptcy Case has closed, the parties agree to unconditionally and irrevocably submit to the exclusive jurisdiction of the United States District Court for the Eastern District of Michigan and any appellate court thereof, for the resolution of any such claim or dispute. The parties hereby irrevocably waive, to the fullest extent permitted by applicable Law, any objection which they may now or hereafter have to the laying of venue of any such dispute brought in such court or any defense of inconvenient forum for the maintenance of such dispute. Each of the parties hereto agrees that a judgment in any such dispute may be enforced in other jurisdictions by suit on the judgment or in any other manner provided by law.

(b) Each of the parties hereto hereby consents to process being served by any party to this Agreement in any suit, action or proceeding by delivery of a copy thereof in accordance with the provisions of Section 12.8.

12.5 Waiver of Right to Trial by Jury. Each party to this Agreement waives any right to trial by jury in any action, matter or proceeding regarding this Agreement or any provision hereof.

12.6 Entire Agreement; Amendments and Waivers. This Agreement (including the schedules and exhibits hereto) collectively represent the entire understanding and agreement between the parties hereto with respect to the subject matter hereof. This Agreement can be amended, supplemented or changed, and any provision hereof can be waived, only by written instrument making specific reference to this Agreement signed by the party against whom enforcement of any such amendment, supplement, modification or waiver is sought. No action taken pursuant to this Agreement, including without limitation, any investigation by or on behalf of any party, shall be deemed to constitute a waiver by the party taking such action of compliance with any representation, warranty, covenant or agreement contained herein. The waiver by any party hereto of a breach of any provision of this Agreement shall not operate or be construed as a further or continuing waiver of such breach or as a waiver of any other or subsequent breach. No failure on the part of any party to exercise, and no delay in exercising, any right, power or remedy hereunder shall operate as a waiver thereof, nor shall any single or partial exercise of such right, power or remedy by such party preclude any other or further exercise thereof or the exercise of any other right, power or remedy. All remedies hereunder are cumulative and are not exclusive of any other remedies provided by law.

12.7 Governing Law. This Agreement shall be governed by and construed in accordance with the laws of the State of Michigan applicable to contracts made and performed in such State.

12.8 Notices. All notices and other communications under this Agreement shall be in writing and shall be deemed given (i) when delivered personally by hand, (ii) when sent by facsimile (with written confirmation of transmission) or (iii) one Business Day following the day sent by overnight courier (with written confirmation of receipt), in each case at the following addresses and facsimile numbers (or to such other address or facsimile number as a party may have specified by notice given to the other party pursuant to this provision):

If to the Sellers, to:

Plastech Engineered Products, Inc.
835 Mason Avenue
Dearborn, Michigan 48124
Attn: Kelvin W. Scott, Esq.
Tel: (313) 791-8140
Fax: (313) 228-7271

with copies to:

Skadden, Arps, Slate, Meagher & Flom LLP
One Rodney Square
P.O. Box 636
Wilmington DE 19801
Attn: Gregg M. Galardi, Esq.
Tel: (302) 651-3000
Fax: (302) 651-3001

If to Purchaser, to:

Attn:
Tel:
Fax:

With copies to:

12.9 Severability. If any term or other provision of this Agreement is invalid, illegal, or incapable of being enforced by any law or public policy, all other terms or provisions of this Agreement shall nevertheless remain in full force and effect so long as the economic or legal substance of the Transactions is not affected in any manner materially adverse to any party. Upon such determination that any term or other provision is invalid, illegal, or incapable of being enforced, the parties hereto shall negotiate in good faith to modify this Agreement so as to effect the original intent of the parties as closely as possible in an acceptable manner in order that the Transactions are consummated as originally contemplated to the greatest extent possible.

12.10 Assignment. This Agreement shall be binding upon and inure to the benefit of the parties and their respective successors and permitted assigns. Nothing in this Agreement shall create or be deemed to create any third party beneficiary rights in any Person or entity not a party to this Agreement. No assignment of this Agreement or of any rights or obligations hereunder may be made by either Sellers or Purchaser (by operation of law or otherwise) without the prior written consent of the other parties hereto and any attempted assignment without the required consents shall be void; provided that Purchaser may assign some or all of its rights and obligations hereunder to one or more subsidiaries formed by it prior to the Closing and/or, upon notice to the Company, to one or more Persons that Purchaser determines, in its sole discretion, to partner with in connection with the Transactions. No assignment of any obligations hereunder shall relieve the parties hereto of any such obligations. Upon any such permitted assignment, the references in this Agreement to Sellers or Purchaser shall also apply to any such assignee unless the context otherwise requires.

12.11 Counterparts. This Agreement may be executed in one or more counterparts, each of which will be deemed to be an original copy of this Agreement and all of which, when taken together, will be deemed to constitute one and the same agreement.

IN WITNESS WHEREOF, the parties hereto have caused this Agreement to be executed by their respective officers thereunto duly authorized, as of the date first written above.

PURCHASER:

By: _____
Name:
Title: Authorized Signatory

SELLERS:

PLASTECH ENGINEERED PRODUCTS, INC.

By: _____
Name:
Title:

PLASTECH DECORATING SYSTEMS, INC.

By: _____
Name:
Title:

LDM TECHNOLOGIES, INC.

By: _____
Name:
Title:

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