

**UNITED STATES BANKRUPTCY COURT  
EASTERN DISTRICT OF MICHIGAN  
SOUTHERN DIVISION**

-----X	:	
In re:	:	Chapter 11
	:	
Plastech Engineered Products, Inc., <u>et al.</u> ,	:	Case No. 08-42417 (PJS)
	:	
Debtors.	:	Jointly Administered
	:	
-----X		

**NOTICE OF FILING OF REVISED EXHIBITS B AND C AND SUPPLEMENTAL EXHIBIT F TO  
PLAN SUPPLEMENT TO SECOND AMENDED JOINT PLAN OF LIQUIDATION PROPOSED BY  
PLASTECH ENGINEERED PRODUCTS, INC., ITS SUBSIDIARY DEBTORS  
AND THE OFFICIAL COMMITTEE OF UNSECURED CREDITORS**

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Dated: December 2, 2008  
Detroit, Michigan

**INDEX TO PLAN SUPPLEMENT**

<u>Document</u>	<u>Plan Exhibit</u>
Liquidating Trust Agreement	Exhibit B
Non-Exclusive List of Potential Defendants of Causes of Action and Avoidance Actions	Exhibit C
Supplemental Section 502(d) Objection Notice	Exhibit F

**THE DOCUMENTS CONTAINED IN THIS PLAN SUPPLEMENT ARE  
DRAFT DOCUMENTS. THE DEBTORS AND THE OFFICIAL COMMITTEE OF UNSECURED  
CREDITORS RESERVE THE RIGHT TO REVISE  
THIS PLAN SUPPLEMENT AND ANY INFORMATION CONTAINED  
HEREIN AT ANY TIME PRIOR TO THE HEARING ON  
CONFIRMATION OF THE DEBTORS' SECOND AMENDED PLAN OF REORGANIZATION.**

**EXHIBIT B**  
**LIQUIDATING TRUST AGREEMENT**

**PLASTECH ENGINEERED PRODUCTS, INC., et al., LIQUIDATING  
TRUST AGREEMENT  
AND DECLARATION OF TRUST**

**AMONG**

**PLASTECH ENGINEERED PRODUCTS, INC.,  
THE OFFICIAL COMMITTEE OF UNSECURED CREDITORS OF  
PLASTECH ENGINEERED PRODUCTS, INC., et al.**

**AND**

**CARROLL SERVICES LLC, WITH JAMES PATRICK CARROLL AS  
MANAGING MEMBER, LIQUIDATING TRUSTEE**

**DATED AS OF \_\_\_\_\_, 2008**

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PLASTECH ENGINEERED PRODUCTS, INC. LIQUIDATING TRUST  
AGREEMENT AND DECLARATION OF TRUST

This Liquidating Trust Agreement and Declaration of Trust (this "Agreement") is made and entered into as of the \_\_\_\_ day of \_\_\_\_\_, 2008 (the "Effective Date"), by and between Plastech Engineered Products, Inc. ("Plastech") and its subsidiaries that are debtors and debtors-in-possession in the Chapter 11 Cases and Carroll Services LLC, with James Patrick Carroll as managing member (the "Liquidating Trustee"). Capitalized terms used herein and not otherwise defined shall have the meanings ascribed to them in the Second Amended Joint Plan of Liquidation Proposed by Plastech Engineered Products, Inc., Its Subsidiary Debtors and the Official Committee of Unsecured Creditors (Docket No. 3421) filed on October 22, 2008, and as the same may from time to time be amended (the "Plan").

WHEREAS, on February 1, 2008, the Debtors filed voluntary petitions for relief under chapter 11 of the United States Bankruptcy 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");

WHEREAS, on October 22, 2008, the Debtors filed the Second Amended Disclosure Statement With Respect to Second Amended Joint Plan of Liquidation Proposed by Plastech Engineered Products, Inc., Its Subsidiary Debtors and the Official Committee of Unsecured Creditors (the "Disclosure Statement");

WHEREAS, on [\_\_\_\_], 2008, the Debtors filed the Third Amended Joint Plan of Liquidation Proposed by Plastech Engineered Products, Inc., Its Subsidiary Debtors and the Official Committee of Unsecured Creditors (together with the Confirmation Order (as defined below), the "Plan");

WHEREAS, on \_\_\_\_\_, 2008 the Bankruptcy Court entered its Findings of Fact, Conclusions of Law, and Order Confirming the Third Amended Joint Plan of Liquidation Proposed by Plastech Engineered Products, Inc., Its Subsidiary Debtors and the Official Committee of Unsecured Creditors (the "Confirmation Order");

WHEREAS, the Plan, among other things, provides for the creation of the Liquidating Trust, the vesting and/or transfer of the Liquidating Trust Assets to the Liquidating Trust, the appointment of the Liquidating Trustee to administer the Liquidating Trust Assets, to, among other things, pursue and settle any Claims, Causes of Action, Avoidance Actions in accordance with and subject to the provisions of the Plan and this Agreement, to liquidate Liquidating Trust Assets, and to distribute the proceeds from such liquidation to beneficiaries of the Liquidating Trust

(each a "Liquidating Trust Beneficiary," and collectively, "Liquidating Trust Beneficiaries").

NOW, THEREFORE, in order to comply with the terms and conditions of the Plan, the parties hereto agree as follows:

## **ARTICLE I** **DEFINITIONS**

1.1 Rules of Interpretation. All capitalized terms used and not otherwise defined herein shall have the respective meanings assigned thereto in the Plan, or, if not defined in the Plan and defined in the Bankruptcy Code, the meanings assigned thereto in the Bankruptcy Code unless, in either case, the context clearly requires otherwise. All references to the Plan contained herein mean the Plan as it may have been modified pursuant to the Confirmation Order.

1.2 Certain Definitions. For all purposes of this Agreement, except as otherwise expressly provided or unless the context otherwise requires, the terms defined in this Section shall have the meaning assigned to them in this Section, and shall include the plural as well as the singular, and the masculine as well as the feminine.

"*Agreement*" means this Liquidating Trust Agreement and Declaration of Trust dated as of \_\_\_\_\_, 2008.

"*Liquidating Trust*" means the Liquidating Trust created pursuant to this Agreement and established on the Effective Date pursuant to Section V.F. of the Plan.

"*Liquidating Trust Assets*" means those assets transferred to and owned by or preserved for the Liquidating Trust pursuant to the Plan.

"*Liquidating Trust Beneficiary*" means (i) the holder of an Allowed Claim that receives a beneficial interest in the Liquidating Trust in accordance with the Plan and (ii) in the case of the Term Lenders, the Term Lender Liquidating LLC.

"*Liquidating Trustee*" means the trustee of the Liquidating Trust in accordance with the Plan and this Agreement.

"*Prudent Investments*" means investments in demand and time deposits, such as short-term certificates of deposit, in banks or other savings institutions, or other temporary, liquid investments such as Treasury bills and investments other than those described in Bankruptcy Code section 345.

"*Tax Code*" means the Internal Revenue Code of 1986, as amended.



"*Term Lender Liquidating LLC*" means the limited liability company formed under the Plan and this Agreement for the purpose of preserving and liquidating the Residual Assets for the benefit of the First Lien Term Lender Parties and for holding the Term Lenders' beneficial interest in the Liquidating Trust.

"*Treasury Regulations*" means the regulations promulgated under the Tax Code.

## **ARTICLE II**

### **LIQUIDATING TRUST CREATION AND GOVERNANCE**

2.1 Purpose of Liquidating Trust. The Debtors, in compliance with the Plan, hereby constitute and create the Liquidating Trust for the primary purpose of liquidating and distributing the Liquidating Trust Assets transferred to it and with no objective to continue or engage in the conduct of a trade or business, except to the extent reasonably necessary to, and consistent with, the liquidating purposes of the Liquidating Trust.

The Liquidating Trustee shall have full authority to take any steps necessary to administer this Agreement, including, without limitation, the duty and obligation to hold, conserve, and protect the Liquidating Trust Assets and to collect on, sell, or otherwise liquidate or dispose of Liquidating Trust Assets, and to distribute the net proceeds of such disposition to the Liquidating Trust Beneficiaries as provided for in the Plan in as prompt, efficient and orderly a fashion as possible in accordance with and as set forth in the provisions of Article 3 of this Agreement.

The Liquidating Trustee may retain such law firms, accounting firms, experts, advisors, consultants, investigators, appraisers, auctioneers or other professionals as he may deem necessary to aid in the performance of his responsibilities pursuant to the terms of the Plan, including, without limitation, the liquidation and distribution of the Liquidating Trust Assets.

The Liquidating Trustee shall serve until death, removal, resignation or termination of the Liquidating Trust pursuant to the Plan and this Agreement.

2.2 Acceptance by Liquidating Trustee. The Liquidating Trustee is willing and does hereby accept the appointment to serve as Liquidating Trustee and to hold and administer the Liquidating Trust Assets pursuant to the terms of this Agreement and the Plan.

2.3 Name of Liquidating Trust. The Liquidating Trust established hereby shall bear the name "Plastech Liquidating Trust." In connection with the exercise of the powers as trustee, the Liquidating Trustee may use such name or such variation thereon as he sees fit, or may use his own name, as trustee, or otherwise.

2.4 Transfer of Liquidating Trust Assets to Liquidating Trust. On the Effective Date and in accordance with the Plan, the Debtors shall and shall be deemed to have irrevocably transferred to the Liquidating Trust, for and on behalf of the Liquidating Trust Beneficiaries, the following Liquidating Trust Assets:

(a) the First Lien Term Lender Contribution, for liquidation and distribution for the benefit of Class 7 General Unsecured Creditors;

(b) the Unencumbered Assets, for liquidation and distribution in accordance with the Plan;

(c) any Available Additional DIP Collateral Proceeds, for liquidation and distribution for the benefit of Class 7 General Unsecured Creditors;

(d) the Reserves, which shall not constitute part of the res of the Liquidating Trust, but which shall be held separate by the Liquidating Trustee, to be administered in accordance with the Plan; and

(e) all other property of the Debtors and the Estates, and each of them, including, but not limited to, the Residual Assets, the Liquid Collateral and the Additional DIP Collateral, all of which shall be deemed assigned by the Debtors to the Liquidating Trust on the Effective Date for liquidation and distribution in accordance with the Plan.

The Liquidating Trust Assets shall be held and managed by the Liquidating Trustee pursuant to the Plan and this Agreement. The Debtors shall, as needed and as reasonably requested by the Liquidating Trustee, execute and deliver or cause to be executed and delivered to or upon the order of the Liquidating Trustee, all such confirmatory deeds or other instruments, in recordable form where necessary or appropriate, and the Debtors shall take or cause to be taken such other action, as the Liquidating Trustee may reasonably deem necessary or appropriate, in order to vest or perfect in or confirm to the Liquidating Trust (or upon the order of the Liquidating Trustee) title to and possession of all of the Liquidating Trust Assets; provided, however, that the Residual Assets shall remain subject to the Liens of the First Lien Term Lender Parties and Second Lien Term Lender Parties, and the Liquid Collateral and Additional DIP Collateral shall remain subject to the Liens of the DIP Lenders.

Notwithstanding anything in this Agreement to the contrary, under no circumstances shall the Liquidating Trustee or the Liquidating Trust receive or retain Cash or cash equivalents in excess of a reasonable amount to meet claims and contingent liabilities or to maintain the value of the Liquidating Trust Assets during liquidation and shall distribute all amounts not required to be retained for such purposes to

the Liquidating Trust Beneficiaries as promptly as practicable in accordance with the Plan and this Agreement.

2.5 Vesting of Assets. On the Effective Date, and subject to the applicable provisions of the Plan, the Sale Orders and respective Asset Purchase Agreements, all property treated by the Plan, any minutes, and general corporate records of the Debtors, and any books and records relating to the foregoing not otherwise treated by the Plan, shall vest in the Liquidating Trust free and clear of all Liens, Claims, encumbrances, and other interests and shall thereafter be administered, liquidated by sale, collection, recovery, or other disposition and distributed by the Liquidating Trust in accordance with the terms of this Agreement and the Plan; provided, however, that the Liquid Collateral and Additional DIP Collateral shall remain subject to the Liens of the DIP Lenders and the Residual Assets shall vest in the Term Lender Liquidating LLC pursuant to Section 2.6 below, and shall remain subject to the Liens of the First Lien Term Lender Parties.

2.6 Term Lender Liquidating LLC. On or before the Effective Date, the Liquidating Trustee shall form the Term Lender Liquidating LLC for the purpose of preserving and liquidating the Residual Assets for the benefit of the First Lien Term Lender Parties and for holding the Term Lenders' beneficial interest in the Liquidating Trust. The Liquidating Trustee shall serve as manager of the Term Lender Liquidating LLC in accordance with the limited liability company agreement attached hereto as Exhibit A (the "Liquidating LLC Agreement"). On the Effective Date, all right, title and interest in, to and under the Residual Assets shall vest in the Term Lender Liquidating LLC, and the Term Lender Liquidating LLC, which Residual Assets shall remain subject to the Lien of the First Lien Agent for the benefit of the First Lien Term Lender Parties and the Term Lender Liquidating LLC shall be deemed the Liquidating Trust Beneficiary for the First Lien Term Lender Parties and the Second Lien Term Lenders.

2.7 Dissolution of Plastech and Subsidiary Debtors. On the Effective Date, or as soon thereafter as is practicable, PEPI and the Subsidiary Debtors shall be dissolved in accordance with the Michigan Business Corporation Act. If necessary or appropriate, the Liquidating Trustee shall file a certificate of dissolution for Plastech and/or the Subsidiary Debtors and shall take all other actions necessary or appropriate to effect the dissolution of Plastech and the Subsidiary Debtors under applicable state law.

### **ARTICLE III**

#### **LIQUIDATING TRUST ADMINISTRATION**

3.1 Limitations on Liquidating Trustee. The Liquidating Trustee shall carry out the purposes of the Liquidating Trust and the directions contained

herein and in the Plan, and shall not at any time, on behalf of the Liquidating Trust or the Debtors, continue or engage in the conduct of a trade or business through the Liquidating Trust (except to the extent reasonably necessary to, and consistent with, the liquidating purposes of the Liquidating Trust), and no part of the Liquidating Trust Assets or the proceeds, revenue or income therefrom shall be used or disposed of by the Liquidating Trustee in the furtherance of any business.

3.2 Liquidating Trustee's Powers. The Liquidating Trustee shall have the rights and powers set forth in the Plan, this Agreement and the Liquidating LLC Agreement, including, but not limited to, the powers of a debtor-in-possession under Bankruptcy Code sections 1107 and 1108; provided, however, the Liquidating Trustee shall have no authority to operate the Debtors' businesses. The Liquidating Trustee shall be governed in all things by the terms of this Agreement, the Liquidating LLC Agreement and the Plan. The Liquidating Trustee shall administer the Liquidating Trust, and its assets, and make Distributions from the proceeds of the Liquidating Trust in accordance with the Plan. In addition, the Liquidating Trustee shall, in accordance with the terms of the Plan, take all actions necessary to wind down the affairs of the Debtors consistent with the Plan and applicable non-bankruptcy law. Without limitation, the Liquidating Trustee shall (a) file final federal, state, and, to the extent applicable, local, tax returns and (b) dissolve each of the Debtors in accordance with the Plan. The Liquidating Trustee shall be authorized, empowered and directed to take all actions necessary to comply with the Plan and exercise and fulfill the duties and obligations arising thereunder, including, without limitation, to:

- (1) employ, retain, and replace one or more attorneys, accountants, auctioneers, brokers, managers, consultants, other professionals, agents, investigators, expert witnesses, consultants, and advisors as necessary to discharge the duties of the Liquidating Trustee under the Plan and this Agreement;
- (2) reconcile Claims and resolve Disputed Claims, and administer the Claims allowance and disallowance processes as set forth in the Plan, including to object to, prosecute, litigate, reconcile, settle, and resolve Claims and Disputed Claims in accordance with the Plan;
- (3) calculate, pay and administer all the Distributions to be made under the Plan, this Agreement and other orders of the Bankruptcy Court to Holders of Allowed Claims, all in accordance with the terms of the Plan;

- (4) establish the Reserves and open, maintain and administer bank accounts as necessary to discharge the duties of the Liquidating Trustee under the Plan and this Agreement;
- (5) pay reasonable and necessary professional fees, costs, and expenses as set forth in the Plan;
- (6) except to the extent waived, released and discharged under Article X of the Plan, the Sale-Related Settlements, the Final DIP Order or any other order previously entered by the Bankruptcy Court, investigate, analyze, commence, prosecute, litigate, compromise, and otherwise administer the Causes of Action and the Avoidance Actions and all related Liens for the benefit of the Liquidating Trust and its beneficiaries, as set forth in the Plan and the Final DIP Order, and take all other necessary and appropriate steps to collect, recover, settle, liquidate, or otherwise reduce to Cash the Causes of Action and the Avoidance Actions, including all receivables, and to negotiate and effect settlements and lien releases with respect to all related Claims and all related Liens, provided, however, that any compromise or settlement with respect to 503(b)(9) Claims or Avoidance Actions or Causes of Action concerning Persons who have also asserted 503(b)(9) Claims shall be subject to the prior written consent of Goldman, the Major Customers, the Steering Committee and the Post-Effective Date Committee or, if unanimous consent cannot be obtained, further order of the Bankruptcy Court.
- (7) subject to the rights of Holders of Allowed DIP Facility Claims provided for in Article III.A.1 of the Plan and the Liens held by the First Lien Term Lender Parties and Second Lien Term Lender Parties, administer, sell, liquidate, or otherwise dispose of all Collateral, Unencumbered Assets, Additional DIP Collateral and all other assets of the Estates in accordance with the terms of the Plan (subject, with respect to the Residual Assets, to the consent, payment and other rights set forth in the Plan and the Liquidating LLC Agreement, and subject, with respect to the Liquid Collateral and the Additional DIP Collateral, to the consent of the DIP Lenders);
- (8) represent the Estates before the Bankruptcy Court and other courts of competent jurisdiction with respect to matters concerning the Liquidating Trust;

- (9) seek the examination of any Entity, other than Goldman, the Steering Committee, the Major Customers or the Post-Effective Date Committee, under and subject to the provisions of Bankruptcy Rule 2004;
- (10) invest funds in Prudent Investments;
- (11) file all necessary tax returns on behalf of the Debtors;
- (12) retain any and all rights under any insurance policies of a Debtor providing coverage with respect to Insured Claims;
- (13) comply with applicable orders of the Bankruptcy Court and any other court of competent jurisdiction over the matters set forth in the Plan;
- (14) comply with all applicable laws and regulations concerning the matters set forth in the Plan;
- (15) exercise such other powers as may be vested in the Liquidating Trust pursuant to this Agreement, the Plan, the Confirmation Order or other Final Orders of the Bankruptcy Court; and
- (16) execute any documents, instruments, contracts, and agreements necessary and appropriate to carry out the powers and duties of the Liquidating Trust.

The Liquidating Trustee shall exercise such powers in accordance with the provisions of the Plan, this Agreement and the Confirmation Order.

3.3 Management of Liquidating Trust. Subject to the terms hereof and the Plan, the Liquidating Trustee shall take charge of the Liquidating Trust Assets and shall endeavor to collect, conserve, protect, and liquidate, or otherwise convert into cash, marketable securities or other cash equivalents, all claims, Causes of Action, Avoidance Actions, and other assets which constitute the Liquidating Trust Assets and all such other property incidental thereto as may hereafter be acquired from time to time by the Liquidating Trust. The Liquidating Trustee shall manage the affairs of the Liquidating Trust, negotiate and consummate sales of the Liquidating Trust Assets, enter into agreements binding the Liquidating Trust, and execute, acknowledge, and deliver any and all instruments which are necessary, required, or deemed by the Liquidating Trustee to be advisable in connection with the performance of the Liquidating Trustee's duties hereunder and shall have full power and authority to take any action consistent with the purpose and provisions of the Plan. Except as otherwise provided in the Plan, the Liquidating LLC Agreement and this

Agreement, and without prior or further authorization of the Court, the Liquidating Trustee may control and exercise authority over the Liquidating Trust Assets, the acquisition, management and disposition thereof, and the management and conduct of the affairs of the Liquidating Trust to the same extent as if the Liquidating Trustee were the sole legal and beneficial owner thereof in his own right. No person dealing with the Liquidating Trust shall be obligated to inquire into the authority of the Liquidating Trustee in connection with the acquisition, management or disposition of Liquidating Trust Assets. In connection with the management and use of the Liquidating Trust Assets, the Liquidating Trustee, without limitation of his power and authority, may do the following:

- (a) Accept the assets transferred and provided to the Liquidating Trust pursuant to this Agreement and the Plan;
- (b) Distribute Available Cash and other assets to the Liquidating Trust Beneficiaries in accordance with the terms of this Agreement and the Plan;
- (c) Endorse the payment of notes or other obligations of any person or make contracts with respect thereto;
- (d) Engage in all acts that would constitute ordinary course of business in performing the obligations of a trustee under a trust of this type;
- (e) Invest Liquidating Trust Assets only in Prudent Investments (unless other investment powers are reasonably necessary to maintain the value of the Liquidating Trust Assets and to further the liquidating purposes of the Liquidating Trust);
- (f) Execute deeds, bills of sale and other instruments of transfer in connection with the sale, assignment or transfer of the Liquidating Trust Assets;
- (g) Establish such bank accounts as he may deem necessary or appropriate, draw checks on such bank accounts and perform such other necessary and appropriate duties with respect to such accounts, or designate individuals as signatories to draw checks on such bank accounts and to perform such other duties as he may direct and authorize; and
- (h) Take any other action authorized by the Plan or necessary and appropriate to implement the Plan.

3.4 Reserves. On the Effective Date, or as soon thereafter as practicable, but expressly subject to Section V.D. of the Plan, the Debtors and/or the Liq-

liquidating Trustee shall establish and fund the Reserves in accordance with Sections V.E. and V.H. of the Plan.

3.5 Trust Distributions. Following the funding of the Reserves, the Liquidating Trustee shall make continuing efforts to liquidate all assets of the Debtors and the Estates (including, without limitation, all Causes of Action and all Unencumbered Assets). The Liquidating Trustee shall timely distribute to the Liquidating Trust Beneficiaries (as such may have been determined at such time) the net income of the Liquidating Trust plus all Net Proceeds of the liquidation all in accordance with the Plan, this Agreement, the Final DIP Order and the Sale-Related Settlements, except for amounts retained as reasonably necessary to maintain the value of the Liquidating Trust Assets, to fund the Reserves or to meet claims and contingent liabilities (including Disputed Claims); provided, however, that such amounts shall not include Residual Assets or the proceeds thereof. Distributions shall be made in accordance with the Plan and at least annually, and the Liquidating Trustee shall not unduly prolong the duration of the Liquidating Trust.

3.6 Distribution of Unused Reserves. The Liquidating Trustee shall make distributions of unused portion of the Reserves, if any, in accordance with Section V.E. of the Plan.

3.7 Compliance with Tax Requirements. To the extent applicable, the Liquidating Trustee shall comply with all Tax withholding and reporting requirements imposed on it by any governmental unit, and all distributions pursuant to the Plan shall be subject to such withholding and reporting requirements. The Liquidating Trustee shall be authorized to take any actions that it determines to be necessary, appropriate or desirable to comply with such withholding or reporting requirements. Notwithstanding any other provision of the Plan or this Agreement, each Entity receiving a distribution of Cash pursuant to the Plan shall have sole and exclusive responsibility for the satisfaction and payment of any Tax obligations imposed on it by any governmental unit on account of such distribution, including income, withholding and other Tax obligations.

3.8 Preservation of Causes of Action and Avoidance Actions. In accordance with Bankruptcy Code section 1123(b)(3) and except as otherwise provided in the Final DIP Order, the Sale Orders, the Sale-Related Settlements, the Plan or the Confirmation Order, the Liquidating Trust shall retain all of the Causes of Action and Avoidance Actions, a nonexclusive list of which is set forth as Exhibit C to the Plan, and other similar claims arising under applicable state laws or the Bankruptcy Code. The Liquidating Trustee and the Liquidating Trust may enforce, sue on, settle or compromise (or decline to do any of the foregoing) any or all of the Causes of Action and Avoidance Actions, except with respect to those Causes of Action or Avoidance Actions that relate to the prosecution or settlement of 503(b)(9) Claims, in



which case the settlement of the Causes of Action and Avoidance Actions are subject to the agreement and/or consent of the Post-Effective Date Committee, the Steering Committee, the Major Customers and Goldman or, if unanimous consent cannot be obtained, further order of the Bankruptcy Court.

3.9 Settlement of Causes of Action and Avoidance Actions. After the Effective Date, the Liquidating Trust and/or the Liquidating Trustee, in accordance with the terms of the Plan and this Agreement, will determine whether to bring, settle, release, compromise, enforce or abandon (or decline to do any of the foregoing) the Causes of Action and Avoidance Actions (except those relating to 503(b)(9) Claims or concerning Entities who have also asserted 503(b)(9) Claims that have not been Allowed or Disallowed) in accordance with the procedures and notice provisions set forth in Article V.F.5(f) of the Plan and, with respect to 503(b)(9) Claims or concerning Entities who have also asserted 503(b)(9) Claims that have not been Allowed or Disallowed, subject to the agreement and/or consent of the Post-Effective Date Committee, the Steering Committee, the Major Customers and Goldman or, if unanimous consent cannot be obtained, further order of the Bankruptcy Court.

3.10 Claims Resolution and Compromise. Pursuant to Article V.F.5(f) of the Plan, and except with respect to 503(b)(9) Claims or Avoidance Actions and Causes of Action concerning Entities who have also asserted 503(b)(9) Claims, as of the Effective Date the Liquidating Trustee is authorized to approve compromises of all Claims, Disputed Claims and Liens pursuant to Bankruptcy Rule 9019(b), the Plan and this Agreement, and to execute necessary documents, including Lien releases (subject to the written consent of the party having such Lien) and stipulations of settlement or release, without further order of the Bankruptcy Court, but subject to the notice provisions set forth in the Plan; provided, however, that the Liquidating Trustee shall consult with the Post-Effective Date Committee on a regular basis concerning the Liquidating Trustee's investigation, prosecution and proposed settlement of Claims; provided further, however, that it is expected that the Liquidating Trustee shall engage Clark Hill PLC ("Clark Hill") as a Liquidating Trustee Professional and in that capacity Clark Hill will assume primary responsibility for the investigation, prosecution and settlement of Class 7 General Unsecured Claims, all in accordance with the Plan and this Agreement.

3.11 Preservation and Sale of Residual Assets. The Liquidating Trustee, as manager of the Term Lender Liquidating LLC, shall preserve and liquidate the Residual Assets for the benefit of the First Lien Term Lender Parties. The Liquidating Trustee shall not sell any of the Residual Assets without the prior written consent of Goldman, which consent shall not be unreasonably withheld. The Liquidating Trustee shall distribute proceeds from the sale of the Residual Assets to Goldman for the benefit of the First Lien Term Lender Parties; provided, however, that the Liquidating Trustee shall be entitled to reduce the proceeds of Residual Assets re-

maintaining in the Estates after October 31, 2008 by an amount equal to direct out-of-pocket third party costs and expenses incurred by the Debtors' Estates or the Liquidating Trust in connection with preserving, maintaining and/or selling such Residual Assets in accordance with the Liquidating LLC Agreement.

3.12 Sale of Additional DIP Collateral. The Liquidating Trustee shall not sell any of the Additional DIP Collateral without the prior written consent of the DIP Lenders, which consent shall not be unreasonably withheld. The Liquidating Trustee shall distribute proceeds from the sale of the Additional DIP Collateral to the DIP Lenders and any Available Additional DIP Collateral Proceeds to Holders of Class 7 General Unsecured Claims in accordance with the Plan.

3.13 Interest Beneficial Only. The beneficial interests held by a Liquidating Trust Beneficiary hereunder shall not entitle any such beneficiary to any title or direct ownership interest in or to the Liquidating Trust Assets as such, or to any right to call for a partition or division of the same, or to require an accounting.

3.14 Evidence of Beneficial Interest. Ownership of a beneficial interest in the Liquidating Trust shall not be evidenced by any certificate, security or receipt or in any other form or manner whatsoever.

3.15 No Transfer of Beneficial Interests. Liquidating Trust Beneficiaries shall not have the right to convey, assign, sell or otherwise transfer any beneficial interest in the Liquidating Trust, except by bequest or devise or pursuant to the laws of intestate succession; provided, however, that nothing in this Section 3.14 shall in any way restrict the transfer, sale, assignment or participation by or from any Term Lender Parties of interests in the Term Lender Liquidating LLC.

3.16 Effect of Death, Incapacity or Bankruptcy. The death, incapacity or bankruptcy of any of the Liquidating Trust Beneficiaries during the terms of this Liquidating Trust shall not (a) operate to terminate the Liquidating Trust; (b) entitle the representatives or creditors of the deceased beneficiary to an accounting; (c) entitle the representatives or creditors of the deceased beneficiary to take any action in the Court or elsewhere for the distribution of the Liquidating Trust Assets or for a partition thereof; or (d) otherwise affect the rights and obligations of any of the other Liquidating Trust Beneficiaries.

3.17 Effect of Liquidating Trust on Third Parties. There is no obligation on the part of any purchaser or purchasers from the Liquidating Trustee or any agent of the Liquidating Trustee, or on the part of any other persons dealing with the Liquidating Trustee or any agent of the Liquidating Trustee, to oversee the application of the purchase money or other consideration passing to the Liquidating Trustee or any agent of the Liquidating Trustee or to inquire into the validity, expediency or

propriety of any such transaction by the Liquidating Trustee or any agent of the Liquidating Trustee.

3.18 Duration of the Liquidating Trust. The Liquidating Trust shall terminate on the earliest of (i) the fifth (5th) anniversary of the Confirmation Date; (ii) the date of entry of a Final Order issued by the Bankruptcy Court closing the Bankruptcy Cases pursuant to Section 350(a) of the Bankruptcy Code; and (iii) the date on which all of the Liquidating Trust Assets have been distributed in accordance with the terms of this Agreement and the Plan (the earliest to occur of the events described in clauses (i), (ii) and (iii) above being referred to herein as the "Termination Date"). Every effort shall be made to see to it that the Termination Date shall be no later than the time reasonably necessary to accomplish the purposes of the Liquidating Trust as contemplated by this Agreement and the Plan. Notwithstanding the foregoing, however, if warranted by the facts and circumstances and subject to the approval of the Bankruptcy Court upon a finding that an extension is necessary to accomplish the purpose of the Liquidating Trust, the term of the Liquidating Trust may be extended for a finite term based on the particular facts and circumstances. Each extension must be approved by the Bankruptcy Court within six (6) months of the beginning of the extended term.

3.19 No Reversions. Notwithstanding anything to the contrary in the Plan or this Agreement, in no event shall any of the Liquidating Trust Assets revert to or be distributed to the Debtors.

#### **ARTICLE IV LIQUIDATING TRUSTEE AND SUCCESSOR LIQUIDATING TRUSTEES**

4.1 Standard of Care. The Liquidating Trustee, members, designees, counsel, financial advisors and any duly designated agent or representative of the Liquidating Trust shall use reasonable care to avoid any loss or damage to the Liquidating Trust Assets, the Residual Assets, the Liquid Collateral and Additional DIP Collateral.

4.2 Removal. At any time upon the request of the Post-Effective Date Committee or any party in interest for cause, the Bankruptcy Court may remove the Liquidating Trustee. For purposes of this Section 4.2, "cause" shall mean (a) an act of fraud, embezzlement or theft in connection with the Liquidating Trustee's duties or in the course of its employment in such capacity, (b) the intentional wrongful damage to property of the Estates or the Liquidating Trust, (c) the intentional wrongful disclosure of confidential information of the Debtors resulting in material harm to the Debtors, (d) gross negligence, bad faith or willful misconduct by the Liquidating Trustee in connection with the performance of its duties under this Agreement, or (e)

intentional and material breach by the Liquidating Trustee of the provisions of this Agreement, the Plan, or any order of the Bankruptcy Court. Unless the Bankruptcy Court orders immediate removal, the Liquidating Trustee shall continue to serve until a successor Liquidating Trustee is appointed, and such appointment becomes effective, in accordance with Section 4.13 hereof.

4.3 No Liability for Acts of Predecessors. No successor Liquidating Trustee shall be in any way liable or otherwise responsible for the acts or omissions of any Liquidating Trustee in office prior to the date on which he becomes a Liquidating Trustee, unless such successor Liquidating Trustee expressly assumes such liability or responsibility.

4.4 Reliance on Documents or Advice of Professionals. Except as otherwise provided herein, the Liquidating Trustee may rely and shall be protected in acting in reliance upon any resolution, certificate, statement, instrument, opinion, report, notice, request, consent, order or other paper or document believed to be genuine and to have been signed or presented by the proper party or parties. The Liquidating Trustee may also engage and consult with legal and accounting professionals to be selected by them and shall not be liable for any action taken or suffered in reliance upon the advice of such professionals.

4.5 No Personal Obligation for Liquidating Trust Liabilities. Persons dealing with the Liquidating Trustee shall look only to the Liquidating Trust to satisfy any liability incurred by the Liquidating Trustee to such person in carrying out the terms of the Liquidating Trust, and the Liquidating Trustee shall not have any personal or individual obligation to satisfy any such liability.

4.6 Exercise of Power. Except as otherwise specifically set forth herein or in the Plan, the Liquidating Trustee shall not be required to procure authorization by the Court in the exercise of any power conferred upon him by this Agreement.

4.7 Fees and Expenses. On or before the Effective Date, the Debtors shall fund the Liquidating Trust Operating Reserve, subject to an annual cap of \$\_\_\_\_\_, or such greater amount as agreed to by Goldman, the Major Customers, the Steering Committee and the Post-Effective Date Committee, to pay the fees and expenses of the Liquidating Trustee and the Liquidating Trustee Professionals, in light of any anticipated recovery from the liquidation of the Unencumbered Assets. Except as otherwise provided in the Plan, compensation of the Liquidating Trustee and the costs and expenses of the Liquidating Trustee and the Liquidating Trust (including, without limitation, professional fees and expenses) shall be paid (a) to the extent related to the preservation, maintenance or liquidation of Collateral, from the Net Proceeds of the liquidation of such Collateral; (b) to the extent related to the ad-

ministration or liquidation of the Unencumbered Assets, from the Net Proceeds of the Unencumbered Assets; and (c) from the Liquidating Trust Operating Reserve. The reasonable fees and expenses of the Liquidating Trustee or the Liquidating Trustee Professionals shall be paid as necessary to discharge the Liquidating Trustee's duties under the Plan and the Liquidating Trust Agreement, which payments shall be made on ten (10) days' prior written notice to the Post-Effective Date Committee and, to the extent the fees and disbursements are proposed to be paid from the Liquid Collateral or Additional DIP Collateral pursuant to (a) above, the DIP Lenders, or to the extent fees and disbursements are proposed to be paid from the Residual Assets or the proceeds thereof pursuant to (a) above, Goldman, but shall not require an order of the Bankruptcy Court approving such payments. In the event of a dispute with respect to the fees and expenses of the Liquidating Trustee or the Liquidating Trustee's Professionals, the undisputed portion of such fees and expenses may be paid pending the resolution of the disputed portion of such fees and expenses, which payment shall not require an order of the Bankruptcy Court approving such payment. The Liquidating Trustee is entitled to deduct all fees and expenses reasonably incurred by the Liquidating Trustee and/or the Liquidating Trustee Professionals in administering, preserving, maintaining or liquidating Collateral (other than Liquid Collateral or Additional DIP Collateral) or Unencumbered Assets from the proceeds of such Collateral or Unencumbered Assets prior to making any Distribution of such proceeds under the Plan. The payment of the fees and expenses of the Liquidating Trustee and the Liquidating Trustee Professionals shall be made in the ordinary course of business and shall not be subject to the approval of the Court. No proceeds of Residual Assets may be used to pay any fees and expenses other than as set forth in the Plan and Section 3.10 hereto.

4.8 Retention of Professionals and Compensation Procedure. On and after the Effective Date, the Liquidating Trustee may engage such professionals and experts as may be deemed necessary and appropriate by the Liquidating Trustee to assist the Liquidating Trustee in carrying out the provisions of the Plan and this Agreement. For services performed from and after the Effective Date, Liquidating Trustee Professionals shall receive compensation and reimbursement of expenses in a manner to be determined by the Liquidating Trustee. It is expected that the Liquidating Trustee will engage Clark Hill, Allard & Fish, P.C. and Skadden, Arps, Slate, Meagher & Flom LLP as Liquidating Trustee Professionals, with primary responsibility for the prosecution of Avoidance Actions and Class 7 General Unsecured Claims resolution and objections to be allocated among the Liquidating Trustee Professionals.

4.9 Liquidating Trustee Indemnification. In addition to any indemnification provided for under the Plan, the Liquidating Trust shall indemnify, hold harmless and reimburse the Liquidating Trustee and the members, designees, counsel, financial advisors and any duly designated agent or representative of the Liquidating Trust against and from any and all loss, liability, expense or damage

which he, or the members, designees, counsel financial advisors and any duly designated agent or representative of the Liquidating Trust, may incur, if exercising reasonable care in the exercise and performance of any of his powers and duties under this Agreement, or, if exercising reasonable care, for any act or omission in connection with or arising out of administration of the Plan or the property to be distributed under the Liquidating Trust; provided, however, that to the extent the Post-Effective Date Committee and its professionals are to be indemnified and reimbursed pursuant to this Section 4.9, the funding for such indemnification and reimbursement shall be limited solely to amounts available from the First Lien Term Lender Contribution and not from any other Liquidating Trust Assets.

4.10 Maintenance of Register. The Liquidating Trustee shall at all times maintain a register of the names, addresses, amount of Claims and percentages of beneficial ownership of the Liquidating Trust Beneficiaries.

4.11 Conflicting Claims. In the event the Liquidating Trustee becomes aware of any disagreement or conflicting claims with respect to the Liquidating Trust Assets, or if the Liquidating Trustee in good faith is in doubt as to any action which should be taken under this Agreement, the Liquidating Trustee shall have the absolute right at his election to do any or all of the following:

(a) To the extent of such disagreement or conflict, or to the extent deemed by him necessary or appropriate in the light of such disagreement or conflict, withhold or stop all further performance under this Agreement (save and except the safekeeping of the Liquidating Trust Assets) until the Liquidating Trustee is satisfied that such disagreement or conflicting claims have been fully and finally resolved; or

(b) file a suit in interpleader or in the nature of interpleader in the Court and obtain an order requiring all persons and parties involved to litigate in the Court their respective claims arising out of or in connection with this Agreement; or

(c) file any other appropriate motion for relief in the Court.

4.12 Successor Liquidating Trustee. In the event that the Liquidating Trustee resigns, is removed or otherwise ceases to serve as Liquidating Trustee, the Post-Effective Date Committee shall designate a person to serve as successor Liquidating Trustee, with the consent of Goldman, the Steering Committee and the Major Customers, which consent shall not be unreasonably withheld. The Liquidating Trustee may resign upon written notice, which resignation shall become effective upon the selection of a successor Liquidating Trustee, and the acceptance by the successor Liquidating Trustee of its appointment as a Liquidating Trustee. Any successor Liq-

liquidating Trustee shall be subject to the same qualifications and shall have the same rights, powers, duties and discretion, and otherwise be in the same position, as the originally named Liquidating Trustee. Wherever reference is made in this Agreement to the Liquidating Trustee, the same shall be deemed to refer to the Liquidating Trustee acting hereunder from time to time.

4.13 Records. The Liquidating Trustee shall maintain good and sufficient books and records of account relating to the Liquidating Trust Assets, the Reserves, the Available Cash, the management thereof, all transactions undertaken by the Liquidating Trustee, all expenses incurred by or on behalf of the Liquidating Trust and all distributions either contemplated or effectuated under the Plan or this Agreement.

4.14 Periodic Reports. The Liquidating Trustee shall prepare the following reports and shall distribute such reports to the Post-Effective Date Committee and any Liquidating Trust Beneficiary who in writing requests a copy:

- (1) on a semi-annual basis commencing on the later to occur of June 30 or December 31 of the year in which the Effective Date occurs, a report of the activities of the Liquidating Trust detailing for the preceding six-month period the activities of the Liquidating Trust, including:
  - (A) an unaudited operating statement (prepared on a cash basis) showing all revenues received by the Liquidating Trust and all expenses of operations of the Liquidating Trust (including all expenses associated with the sale of any Liquidating Trust Assets paid by the Liquidating Trust);
  - (B) an unaudited written report and accounting showing (a) the assets and liabilities of the Liquidating Trust at the end of such period, (b) any changes in the Liquidating Trust Assets, (c) the amount of any Reserves or escrows of the Liquidating Trust, and (d) any material action taken by the Liquidating Trustee in the performance of his duties under the Plan and this Agreement; and

- (C) an overall status report of the Liquidating Trust for the next semi-annual period;  
and
- (2) to the extent required by the Bankruptcy Court or by applicable law (or to gain an exemption from applicable law), within 90 days after the end of each calendar year, beginning with the second year end occurring after the Effective Date, the Liquidating Trustee will prepare reports for the prior year as described in clauses (i) and (ii) above, except that such reports shall be for a full year (or portion thereof in which the Liquidating Trust has been in existence); the financial statements included in such reports need not be audited unless otherwise required by law.

All semi-annual and, if prepared, annual reports shall be filed with the Court. In addition, all such reports may be filed with the Securities and Exchange Commission to the extent the Liquidating Trustee deems such action to be in the best interest of the Liquidating Trust or to the extent required by applicable law or in order to gain an exemption from compliance with applicable law.

## **ARTICLE V**

### **MISCELLANEOUS**

5.1 Applicable Law. The Liquidating Trust created herein shall be construed, regulated and administered under the laws of the State of Michigan and the United States of America, including the Bankruptcy Code.

5.2 Headings. The enumeration and headings contained in this Agreement are for convenience of reference only and are not intended to have any substantive significance in interpreting the same.

5.3 Partial Invalidity. If any provision of this Agreement shall for any reason be held invalid or unenforceable by any court, governmental agency or arbitrator of competent jurisdiction, such invalidity or unenforceability shall not affect any other provision hereof, but this Agreement shall be construed as if such invalid or unenforceable provision had never been contained herein.

5.4 Entire Agreement. This Agreement (including the recitals), together with the Plan, the Confirmation Order and the documents referred to therein, constitutes the entire agreement by and among the parties and there are no representa-



tions, warranties, covenants or obligations except as set forth herein and in the Plan. This Agreement supersedes all prior and contemporaneous agreements, understandings, negotiations and discussions, written or oral, of the parties hereto, relating to any transaction contemplated hereunder. Except as otherwise specifically provided herein, nothing in this Agreement is intended or shall be construed to confer upon or to give any person other than the parties hereto and the Liquidating Trust Beneficiaries any rights or remedies under or by reason of this Agreement.

5.5 Notices. Any notice or other communication by the Liquidating Trustee to any of the Liquidating Trust Beneficiaries shall be deemed to have been sufficiently given, for all purposes, when mailed by first-class mail, postage prepaid, or transmitted by hand delivery, and addressed to such beneficiary at its address as shown in the records of the Liquidating Trustee. Any notice or other communication which may be or is required to be given, served or sent to the Liquidating Trust shall be in writing and shall be mailed by first-class mail, postage prepaid, or transmitted by hand delivery, addressed to: Plastech Liquidating Trust, Attn: James Carroll, 4 Mt. Royal Avenue, Suite 420, Marlboro, MA 01752. Each of the beneficiaries and the Liquidating Trustee may designate by notice in writing a new address to which any notice, demand, request or communication may thereafter be so given, served or sent. Each notice, demand, request or communication which shall be mailed or delivered in the manner described above shall be deemed sufficiently given, served, sent and received for all purposes three days after it is deposited in the U.S. mail as described above or at such time as it is delivered to the addressee, whichever is earlier.

5.6 Tax Identification Numbers. The Liquidating Trustee may require any of the Liquidating Trust Beneficiaries to furnish to the Liquidating Trustee its employer or taxpayer identification number as assigned by the Internal Revenue Service and the Liquidating Trustee may condition any distribution to any of the Liquidating Trust Beneficiaries upon receipt of such identification number.

5.7 Waiver. No failure or delay of any party to exercise any right or remedy pursuant to this Agreement shall affect such right or remedy or constitute a waiver by such party of any right or remedy pursuant thereto. Resort to one form of remedy shall not constitute a waiver of alternative remedies.

5.8 Tax Treatment and Obligation to File Returns. It is intended that the Liquidating Trust be classified for federal income tax purposes as a "liquidating trust" within the meaning of section 301.7701-4(d) of the Treasury Regulations. The Liquidating Trust shall be considered a "grantor" trust, and the Liquidating Trust Beneficiaries shall be treated as the grantors and deemed owners of the Liquidating Trust. The Liquidating Trustee shall file tax returns for the Liquidating Trust as a grantor trust pursuant to section 1.671-4(a) of the Treasury Regulations. All earnings

of the Liquidating Trust, including earnings or income retained in reserve accounts or as reserves, shall be allocated to the Liquidating Trust Beneficiaries on a semi-annual basis as discussed in the Plan, and each such beneficiary shall be responsible to report and pay the taxes currently due on its proportionate share of the Liquidating Trust's income whether or not amounts are actually distributed by the Liquidating Trustee to the Liquidating Trust Beneficiaries to pay the tax, provided, however, that, subject to the terms of the Plan, under no circumstances shall earnings or income related to the Liquidating Trust (other than earnings or income attributable to Residual Assets) be attributed to any Term Lender Parties. As a grantor trust, the Liquidating Trust shall not have any separate liability for federal income taxes relating to or arising from, the conveyance, preservation or liquidation of Liquidating Trust Assets. However, if it is later determined that a tax liability of the Liquidating Trust arises, the Liquidating Trustee shall be responsible for withholding all taxes required by law, and shall timely file all required federal, state or local tax returns, including information reporting returns, and shall promptly pay all taxes determined to be due. If it is determined that any taxes are owed by the Liquidating Trust, the Liquidating Trustee may pay from the Liquidating Trust Assets any such tax liability arising out of the operations of the Liquidating Trust or ownership of Liquidating Trust Assets, provided, however, that no such taxes shall be paid out of the Residual Assets unless required by applicable law. The Liquidating Trust may establish a reserve sufficient to pay any accrued or potential tax liability arising out of the operations of the Liquidating Trust or ownership of Liquidating Trust Assets, provided, however, that such reserve shall not be established in whole or in part from Residual Assets or proceeds thereof. Notwithstanding anything herein to the contrary, in calculating and making the payments due to Allowed Claims under the Plan, the Liquidating Trustee shall be authorized to deduct from such payments any necessary withholding amount (including, but not limited to, amounts described in Article 3.5), provided, however, that in the case of the Term Lender Parties, the Liquidating Trustee shall contact Goldman and the Bank of New York (as administrative agent and collateral agent to the Second Lien Term Lenders), respectively, and provide a reasonable opportunity for any Term Lender Party, as applicable, to provide any necessary tax forms in order to avoid such withholding amount.

#### 5.9 Tax Treatment of Transfer of Assets to the Liquidating Trust.

For federal income tax purposes, the transfer of Liquidating Trust Assets to the Liquidating Trust will be treated as a deemed transfer to the Liquidating Trust Beneficiaries (to the extent of the value of their respective interests in the applicable Liquidating Trust Assets) for all purposes of the Tax Code (e.g., Sections 61 (a)(12), 483, 1001, 1012, and 1274) followed by a deemed transfer by such beneficiaries to the Liquidating Trust (to the extent of the value of their respective interests in the applicable Liquidating Trust Assets); provided, however, that (i) the transfer of the Liquidating Trust Assets that correspond to the Term Lender Liquidating LLC's beneficial interest in the Liquidating Trust will be treated as a deemed transfer of such assets to

the Term Lenders for all purposes of the Tax Code (e.g., Sections 61(a)(12), 483, 1001, 1012, and 1274), followed by a deemed transfer by the Term Lenders to the Term Lender Liquidating LLC, followed by a deemed transfer by the Term Lender Liquidating LLC to the Liquidating Trust; and (ii) the transfer of the Residual Assets will be treated as a deemed transfer to the Term Lenders for all purposes of the Tax Code (e.g., Sections 61(a)(12), 483, 1001, 1012, and 1274) followed by a deemed transfer by the Term Lenders to the Term Lender Liquidating LLC.

5.10 Valuation of Transferred Assets. The Liquidating Trustee shall value the property transferred to the Liquidating Trust and the Term Lender Liquidating LLC and notify in writing the Liquidating Trust Beneficiaries of such valuations. With respect to the Liquidating Trustee's valuations of Residual Assets, the First Lien Term Agent may, at its discretion and before such valuations are used for any applicable reporting purpose (including for any federal income tax purpose), challenge the Liquidating Trustee's valuations and engage an independent appraiser, at the expense of Goldman on behalf of the First Lien Term Lender Parties and with the approval of the Liquidating Trustee (such approval not to be unreasonably withheld), to perform valuations of any or all of the Residual Assets. Such valuations shall replace the Liquidating Trustee's valuations, and the Liquidating Trustee shall notify in writing the Liquidating Trust Beneficiaries of such valuations. Thereafter, the Liquidating Trustee and the Liquidating Trust Beneficiaries shall be consistent in the use of such valuations for all applicable reporting purposes, including for all federal income tax purposes.

5.11 Relationship to Plan. The principal purpose of the Agreement is to aid in the implementation of the Plan, and therefore, this Agreement incorporates by reference and is subject to the provisions of the Plan in all respects. In the event of a conflict between the terms and provisions of the Agreement and the terms and provisions of the Plan, the terms and provisions of the Plan shall control.

5.12 Intent of Parties to Establish Trust. This Agreement is not intended to create, and shall not be interpreted as creating, a corporation, association, partnership, or joint venture of any kind for purposes of federal income tax or any other purpose.

IN WITNESS WHEREOF, the undersigned have caused this instrument to be executed as of the day and year first above written.

**PLASTECH ENGINEERED PRODUCTS,  
INC. (For itself and on behalf of its Subsidiary Debtors)**

By: \_\_\_\_\_  
James Patrick Carroll, Chief Liquidation  
Officer of Plastech Engineered Products,  
Inc.

**OFFICIAL COMMITTEE OF  
UNSECURED CREDITORS**

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

**LIQUIDATING TRUSTEE**

By: \_\_\_\_\_  
Carroll Services LLC by  
James Patrick Carroll, its Managing  
Member

**EXHIBIT A**

**LIMITED LIABILITY COMPANY AGREEMENT OF  
PLASTECH TERM LENDER LIQUIDATING LLC**

**LIMITED LIABILITY COMPANY AGREEMENT  
OF  
PLASTECH TERM LENDER LIQUIDATING LLC**

This LIMITED LIABILITY COMPANY AGREEMENT (this “Agreement”) is entered into and shall be effective as of [●], 2008 (the “Effective Date”), by and among the Persons who become Members in Plastech Term Lender Liquidating LLC (the “Company”) pursuant to the terms of the Plan (as defined below). Capitalized terms used but not defined herein shall have the meanings ascribed to such terms in the Plan.

**RECITALS**

WHEREAS, on February 1, 2008, Plastech Engineered Products, Inc. (“Plastech”) and its subsidiary debtors (collectively, the “Debtors”) filed petitions for relief under Chapter 11 of the Bankruptcy Code;

WHEREAS, a Third Amended Joint Liquidating Plan of Reorganization of the Debtors dated as of December [●], 2008 (as such Plan may be amended from time to time, the “Plan”), a copy of which is attached as Exhibit A, was filed with the United States Bankruptcy Court for the Eastern District of Michigan (the “Bankruptcy Court”);

WHEREAS, the Plan was confirmed by order of the Bankruptcy Court entered December [●], 2008;

WHEREAS, the Plan provides for certain assets to vest in the Company on the Effective Date, and for the Company to hold, administer, liquidate and distribute those assets for the benefit of the Term Lender Parties in accordance with the Plan;

WHEREAS, the Plan provides that, on the Effective Date, each of the First Lien Term Lenders shall, by operation of the Plan, (i) be admitted as a Class A Member of the Company, (ii) become bound by this Agreement, and (iii) receive a Class A Interest conferring membership in the Company and representing the rights conferred on such holder by the Plan; and

WHEREAS, the Plan provides that, on the Effective Date, each of the Second Lien Term Lenders shall, by operation of the Plan, (i) be admitted as a Class B Member of the Company, (ii) become bound by this Agreement, and (iii) receive a Class B Interest conferring membership in the Company and representing the rights conferred on such holder by the Plan.

NOW, THEREFORE, in order to implement the Plan, and in consideration of the mutual promises of the Members of good and valuable consideration, the receipt and sufficiency of which hereby is acknowledged, it is mutually agreed by and between the Members as follows:

**SECTION 1 DEFINITIONS**

**1.1. Definitions.**

The following terms shall have the following meanings for the purposes of this Agreement:

"Affiliate" means, with respect to any Person (i) any Person directly or indirectly controlling, controlled by or under common control with such Person, (ii) any officer, director, manager or trustee of such Person or (iii) any Person who is an officer, director, member or trustee of any Person described in clauses (i) or (ii) of this sentence. For purposes of this definition, the terms "controlling," "controlled by" or "under common control with" shall mean the possession, direct or indirect, of the power to direct or cause the direction of the management and policies of a Person or entity, whether through the ownership of voting securities, by contract or otherwise, or the power to elect at least fifty percent (50%) of the directors, managers, or persons exercising similar authority with respect to such Person or entities.

"Bankruptcy Code" means the Bankruptcy Reform Act of 1978, as amended and codified in title 11 of the United States Code, 11 U.S.C. §§ 101-1330.

"Capital Account" means, as to any Member, such Member's Capital Contributions, plus the amount of any profits allocated to that Member, and minus the sum of (i) all losses allocated to that Member and (ii) the amount of cash and the fair market value of any other asset distributed to that Member. Each Member's Capital Account shall be determined and maintained in accordance with the Treasury Regulations adopted under Section 704(b) of the Tax Code. Any questions concerning a Member's Capital Account shall be resolved by applying principles consistent with this Agreement and the Treasury Regulations adopted under Section 704 of the Tax Code. The Capital Accounts of the Members may be adjusted by the Manager to reflect a revaluation of the Company's property on the Company's books in the circumstances set forth in section 1.704-1(b)(2)(iv)(f) of the Treasury Regulations. In the event any Interest is transferred in accordance with the provisions of this Agreement, the transferee shall succeed to the Capital Account of the transferor to the extent it relates to the transferred Interest.

"Capital Contributions" means, with respect to any Member, the amount of cash and the fair market value (net of liabilities assumed or taken subject to by the Company) of any other assets deemed contributed by such Member to the Company in accordance with Section 8.4(c) of this Agreement with respect to the Interests in the Company held by such Member.

"Class A Interest" means the Interests in the Company established pursuant to Section 4.1(a) and referred to herein as a "Class A Interest".

"Class A Member" means a Person that holds a Class A Interest and that has been admitted as a Member of the Company.

"Class B Interest" means the Interests in the Company established pursuant to Section 4.1(b) and referred to herein as a "Class B Interest".

"Class B Member" means a Person that holds a Class B Interest and that has been admitted as a Member of the Company.

“Certificate of Cancellation” means the certificate of cancellation filed in accordance with § 18-203 of the LLC Act.

“Certificate of Formation” means the certificate of formation filed with the Secretary of State of the State of Delaware pursuant to the LLC Act to form the Company, as originally executed and amended, modified, supplemented or restated from time to time, as the context requires.

“Debt” means (i) any indebtedness for borrowed money or the deferred purchase price of property as evidenced by a note, bond, or other instrument, (ii) obligations as lessee under capital leases, (iii) obligations secured by any mortgage, pledge, security interest, encumbrance, lien or charge of any kind existing on any asset owned or held by the Company whether or not the Company has assumed or become liable for the obligations secured thereby, (iv) any obligation under any interest rate swap agreement, (v) accounts payable and (vi) obligations under direct or indirect guarantees of (including obligations (contingent or otherwise) to assure a creditor against loss in respect of) indebtedness or obligations of the kinds referred to in clauses (i), (ii), (iii), (iv) and (v), above.

“Dissolution Event” has the meaning set forth in Section 12.1.

“First Lien Agent” means Goldman Sachs Credit Partners L.P., as administrative agent and/or collateral agent under the First Lien Term Loan.

“Interest” means a Class A Interest or a Class B Interest.

“LLC Act” means the Delaware Limited Liability Company Act, Title 6 §§ 18-101, et seq., as it may be amended from time to time (or any corresponding provisions of succeeding law).

“Manager” means the Manager as set forth in Section 5.1 to manage the business and affairs of the Company.

“Member” means any Person who (i) holds a membership Interest in the Company, (ii) has become a Member pursuant to the terms of this Agreement and the Plan, and (iii) has not ceased to be a Member pursuant to the terms of this Agreement.

“Permitted Transfer” has the meaning set forth in Section 11.1.

“Person” means any individual, company (whether general or limited), limited liability company, corporation, trust, estate, association, nominee, governmental unit or other entity.

“Second Lien Agent” means Bank of New York, as administrative agent and collateral agent under the Second Lien Term Loan.

“Tax Code” means the United States Internal Revenue Code of 1986, as amended from time to time.



“Transfer” means, as a noun, any voluntary or involuntary transfer, sale, pledge or hypothecation or other disposition and, as a verb, voluntarily or involuntarily to transfer, sell, pledge or hypothecate or otherwise dispose of.

“Treasury Regulations” means the Income Tax Regulations, including Temporary Regulations, promulgated under the Tax Code, as such regulations are amended from time to time.

## 1.2. Terms Generally.

The definitions shall apply equally to both the singular and the plural forms of the terms defined. Whenever the context may require, any pronoun shall include the corresponding masculine, feminine and neuter forms. The words “include,” “includes” and “including” shall be deemed to be followed by the phrase “without limitation.”

# SECTION 2 THE COMPANY

## 2.1 Formation.

The Members hereby agree to form Plastech Term Lender Liquidating LLC (the “Company”) as a limited liability company under and pursuant to the provisions of the LLC Act and upon the terms and conditions set forth in this Agreement. The Members shall be admitted as members of the Company by operation of the Plan, as described in Section [●] of the Plan. The Company shall act as the Term Lender Liquidating LLC specified in the Plan. Simultaneously with the execution of this Agreement [(by the Manager on behalf of the Members)] and the formation of the Company, each Member shall be admitted as a member of the Company. The rights and liabilities of the Members shall be as provided under the LLC Act, the Certificate of Formation and this Agreement.

## 2.2 Name.

The name of the Company shall be Plastech Term Lender Liquidating LLC and all business of the Company shall be conducted in such name.

## 2.3 Purposes; Powers.

The Company is created to implement the terms of the Plan that are not fully performed on the Effective Date. To that end, the Company shall be empowered to (i) hold, administer, liquidate and distribute the assets Transferred to the Company pursuant to the Plan for the benefit of the Term Lender Parties and (ii) engage in any and all activities related or incidental to the purposes set forth in clause (i) and (iii) have and exercise all powers now or hereafter conferred by the laws of the State of Delaware on limited liability companies formed pursuant to the LLC Act.

## 2.4 Principal Place of Business; Registered Office.

The principal place of business of the Company shall be at [●]. The Manager may change the principal place of business of the Company to any other place within or without the State of Delaware upon ten (10) business days prior written notice to the Members. The registered office of the Company in the State of Delaware initially is located at [●].

## 2.5 Term.

The term of the Company commenced on [●] with the filing of the Certificate of Formation and shall continue until the winding up and liquidation of the Company as provided in Section 12 hereof.

## 2.6 Filings; Agent for Service of Process.

(a) The Manager shall take any and all actions reasonably necessary to perfect and maintain the status of the Company as a limited liability company under the laws of the State of Delaware, including the preparation, execution and filing of such amendments to the Certificate of Formation and such other assumed name certificates, documents, instruments and publications as may be required by law, including, without limitation, action to reflect: (i) a change in the Company name; (ii) a correction of false or erroneous statements in the Certificate of Formation or the desire of the Members to make a change in any statement therein in order that it shall accurately represent the agreement among the Members; or (iii) a change in the time for dissolution of the Company as stated in the Certificate of Formation and in this Agreement.

(b) The registered agent for service of process on the Company in the State of Delaware shall be [●], or any successor appointed by the Manager in accordance with the LLC Act.

(c) Upon the dissolution and completion of the winding up and liquidation of the Company in accordance with Section 12 hereof, the Manager shall promptly execute and cause to be filed a Certificate of Cancellation in accordance with the LLC Act and the laws of any other jurisdictions in which the Manager deems such filing necessary or advisable.

## 2.7 Title to Property.

All property owned by the Company shall be owned by the Company as an entity and no Member shall have any ownership interest in such property in his individual name, and each Member's interest in the Company shall be personal property for all purposes. At all times after the date hereof, the Company shall hold title to all of its property in the name of the Company and not in the name of any Member, free and clear of any liens, claims or other interests of any third parties, except to the extent that the First Lien Agent retains its lien in the Residual Assets for the benefit of the First Lien Term Lender Parties.

## 2.8 Payments of Individual Obligations.

The Company's credit and assets shall be used solely for the benefit of the Company, and no asset of the Company shall be transferred or encumbered for, or in payment of, any individual obligation of any Member.

# SECTION 3

## COMPANY ASSETS

### 3.1 Company Assets.

- (a) On behalf of the Members, the Debtors hereby transfer and assign to the Company, pursuant to the terms of this Agreement and the Plan, all Residual Assets that are neither abandoned nor distributed under the Plan itself on the Effective Date.
- (b) The Company shall be deemed not to be the same legal entity as the Debtors, but only the intended, designated sole assignee of the Residual Assets, subject to the lien of the First Lien Agent in the Residual Assets for the benefit of the First Lien Term Lenders.
- (c) The Company shall hold beneficial interests in the Liquidating Trust as the Liquidating Trust Beneficiary for the Term Lender Parties.

#### SECTION 4 MEMBERSHIP INTERESTS

##### 4.1 Membership Interests.

- (a) On the Effective Date, each First Lien Term Lender set forth on the register provided to the Manager by the First Lien Agent shall, by operation of the Plan, (i) be admitted to the Company as a member of the Company, (ii) become bound by this Agreement, and (iii) receive an uncertificated Class A Interest in the Company.
- (b) On the Effective Date, each Second Lien Term Lender set forth on the register provided to the Manager by the Second Lien Agent shall, by operation of the Plan, (i) be admitted to the Company as a member of the Company, (ii) become bound by this Agreement, and (iii) receive an uncertificated Class B Interest in the Company.
- (c) No other entity, including without limitation the Debtors or Debtors in Possession, shall have any interest, legal, beneficial, or otherwise, in the Company or its assets upon their assignment and transfer to the Company, except for the lien in favor of the First Lien Agent in the Residual Assets.

##### 4.2 Registry.

The Manager or its agents shall maintain a registry of the membership interests in the Company.

##### 4.3 Capital Accounts.

An individual Capital Account shall be maintained for each Member. No Member shall be paid interest on its Capital Account and except as otherwise provided in this Agreement, no member shall have the right to withdraw or receive any portion of the Member's Capital Contribution. No Member shall be personally liable for the return or repayment of the Capital Contributions of the Members, or any portion thereof, it being expressly understood that any such return of contributions shall be made solely from the Company's assets. Under circumstances requiring a return of any Capital Contribution, no Member shall have the right to receive property other than cash.

#### SECTION 5 MANAGEMENT

##### 5.1 Manager.

(a) The management of the Company shall be vested in the Manager, subject to the consent and/or approval rights of the First Lien Agent and Steering Committee as provided for in the Plan. The Manager shall be the Liquidating Trustee jointly selected by the Debtors and the Committee pursuant to Article V.F.5(a) of the Plan and appointed pursuant to the Confirmation Order, or any successor liquidating trustee appointed in accordance with the Liquidating Trust Agreement and the Plan.

(b) The Manager shall perform all duties as a Manager in good faith, in a manner the Manager reasonably believes to be in the best interests of the Company, and with such care as an ordinarily prudent person in a like position would use under similar circumstances. A person who so performs such duties shall not have any liability by reason of being or having been a Manager of the Company.

(c) Subject to clause (b) of Section 5.2 hereof, the Manager shall have the power to delegate authority to such committees, officers, consultants, professionals, employees, agents and representatives of the Company as it may from time to time deem appropriate.

(d) The Manager shall not be liable under a judgment, decree or order of court, or in any other manner, for any Debt, obligation or liability of the Company, and neither the Members nor the Manager shall be obligated personally for any such Debt, obligation or liability of the Company solely by reason of being a Member of, or acting as a Manager of, the Company.

(e) No Member shall have any authority or right to act for or bind the Company or to participate in or have any control over the business of the Company, except for the express rights of the Members to consent to or approve certain actions and decisions as expressly set forth in this Agreement.

## 5.2 Powers of the Manager.

Except as otherwise provided in this Agreement, the Plan, or the Liquidating Trust Agreement, all powers to control and manage the business and affairs of the Company shall be exclusively vested in the Manager, subject to the lien of the First Lien Agent in the Residual Assets and the consent and/or approval rights of the First Lien Agent and Steering Committee as provided for in the Plan. Subject to the lien of the First Lien Agent in the Residual Assets and the consent and approval rights described herein, the Manager may exercise all powers of the Company and do all such lawful acts that are not by law, the Certificate of Formation or this Agreement directed or required to be exercised or done by the Members and in so doing shall have the right and authority to take all actions which the Manager deems necessary, useful or appropriate for the management and conduct of the business and affairs of the Company, including, but not limited to, exercising the rights and powers to:

(a) dispose of the Residual Assets in accordance with the Plan;

(b) prior to the disposition of any Residual Assets, maintain such Residual Assets in accordance with the Plan, including seeking funding from the First Lien Agent in accordance with the budget attached as Exhibit B hereto; and

(c) make interim and final distributions to the Members in accordance with the Plan and this Agreement.

### 5.3 Duties and Obligations of the Manager.

(a) The Manager shall cause the Company to conduct its business and operations separate and apart from that of any Member or Manager or their Affiliates, including, without limitation, (i) segregating Company assets and not allowing funds or other assets of the Company to be commingled with the funds or other assets of, held by, or registered in the name of, any Member or Manager or their Affiliates, (ii) maintaining books and financial records of the Company separate from the books and financial records of any Member or Manager or their Affiliates, and observing all Company procedures and formalities, including, without limitation, maintaining minutes of Company meetings, (iii) causing the Company to pay its liabilities from assets of the Company, and (iv) causing the Company to conduct its dealings with third parties in its own name and as a separate and independent entity.

(b) The Manager shall take all actions which may be necessary or appropriate (i) for the continuation of the Company's valid existence as a limited liability company under the laws of the State of Delaware and of each other jurisdiction in which such existence is necessary to protect the limited liability of the Members or to enable the Company to conduct the business in which it is engaged and (ii) for the accomplishment of the Company's purposes in accordance with the provisions of this Agreement, the Plan and applicable laws and regulations.

(c) The Manager shall be under a fiduciary duty to conduct the affairs of the Company in the best interests of the Company and of the Members, including the safekeeping and use of all of Company funds and assets and the use thereof for the exclusive benefit of the Company.

### 5.4 Exculpation and Indemnification of the Manager.

(a) Unless otherwise provided in Section 5.4(c), the Manager and any of its present or former members, officers, directors, employees, advisors, attorneys, representatives, financial advisors, investment bankers or agents in their capacities as such and any of such parties' successors and assigns (all such parties collectively, the "Affiliated Parties"), shall not have or incur, and are hereby released from, any claim, obligation, cause of action, or liability, to one another or to any Member, or any other party in interest, or any of their respective successors and assigns, for any act or omission in connection with, relating to or arising out of any act to be performed or omitted to be performed by the Manager or any of its Affiliated Parties in connection with the business and affairs of the Company, and the Company, its receiver, or its trustee shall indemnify, save harmless, and pay all judgments and claims against the Manager or any of its Affiliated Parties relating to any liability or damage incurred by reason of any act performed or omitted to be performed by the Manager or any of its Affiliated Parties in connection with the business and affairs of the Company, including reasonable attorneys' fees incurred by the Manager or any of its Affiliated Parties in connection with the defense of any action based on any such act or omission, which attorneys' fees may be paid as incurred, provided, however, that

no party indemnified hereunder shall have any recourse to the Residual Assets or any proceeds thereof.

(b) Unless otherwise provided in Section 5.4(c), in the event of any action by a Member against the Manager or any of its Affiliated Parties, including a Company derivative suit, the Company shall indemnify, save harmless, and pay all expenses of such Manager or Affiliated Party, including reasonable attorneys' fees incurred in the defense of such action, provided, however, that the Manager shall have no recourse to the Residual Assets or any proceeds thereof.

(c) Notwithstanding the provisions of Sections 5.4(a) - (b) above, such Sections shall be enforced only to the maximum extent permitted by law and the Manager or any of its Affiliated Parties shall not be exculpated or indemnified from any liability for the fraud, intentional misconduct, or knowing violation of the law which was material to the cause of action.

(d) The obligations of the Company set forth in this Section 5.4 are expressly intended to create third party beneficiary rights of the Manager and its Affiliated Parties.

#### 5.5 Exculpation and Indemnification of the First Lien Agent.

All actions taken by the First Lien Agent in connection with any or all of (i) this Agreement or the transactions contemplated thereby, (ii) the sale or other disposition of any Residual Assets or other assets (or proceeds thereof) of the Company or any distributions of any of the foregoing to the First Lien Term Lender Parties shall be deemed to have been taken by the First Lien Agent in its capacity as administrative agent and/or collateral agent under the credit agreement relating to the First Lien Term Loan (the "First Lien Term Loan Agreement"), and accordingly, in taking such actions, the First Lien Agent shall be entitled to the indemnities, exculpations, protections and other benefits under the First Lien Term Loan Agreement and the other Loan Documents (as defined in the First Lien Term Loan Agreement). Notwithstanding anything to the contrary in this Agreement or any other agreement, instrument or document executed in connection herewith, the First Lien Agent, as collateral agent or administrative agent under the First Lien Term Loan Agreement or in any other capacity (i) is not making any representations or warranties to the Company, the Manager or the Members in connection with this Agreement or any other agreement, instrument or document executed in connection herewith, or the transactions contemplated herein or therein, (ii) shall not be liable to any person or entity for any breach by any or all of the Company, the Manager or the Members or its or their Affiliates of any of their respective representations, warranties, covenants or other agreements in connection with this Agreement or any other agreement, instrument or document executed in connection herewith or any of the transactions contemplated herein or therein and (iii) shall not have any liabilities under or in respect of any of this Agreement or any other agreement, instrument or document executed in connection herewith or any of the transactions contemplated herein or therein. Notwithstanding anything to the contrary herein or in any other agreement, instrument or document executed in connection herewith, each of Goldman Sachs Credit Partners, L.P., as collateral agent under the First Lien Term Loan Agreement or in any other capacity, the First Lien Term Lenders and the Second Lien Term Lenders (i) expressly reserves all of their respective rights, remedies, privileges, options, benefits and protections under the First Lien Term Loan Agreement and the other Loan Documents (as defined in the First lien

Term Loan Agreement) and the Second Lien Term Loan Agreement and the Loan Documents (as defined in the Second Lien Term Loan Agreement).

## SECTION 6 DISTRIBUTIONS

### 6.1 Allocation of Distributions.

- (a) Except as otherwise provided in this Section 6.1, the Manager shall make interim and final distributions to the Members as provided in Article [●] of the Plan.
- (b) If the Company shall in its capacity as a Liquidating Trust Beneficiary receive proceeds from the Liquidating Trust, the Manager shall cause the Company to promptly make distributions of such proceeds to the Members in the following order of priority:
  - (i) First, such proceeds shall be distributed to the holders of Class A Interests on a *pro rata* basis determined by reference to the number of Class A Interests held by such Member until an aggregate of \$80,000,000 of such proceeds have been distributed pursuant to this subclause (i) (whether pursuant to a single distribution or multiple distributions); and
  - (ii) Second, after an aggregate of \$80,000,000 of such proceeds have been distributed pursuant to subclause (i), any such further proceeds shall be distributed to the holders of Class B Interests on a *pro rata* basis determined by reference to the number of Class B Interests held by such Member.
- (c) To the extent applicable, the Manager shall comply with all tax withholding and reporting requirements imposed on it by any governmental unit, and all payments and distributions pursuant to the Plan and this Agreement shall be subject to such withholding and reporting requirements. The Manager shall be authorized to take any actions that it determines to be necessary, appropriate or desirable to comply with such withholding or reporting requirements. Notwithstanding any other provision of the Plan or this Agreement, each Member shall have sole and exclusive responsibility for the satisfaction and payment of any tax obligations imposed on it by any governmental unit on account of any distribution received by such Member, or on account of the allocation to such Member of any items of Company income or gain. All amounts withheld by the Company with respect to amounts distributable or allocable to any Member pursuant to this Agreement shall reduce amounts otherwise distributable under this Agreement to the Member with respect to which the withholding is required to be made. The Manager shall contact the First Lien Agent, the Second Lien Agent and the Term Lenders, as applicable, and provide a reasonable opportunity for any Term Lender Party to provide any necessary tax forms in order to avoid any withholding amounts.
- (d) The Manager may require any Member to furnish to the Manager its employer or taxpayer identification number as assigned by the Internal Revenue Service and the Manager may condition any distribution to any of the Members upon receipt of such identification number.

### 6.2 Distributions of Proceeds of Residual Assets.

In accordance with the Plan, all proceeds of the Residual Assets, net of the direct out-of-pocket costs third-party costs and expenses incurred in connection with preserving, maintaining and selling such Residual Assets, shall be distributed to the First Lien Agent for the benefit of the First Lien Term Lender Parties.

### 6.3 Limitations on Distributions.

The Company shall make no distributions to the Members except as provided in this Agreement, the Plan or further order of the Bankruptcy Court.

## SECTION 7 ROLE OF MEMBERS

### 7.1 No Member Voting Rights.

Except as set forth in Section 9 hereof, no Member shall have the right to vote. All decision-making authority with respect to the Company shall be vested in the Manager, subject to the lien of the First Lien Agent in the Residual Assets and the consent and/or approval rights of the First Lien Agent and Steering Committee as provided for in the Plan.

### 7.2 Member Liability.

No Member shall be liable under a judgment, decree or order of a court, or in any other manner for the Debts or any other obligations or liabilities of the Company.

### 7.3 Transactions Between a Member and the Company.

Except as otherwise provided by applicable law, any Member may, but shall not be obligated to, lend money to the Company, act as surety for the Company and transact other business with the Company and has the same rights and obligations when transacting business with the Company as a person or entity who is not a Member. A Member, any Affiliate thereof or an employee, stockholder, agent, director or officer of a Member or any Affiliate thereof, may also be an employee or be retained as an agent of the Company. The existence of these relationships and acting in such capacities will not result in the Member being deemed to be participating in the control of the business of the Company or otherwise affect the limited liability of the Member.

### 7.4 Other Instruments.

Each Member hereby agrees to execute and deliver to the Company within fifteen (15) business days after receipt of a written request therefor, such other and further documents and instruments, statements of interest and holdings, designations, powers of attorney and other instruments and to take such other action as the Manager deems necessary, useful or appropriate to comply with any laws, rules or regulations as may be necessary to enable the Company to fulfill its responsibilities under this Agreement.

## SECTION 8 ACCOUNTING, BOOKS AND RECORDS



### 8.1 Accounting, Books and Records.

(a) The Company shall keep on site at its principal place of business separate books of account for the Company, which shall show a true and accurate record of all costs and expenses incurred, all charges made, all credits made and received, and all income derived in connection with the conduct of the Company and the operation of the business in accordance with this Agreement.

(b) The Manager shall select a method of accounting for preparation of the Company's financial reports and for tax purposes and shall keep its tax preparation books and records accordingly.

### 8.2 Reports of Distributions from the Company.

Every 90 days after the Effective Date, the Manager shall provide to each Member a summary report detailing the calculation of cash for the immediately preceding 90-day period (including a detailed summary of costs incurred pursuant to Section [●] of the Plan and this Agreement, any receipts of the Company, and a summary of disbursements from, or increases in the amount of, any reserve). The report shall also provide a summary of the duties and operations performed by the Manager during such preceding 90-day period.

### 8.3 Reports of the Liquidating Trust.

The Manager shall send to all of the Members and the First Lien Agent copies of reports delivered to Liquidating Trust Beneficiaries under the Liquidating Trust Agreement, in each no later than five (5) business days after the Manager receives such report or reports. To the extent not included therein, the Manager shall forward with all such reports updates regarding the initiation, prosecution, progress, resolution or other conclusion of any and all actions or negotiations with respect to Preserved Claims.

### 8.4 Tax Treatment and Reporting.

(a) The Company shall be treated as a partnership for federal tax purposes and, to the extent permitted under applicable law, for state and local income tax purposes. Neither the Company nor the Manager shall cause the Company to (i) elect out of partnership treatment pursuant to section 761(a) of the Tax Code or (ii) convert to trust form without prior written consent of the Liquidating Trustee (such consent not to be unreasonably withheld). The Manager shall be responsible for filing information returns on behalf of the Company, and distributing information statements to the holders of the membership interests in the Company setting forth each member's allocable share of the income, gain, loss, deduction or credit of the Company. Necessary tax information shall be delivered to each Member as soon as practicable but not later than 90 days after the end of each fiscal year of the Company.

(b) For federal income tax purposes, items of income, gain, loss, and deduction of the Company will be allocated among the Members in a manner, to be determined by the Manager, that is equitable to the Members and that is in accordance with each Member's "interest in the partnership" within the meaning of section 1.704-1(b)(3) of the Treasury Regulations, taking into

account the Members' respective Capital Contributions and their respective interests in the interim and final distributions to be made by the Company.

(c) For federal income tax purposes, and consistent with Section 5.9 of the Liquidating Trust Agreement, each of the Members and the Company agree that:

(i) the transfer to the Liquidating Trust of the portion of the Liquidating Trust Assets that corresponds to the Company's beneficial interest in the Liquidating Trust shall be treated as a deemed transfer of such assets to the Term Lenders for all purposes of the Tax Code (e.g., Sections 61(a)(12), 483, 1001, 1012, and 1274), followed by a deemed transfer by the Term Lenders of such assets to the Company, followed by a deemed transfer of those assets by the Company to the Liquidating Trust;

(ii) the transfer of the Residual Assets to the Company shall be treated as a deemed transfer of the Residual Assets to the First Lien Term Lenders for all purposes of the Tax Code (e.g., Sections 61(a)(12), 483, 1001, 1012, and 1274) followed by a deemed transfer by the First Lien Term Lenders to the Company; and

(iii) the assets referred to in Section 8.4(c)(i) and (ii) shall be valued for all applicable reporting purposes, including for all federal income tax purposes, as provided in Section 5.10 of the Liquidating Trust Agreement, which is incorporated herein by reference.

(d) The Manager shall cause the Company to make an election under Section 754 of the Tax Code if so requested by the Steering Committee. The Managers shall cause the Company to designate as its "tax matters partner" within the meaning of Section 6231(a)(7) of the Tax Code such Member of the Company as may be specified by the Steering Committee.

(e) The Manager shall file (or cause to be filed) any other statements, returns or disclosures relating to the Company that are required by any governmental unit or applicable law.

(f) The Manager is hereby authorized to request an expedited determination under section 505(b) of the Bankruptcy Code for all tax returns filed for or on behalf of the Debtors or the Company for all taxable periods through the termination of the Company.

(g) Pursuant to section 1146(c) of the Bankruptcy Code, the issuance, Transfer, or exchange of notes or equity securities under the Plan or the making or delivery of any deed or other instrument or Transfer under, in furtherance of, or in connection with the Plan, including without express or implied limitation, any Transfers to or by the Company shall not be subject to any Transfer, sales or other similar tax.

## SECTION 9 AMENDMENTS

### 9.1 Amendments.

(a) Amendments to this Agreement may be proposed by the Manager. Except as provided in Section 9.1(b), a proposed amendment shall be adopted and be effective as an amendment hereto if it receives approval of (i) the Manager, (ii) Members holding a majority of the Class A

Interests then outstanding and (iv) Members holding a majority of the Class B Interests then outstanding; provided, however that any amendment affecting the lien of the First Lien Agent on the Residual Assets or any other rights or interests of the First Lien Agent hereunder shall also require the consent of the First Lien Agent.

(b) The Manager may amend this Agreement without the consent or approval of the Members:

(i) To preserve the legal status of the Company as a limited liability company under the LLC Act or applicable state or federal laws, if such amendment does not materially adversely affect the interests of the Members; and

(ii) To satisfy the requirements of the Tax Code and the Treasury Regulations with respect to limited liability companies and of any federal or state securities laws or regulations if such amendment does not materially adversely affect the interests of the Members.

#### 9.2 Limitation on Amendments.

Notwithstanding any other provision of this Agreement, this Agreement shall not be amended without the consent of each Member adversely affected if such amendment would modify the limited liability of a Member, or modify the manner of determining and allocating profits and losses and making distributions.

### SECTION 10 ADDITIONAL MEMBERS

Except as provided in Section 11, no additional Members may be admitted to the Company.

### SECTION 11 TRANSFERS

#### 11.1 Restrictions on Transfers.

Any Member that desires to Transfer any or all of its Interests in the Company shall provide the Manager with prior written notice of all pertinent facts and, if applicable, documents relating to such proposed Transfer not less than ten (10) days prior to the date of such proposed Transfer. Upon receipt of such notice by the Manager in accordance with this Section 11.1, the Manager shall promptly reflect the Transfer of such Interests in the records of the Company and the transferee of such Interest shall be admitted as a Member of the Company; provided, however, a proposed Transfer will not be permitted if the Manager determines that such Transfer would result in (i) the Company no longer being eligible for the private placement safe harbor from publicly traded partnership status as set forth in section 1.7704-1(h) of the Treasury Regulations or (ii) the Company being subject to the reporting or registration requirements of the Securities Exchange Act of 1934, as amended, or the Investment Company Act of 1940, as amended and, provided, further, that transferor and transferee in any Transfer proposed prior to February 28, 2009 must submit evidence of a transfer of a proportional amount of First Lien Term Loans from the purported transferor to the purported transferee before any such Transfer shall become

effective. Any Transfer that is not prohibited and is approved by the Manager shall be a "Permitted Transfer."

#### 11.2 Prohibited Transfers.

(a) Any purported Transfer of Interests that is not a Permitted Transfer shall be null and void and of no force or effect whatever.

(b) In the case of a Transfer or attempted Transfer of Interests that is not a Permitted Transfer, the parties engaging or attempting to engage in such Transfer shall be liable to indemnify and hold harmless the Company and the other Members from all cost, liability, and damage that the Company and any of such indemnified Members may incur (including, without limitation, incremental tax liabilities, lawyers' fees and expenses) as a result of such Transfer or attempted Transfer and efforts to enforce the indemnity granted hereby.

### SECTION 12 DISSOLUTION AND WINDING UP

#### 12.1 Dissolution Events.

The Company shall be dissolved and its affairs wound up and the Manager shall make the Final Distribution when, (i) in the reasonable judgment of the Manager, all assets of the Company have been liquidated and there are no potential sources of additional proceeds for distribution; and (ii) the Liquidating Trust has been terminated in accordance with its terms (each a "Dissolution Event"). The date on which the Final Distribution is made is referred to as the "Termination Date."

#### 12.2 Winding Up.

Upon the occurrence of (i) a Dissolution Event or (ii) the determination by a court of competent jurisdiction that the Company has dissolved prior to the occurrence of a Dissolution Event, the Company shall continue solely for the purposes of winding up its affairs in an orderly manner. After making any final distribution to the Members, the Manager shall proceed as promptly as possible to wind up the affairs of the Company and file the Certificate of Cancellation in accordance with the LLC Act. Upon its dissolution, the Company will file its final tax returns, and arrange for storage of its records for a period of not less than three years from the filing of its final tax returns.

### SECTION 13 POWER OF ATTORNEY

#### 13.1 Manager as Attorney-In-Fact.

Each Member, by accepting a membership Interest in the Company, hereby makes, constitutes, and appoints the Manager (and in the event of more than one Manager, each Manager, severally) with full power of substitution and resubstitution, his true and lawful attorney-in-fact for him and in his name, place, and stead and for his use and benefit, to sign, execute, certify, acknowledge, swear to, file, publish and record (i) all articles of organization of formation or other certificates

and instruments (including counterparts of this Agreement) which the Manager may deem necessary to be filed by the Company under the laws of the State of Delaware or any other jurisdiction in which the Company is doing or intends to do business; (ii) any and all amendments, restatements or changes to this Agreement and the instruments described in clause (i), as now or hereafter amended, which the Manager may deem necessary to effect a change or modification of the Company in accordance with the terms of this Agreement, including, without limitation, amendments, restatements or changes to reflect (A) any amendments adopted by the Members in accordance with the terms of this Agreement, (B) the admission of any substituted Member and (C) the disposition by any Member of his interest in the Company; (iii) all articles of dissolution of cancellation and other instruments which the Manager deems necessary or appropriate to effect the dissolution and termination of the Company pursuant to the terms of this Agreement and (iv) any other instrument which is now or may hereafter be required by law to be filed on behalf of the Company or is deemed necessary by the Manager to carry out fully the provisions of this Agreement in accordance with its terms. Each Member authorizes each such attorney-in-fact to take any further action which such attorney-in-fact shall consider necessary in connection with any of the foregoing, hereby giving each such attorney-in-fact full power and authority to do and perform each and every act or thing whatsoever requisite to be done in connection with the foregoing as fully as such Member might or could do personally, and hereby ratifies and confirms all that any such attorney-in-fact shall lawfully do, or cause to be done, by virtue thereof or hereof.

### 13.2 Nature of Special Power.

The power of attorney granted to the Manager pursuant to this Section 13:

- (a) Is a special power of attorney coupled with an interest and is irrevocable; and
- (b) Shall survive and not be affected by the subsequent bankruptcy, insolvency, dissolution, or cessation of existence of a Member and shall survive the delivery of an assignment by a Member of the whole or a portion of his interest in the Company (except that where the assignment is of such Member's entire interest in the Company and the assignee, with the consent of the Manager, is admitted as a substituted Member, the power of attorney shall survive the delivery of such assignment for the sole purpose of enabling any such attorney in-fact to effect such substitution) and shall extend to such Member's, or assignee's, successors and assigns.

## SECTION 14 MISCELLANEOUS

### 14.1 Notices.

All notices or other communications required or permitted to be given pursuant to this Agreement shall be in writing and shall be considered as properly given or made if mailed by first class mail, postage prepaid, to the Manager on behalf of the Company, and to the address of each Member as reflected on the books and records of the Company. Any such notice shall be deemed received by the Manager or Member five (5) days after the notice is postmarked. Any Member may change his address by giving notice, in writing, stating his new address to the

Company, and the Manager may change his address by giving such notice to all Members and the Company.

#### 14.3 Binding Effect.

Except as otherwise provided in this Agreement, every covenant, term, and provision of this Agreement shall be binding upon and inure to the benefit of the Members and the First Lien Agent and their respective successors, transferees, and assigns.

#### 14.4 Construction.

Every covenant, term, and provision of this Agreement shall be construed according to its fair meaning and not strictly for or against any Member. To the extent the provisions of this Agreement conflict with the terms and conditions of the Plan, the provisions of the Plan shall govern.

#### 14.5 Headings.

Section and other headings contained in this Agreement are for reference purposes only and are not intended to describe, interpret, define, or limit the scope, extent, or intent of this Agreement or any provision hereof.

#### 14.6 Severability.

Except as otherwise provided in the succeeding sentence, every provision of this Agreement is intended to be severable, and, if any term or provision of this Agreement is illegal or invalid for any reason whatsoever, such illegality or invalidity shall not affect the validity or legality of the remainder of this Agreement. The preceding sentence of this Section 14.6 shall be of no force or effect if the consequence of enforcing the remainder of this Agreement without such illegal or invalid term or provision would be to cause any Member to lose the material benefit of its economic bargain.

#### 14.7 Incorporation by Reference.

Every exhibit, schedule, and other appendix attached to this Agreement and referred to herein is incorporated in this Agreement by reference unless this Agreement expressly otherwise provides.

#### 14.8 Governing Law.

The substantive and procedural laws of the State of Delaware shall govern the validity of this Agreement, the construction of its terms, and the interpretation of the rights and duties arising hereunder, without reference to any conflict or choice of law rules or principles thereof.

#### 14.9 Counterpart Execution.

This Agreement may be executed in any number of counterparts with the same effect as if all of the Members had signed the same document. All counterparts shall be construed together and shall constitute one agreement.

[The remainder of this page is intentionally left blank.]

IN WITNESS WHEREOF, the parties have executed and entered into this Limited Liability Company Agreement of the Company as of the day first above set forth.

[INSERT SIGNATURE BLOCKS]



EXHIBIT A

THE PLAN

See attached.

**EXHIBIT B**

**BUDGET**

See attached.

**EXHIBIT B**  
**LIQUIDATING TRUST AGREEMENT**  
**BLACKLINE OF REVISIONS**

**PLASTECH ENGINEERED PRODUCTS, INC.,et al., LIQUIDATING TRUST  
AGREEMENT  
AND DECLARATION OF TRUST**

**AMONG**

**PLASTECH ENGINEERED PRODUCTS, INC.,  
THE OFFICIAL COMMITTEE OF UNSECURED CREDITORS OF  
PLASTECH ENGINEERED PRODUCTS, INC.,et al.**

**AND**

**CARROLL SERVICES LLC, WITH JAMES PATRICK CARROLL AS  
MANAGING MEMBER, LIQUIDATING TRUSTEE**

**DATED AS OF \_\_\_\_\_, 2008**

1 DeltaView comparison of pcdocs://wilsr01a/555161/3 and  
pcdocs://wilsr01a/555161/7. Performed on 12/2/2008.

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PLASTECH ENGINEERED PRODUCTS, INC. LIQUIDATING TRUST  
AGREEMENT AND DECLARATION OF TRUST

This Liquidating Trust Agreement and Declaration of Trust (this "Agreement") is made and entered into as of the \_\_\_\_ day of \_\_\_\_\_, 2008 (the "Effective Date"), by and between Plastech Engineered Products, Inc. ("Plastech") and its subsidiaries that are debtors and debtors-in-possession in the Chapter 11 Cases and Carroll Services LLC, with James Patrick Carroll as managing member (the "Liquidating Trustee"). Capitalized terms used herein and not otherwise defined shall have the meanings ascribed to them in the Second Amended Joint Plan of Liquidation Proposed by Plastech Engineered Products, Inc., Its Subsidiary Debtors and the Official Committee of Unsecured Creditors (Docket No. 3421) filed on October 22, 2008, and as the same may from time to time be amended (the "Plan").

WHEREAS, on February 1, 2008, the Debtors filed voluntary petitions for relief under chapter 11 of the United States Bankruptcy 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");

WHEREAS, on October 22, 2008, the Debtors filed the Second Amended Disclosure Statement With Respect to Second Amended Joint Plan of Liquidation Proposed by Plastech Engineered Products, Inc., Its Subsidiary Debtors and the Official Committee of Unsecured Creditors (the "Disclosure Statement");

WHEREAS, on 1, 2008, the Debtors filed the Third Amended Joint Plan of Liquidation Proposed by Plastech Engineered Products, Inc., Its Subsidiary Debtors and the Official Committee of Unsecured Creditors (together with the Confirmation Order (as defined below), the "Plan");

WHEREAS, on \_\_\_\_\_, 2008 the Bankruptcy Court entered its Findings of Fact, Conclusions of Law, and Order Confirming the ~~Second~~ Third Amended Joint Plan of Liquidation Proposed by Plastech Engineered Products, Inc., Its Subsidiary Debtors and the Official Committee of Unsecured Creditors (the "Confirmation Order");

WHEREAS, the Plan, among other things, provides for the creation of the Liquidating Trust, the vesting and/or transfer of the Liquidating Trust Assets to the Liquidating Trust, the appointment of the Liquidating Trustee to administer the Liquidating Trust Assets, to, among other things, pursue and settle any Claims, Causes of Action, Avoidance Actions in accordance with and subject to the provisions of the Plan and this Agreement, to liquidate Liquidating Trust Assets, and to distribute the proceeds from such liquidation to beneficiaries of the Liquidating Trust (each a "Liquidating Trust Beneficiary," and collectively, "Liquidating Trust Beneficiaries").

NOW, THEREFORE, in order to comply with the terms and conditions of the Plan, the parties hereto agree as follows:

## **ARTICLE I** **DEFINITIONS**

1.1 Rules of Interpretation. All capitalized terms used and not otherwise defined herein shall have the respective meanings assigned thereto in the Plan, or, if not defined in the Plan and defined in the Bankruptcy Code, the meanings assigned thereto in the Bankruptcy Code unless, in either case, the context clearly requires otherwise. All references to the Plan contained herein mean the Plan as it may have been modified pursuant to the Confirmation Order.

1.2 Certain Definitions. For all purposes of this Agreement, except as otherwise expressly provided or unless the context otherwise requires, the terms defined in this Section shall have the meaning assigned to them in this Section, and shall include the plural as well as the singular, and the masculine as well as the feminine.

"*Agreement*" means this Liquidating Trust Agreement and Declaration of Trust dated as of \_\_\_\_\_, 2008.

"*Liquidating Trust*" means the Liquidating Trust created pursuant to this Agreement and established on the Effective Date pursuant to Section V.F. of the Plan.

"*Liquidating Trust Assets*" means those assets transferred to and owned by or preserved for the Liquidating Trust pursuant to the Plan.

"*Liquidating Trust Beneficiary*" means (i) the holder of an Allowed Claim that receives a beneficial interest in the Liquidating Trust in accordance with the Plan and (ii) in the case of the Term Lenders, the Term Lender Liquidating LLC.

"*Liquidating Trustee*" means the trustee of the Liquidating Trust in accordance with the Plan and this Agreement.

"*Prudent Investments*" means investments in demand and time deposits, such as short-term certificates of deposit, in banks or other savings institutions, or other temporary, liquid investments such as Treasury bills and investments other than those described in Bankruptcy Code section 345.

"*Tax Code*" means the Internal Revenue Code of 1986, as amended.

"*Term Lender Liquidating LLC*" means the limited liability company formed under the Plan and this Agreement for the purpose of preserving and liquidating the



Residual Assets for the benefit of the First Lien Term Lender Parties and for holding the Term Lenders' beneficial interest in the Liquidating Trust.

"Treasury Regulations" means the regulations promulgated under the Tax Code.

## **ARTICLE II**

### **LIQUIDATING TRUST CREATION AND GOVERNANCE**

2.1 Purpose of Liquidating Trust. The Debtors, in compliance with the Plan, hereby constitute and create the Liquidating Trust for the primary purpose of liquidating and distributing the Liquidating Trust Assets transferred to it and with no objective to continue or engage in the conduct of a trade or business, except to the extent reasonably necessary to, and consistent with, the liquidating purposes of the Liquidating Trust.

The Liquidating Trustee shall have full authority to take any steps necessary to administer this Agreement, including, without limitation, the duty and obligation to hold, conserve, and protect the Liquidating Trust Assets and to collect on, sell, or otherwise liquidate or dispose of Liquidating Trust Assets, and to distribute the net proceeds of such disposition to the Liquidating Trust Beneficiaries as provided for in the Plan in as prompt, efficient and orderly a fashion as possible in accordance with and as set forth in the provisions of Article 3 of this Agreement.

The Liquidating Trustee may retain such law firms, accounting firms, experts, advisors, consultants, investigators, appraisers, auctioneers or other professionals as he may deem necessary to aid in the performance of his responsibilities pursuant to the terms of the Plan, including, without limitation, the liquidation and distribution of the Liquidating Trust Assets.

The Liquidating Trustee shall serve until death, removal, resignation or termination of the Liquidating Trust pursuant to the Plan and this Agreement.

2.2 Acceptance by Liquidating Trustee. The Liquidating Trustee is willing and does hereby accept the appointment to serve as Liquidating Trustee and to hold and administer the Liquidating Trust Assets pursuant to the terms of this Agreement and the Plan.

2.3 Name of Liquidating Trust. The Liquidating Trust established hereby shall bear the name "Plastech Liquidating Trust." In connection with the exercise of the powers as trustee, the Liquidating Trustee may use such name or such variation thereon as he sees fit, or may use his own name, as trustee, or otherwise.

2.4 Transfer of Liquidating Trust Assets to Liquidating Trust. On the Effective Date and in accordance with the Plan, the Debtors shall and shall be deemed to have irrevocably transferred to the Liquidating Trust, for and on behalf of the Liquidating Trust Beneficiaries, the following Liquidating Trust Assets:

- (a) the First Lien Term Lender Contribution, for liquidation and distribution for the benefit of Class 7 General Unsecured Creditors;
- (b) the Unencumbered Assets, for liquidation and distribution in accordance with the Plan;
- (c) any Available Additional DIP Collateral Proceeds, for liquidation and distribution for the benefit of Class 7 General Unsecured Creditors;
- (d) the Reserves, which shall not constitute part of the res of the Liquidating Trust, but which shall be held separate by the Liquidating Trustee, to be administered in accordance with the Plan; and
- (e) all other property of the Debtors and the Estates, and each of them, including, but not limited to, the Residual Assets, the Liquid Collateral and the Additional DIP Collateral, all of which shall be deemed assigned by the Debtors to the Liquidating Trust on the Effective Date for liquidation and distribution in accordance with the Plan.

The Liquidating Trust Assets shall be held and managed by the Liquidating Trustee pursuant to the Plan and this Agreement. The Debtors shall, as needed and as reasonably requested by the Liquidating Trustee, execute and deliver or cause to be executed and delivered to or upon the order of the Liquidating Trustee, all such confirmatory deeds or other instruments, in recordable form where necessary or appropriate, and the Debtors shall take or cause to be taken such other action, as the Liquidating Trustee may reasonably deem necessary or appropriate, in order to vest or perfect in or confirm to the Liquidating Trust (or upon the order of the Liquidating Trustee) title to and possession of all of the Liquidating Trust Assets; provided, however, that the Residual Assets shall remain subject to the Liens of the First Lien Term Lender Parties and Second Lien Term Lender Parties, and the Liquid Collateral and Additional DIP Collateral shall remain subject to the Liens of the DIP Lenders.

Notwithstanding anything in this Agreement to the contrary, under no circumstances shall the Liquidating Trustee or the Liquidating Trust receive or retain Cash or cash equivalents in excess of a reasonable amount to meet claims and contingent liabilities or to maintain the value of the Liquidating Trust Assets during liquidation and shall distribute all amounts not required to be retained for such

purposes to the Liquidating Trust Beneficiaries as promptly as practicable in accordance with the Plan and this Agreement.

2.5 Vesting of Assets. On the Effective Date, and subject to the applicable provisions of the Plan, the Sale Orders and respective Asset Purchase Agreements, all property treated by the Plan, any minutes, and general corporate records of the Debtors, and any books and records relating to the foregoing not otherwise treated by the Plan, shall vest in the Liquidating Trust free and clear of all Liens, Claims, encumbrances, and other interests and shall thereafter be administered, liquidated by sale, collection, recovery, or other disposition and distributed by the Liquidating Trust in accordance with the terms of this Agreement and the Plan; provided, however, that the Residual Assets shall remain subject to the Liens of the First Lien Term Lender Parties and the Liquid Collateral and Additional DIP Collateral shall remain subject to the Liens of the DIP Lenders; and the Residual Assets shall vest in the Term Lender Liquidating LLC pursuant to Section 2.6 below, and shall remain subject to the Liens of the First Lien Term Lender Parties.

2.6 Term Lender Liquidating LLC. On or before the Effective Date, the Liquidating Trustee shall form the Term Lender Liquidating LLC for the purpose of preserving and liquidating the Residual Assets for the benefit of the First Lien Term Lender Parties and for holding the Term Lenders' beneficial interest in the Liquidating Trust. The Liquidating Trustee shall serve as manager of the Term Lender Liquidating LLC in accordance with the limited liability company agreement attached hereto as Exhibit A (the "Liquidating LLC Agreement"). On the Effective Date, all right, title and interest in, to and under the Residual Assets shall vest in the Term Lender Liquidating LLC, and the Term Lender Liquidating LLC, which Residual Assets shall remain subject to the Lien of the First Lien Agent for the benefit of the First Lien Term Lender Parties and the Term Lender Liquidating LLC shall be deemed the Liquidating Trust Beneficiary for the First Lien Term Lender Parties and the Second Lien Term Lenders.

2.7 2.6 Dissolution of Plastech and Subsidiary Debtors. ~~Upon~~On the Effective Date, or as soon thereafter as the Liquidating Trustee determines is appropriate, ~~Plastech is practicable, PEPI and the Subsidiary Debtors shall be dissolved in accordance with the Michigan Business Corporation Act.~~ If necessary or appropriate, the Liquidating Trustee shall file a certificate of dissolution for Plastech and/or the Subsidiary Debtors and shall take all other actions necessary or appropriate to effect the dissolution of Plastech and the Subsidiary Debtors under applicable state law.

### **ARTICLE III**

#### **LIQUIDATING TRUST ADMINISTRATION**

3.1 Limitations on Liquidating Trustee. The Liquidating Trustee shall carry out the purposes of the Liquidating Trust and the directions contained herein and in the Plan, and shall not at any time, on behalf of the Liquidating Trust or the Debtors, continue or engage in the conduct of a trade or business through the Liquidating Trust (except to the extent reasonably necessary to, and consistent with, the liquidating purposes of the Liquidating Trust), and no part of the Liquidating Trust Assets or the proceeds, revenue or income therefrom shall be used or disposed of by the Liquidating Trustee in the furtherance of any business.

3.2 Liquidating Trustee's Powers. The Liquidating Trustee shall have the rights and powers set forth in the Plan, ~~this Agreement and the Liquidating LLC Agreement~~, including, but not limited to, the powers of a debtor-in-possession under Bankruptcy Code sections 1107 and 1108; provided, however, the Liquidating Trustee shall have no authority to operate the Debtors' businesses. The Liquidating Trustee shall be governed in all things by the terms of ~~this Agreement, the Liquidating LLC Agreement~~ and the Plan. The Liquidating Trustee shall administer the Liquidating Trust, and its assets, and make Distributions from the proceeds of the Liquidating Trust in accordance with the Plan. In addition, the Liquidating Trustee shall, in accordance with the terms of the Plan, take all actions necessary to wind down the affairs of the Debtors consistent with the Plan and applicable non-bankruptcy law. Without limitation, the Liquidating Trustee shall (a) file final federal, state, and, to the extent applicable, local, tax returns and (b) dissolve each of the Debtors in accordance with the Plan. The Liquidating Trustee shall be authorized, empowered and directed to take all actions necessary to comply with the Plan and exercise and fulfill the duties and obligations arising thereunder, including, without limitation, to:

- (1) employ, retain, and replace one or more attorneys, accountants, auctioneers, brokers, managers, consultants, other professionals, agents, investigators, expert witnesses, consultants, and advisors as necessary to discharge the duties of the Liquidating Trustee under the Plan and this Agreement;
- (2) reconcile Claims and resolve Disputed Claims, and administer the Claims allowance and disallowance processes as set forth in the Plan, including to object to, prosecute, litigate, reconcile, settle, and resolve Claims and Disputed Claims in accordance with the Plan;
- (3) calculate, pay and administer all the Distributions to be made under the Plan, this Agreement and other orders of the

Bankruptcy Court to Holders of Allowed Claims, all in accordance with the terms of the Plan;

- (4) establish the Reserves and open, maintain and administer bank accounts as necessary to discharge the duties of the Liquidating Trustee under the Plan and this Agreement;
- (5) pay reasonable and necessary professional fees, costs, and expenses as set forth in the Plan;
- (6) except to the extent waived, released and discharged under Article X of the Plan, the Sale-Related Settlements, the Final DIP Order or any other order previously entered by the Bankruptcy Court, investigate, analyze, commence, prosecute, litigate, compromise, and otherwise administer the Causes of Action and the Avoidance Actions and all related Liens for the benefit of the Liquidating Trust and its beneficiaries, as set forth in the Plan and the Final DIP Order, and take all other necessary and appropriate steps to collect, recover, settle, liquidate, or otherwise reduce to Cash the Causes of Action and the Avoidance Actions, including all receivables, and to negotiate and effect settlements and lien releases with respect to all related Claims and all related Liens, provided, however, that any compromise or settlement with respect to 503(b)(9) Claims or Avoidance Actions or Causes of Action concerning Persons who have also asserted 503(b)(9) Claims shall be subject to the prior written consent of Goldman, the Major Customers, the Steering Committee and the Post-Effective Date Committee or, if unanimous consent cannot be obtained, further order of the Bankruptcy Court.
- (7) subject to the rights of Holders of Allowed DIP Facility Claims provided for in Article III.A.1 of the Plan and the Liens held by the First Lien Term Lender Parties and Second Lien Term Lender Parties, administer, sell, liquidate, or otherwise dispose of all Collateral, Unencumbered Assets, Additional DIP Collateral and all other assets of the Estates in accordance with the terms of the Plan (subject, with respect to the Residual Assets, to the consent, payment and other rights set forth in the Plan and the Liquidating LLC Agreement, and subject, with respect to the Liquid Collateral and the Additional DIP Collateral, to the consent of the DIP Lenders);

- (8) represent the Estates before the Bankruptcy Court and other courts of competent jurisdiction with respect to matters concerning the Liquidating Trust;
- (9) seek the examination of any Entity, other than Goldman, the Steering Committee, the Major Customers or the Post-Effective Date Committee, under and subject to the provisions of Bankruptcy Rule 2004;
- (10) invest funds in Prudent Investments;
- (11) file all necessary tax returns on behalf of the Debtors;
- (12) retain any and all rights under any insurance policies of a Debtor providing coverage with respect to Insured Claims;
- (13) comply with applicable orders of the Bankruptcy Court and any other court of competent jurisdiction over the matters set forth in the Plan;
- (14) comply with all applicable laws and regulations concerning the matters set forth in the Plan;
- (15) exercise such other powers as may be vested in the Liquidating Trust pursuant to this Agreement, the Plan, the Confirmation Order or other Final Orders of the Bankruptcy Court; and
- (16) execute any documents, instruments, contracts, and agreements necessary and appropriate to carry out the powers and duties of the Liquidating Trust.

The Liquidating Trustee shall exercise such powers in accordance with the provisions of the Plan, this Agreement and the Confirmation Order.

3.3 Management of Liquidating Trust. Subject to the terms hereof and the Plan, the Liquidating Trustee shall take charge of the Liquidating Trust Assets and shall endeavor to collect, conserve, protect, and liquidate, or otherwise convert into cash, marketable securities or other cash equivalents, all claims, Causes of Action, Avoidance Actions, and other assets which constitute the Liquidating Trust Assets and all such other property incidental thereto as may hereafter be acquired from time to time by the Liquidating Trust. The Liquidating Trustee shall manage the affairs of the Liquidating Trust, negotiate and consummate sales of the Liquidating Trust Assets, enter into agreements binding the Liquidating Trust, and execute, acknowledge, and deliver any and all instruments which are necessary, required, or deemed by the

Liquidating Trustee to be advisable in connection with the performance of the Liquidating Trustee's duties hereunder and shall have full power and authority to take any action consistent with the purpose and provisions of the Plan. Except as otherwise provided in the Plan, the Liquidating LLC Agreement and this Agreement, and without prior or further authorization of the Court, the Liquidating Trustee may control and exercise authority over the Liquidating Trust Assets, the acquisition, management and disposition thereof, and the management and conduct of the affairs of the Liquidating Trust to the same extent as if the Liquidating Trustee were the sole legal and beneficial owner thereof in his own right. No person dealing with the Liquidating Trust shall be obligated to inquire into the authority of the Liquidating Trustee in connection with the acquisition, management or disposition of Liquidating Trust Assets. In connection with the management and use of the Liquidating Trust Assets, the Liquidating Trustee, without limitation of his power and authority, may do the following:

- (a) Accept the assets transferred and provided to the Liquidating Trust pursuant to this Agreement and the Plan;
- (b) Distribute Available Cash and other assets to the Liquidating Trust Beneficiaries in accordance with the terms of this Agreement and the Plan;
- (c) Endorse the payment of notes or other obligations of any person or make contracts with respect thereto;
- (d) Engage in all acts that would constitute ordinary course of business in performing the obligations of a trustee under a trust of this type;
- (e) Invest Liquidating Trust Assets only in Prudent Investments (unless other investment powers are reasonably necessary to maintain the value of the Liquidating Trust Assets and to further the liquidating purposes of the Liquidating Trust);
- (f) Execute deeds, bills of sale and other instruments of transfer in connection with the sale, assignment or transfer of the Liquidating Trust Assets;
- (g) Establish such bank accounts as he may deem necessary or appropriate, draw checks on such bank accounts and perform such other necessary and appropriate duties with respect to such accounts, or designate individuals as signatories to draw checks on such bank accounts and to perform such other duties as he may direct and authorize; and
- (h) Take any other action authorized by the Plan or necessary and appropriate to implement the Plan.

3.4 Reserves. On the Effective Date, or as soon thereafter as practicable, but expressly subject to Section V.D. of the Plan, the Debtors and/or the Liquidating Trustee shall establish and fund the Reserves in accordance with Sections V.E. and V.H. of the Plan.

3.5 Trust Distributions. Following the funding of the Reserves, the Liquidating Trustee shall make continuing efforts to liquidate all assets of the Debtors and the Estates (including, without limitation, all Causes of Action and all Unencumbered Assets). The Liquidating Trustee shall timely distribute to the Liquidating Trust Beneficiaries (as such may have been determined at such time) the net income of the Liquidating Trust plus all Net Proceeds of the liquidation (~~net of any Tax Distribution Amount~~) all in accordance with the Plan, this Agreement, the Final DIP Order and the Sale-Related Settlements, except for amounts retained as reasonably necessary to maintain the value of the Liquidating Trust Assets, to fund the Reserves or to meet claims and contingent liabilities (including Disputed Claims); provided, however, that such amounts shall not include Residual Assets or the proceeds thereof. Distributions shall be made in accordance with the Plan and at least annually, and the Liquidating Trustee shall not unduly prolong the duration of the Liquidating Trust.

3.6 Distribution of Unused Reserves. The Liquidating Trustee shall make distributions of unused portion of the Reserves, if any, in accordance with Section V.E. of the Plan.

3.7 Compliance with Tax Requirements. To the extent applicable, the Liquidating Trustee shall comply with all Tax withholding and reporting requirements imposed on it by any governmental unit, and all distributions pursuant to the Plan shall be subject to such withholding and reporting requirements. The Liquidating Trustee shall be authorized to take any actions that it determines to be necessary, appropriate or desirable to comply with such withholding or reporting requirements. Notwithstanding any other provision of the Plan or this Agreement, each Entity receiving a distribution of Cash pursuant to the Plan shall have sole and exclusive responsibility for the satisfaction and payment of any Tax obligations imposed on it by any governmental unit on account of such distribution, including income, withholding and other Tax obligations.

3.8 Preservation of Causes of Action and Avoidance Actions. In accordance with Bankruptcy Code section 1123(b)(3) and except as otherwise provided in the Final DIP Order, the Sale Orders, the Sale-Related Settlements, the Plan or the Confirmation Order, the Liquidating Trust shall retain all of the Causes of Action and Avoidance Actions, a nonexclusive list of which is set forth as Exhibit C to the Plan, and other similar claims arising under applicable state laws or the Bankruptcy Code. The Liquidating Trustee and the Liquidating Trust may enforce, sue on, settle or compromise (or decline to do any of the foregoing) any or all of the Causes of Action



and Avoidance Actions, except with respect to those Causes of Action or Avoidance Actions that relate to the prosecution or settlement of 503(b)(9) Claims, in which case the settlement of the Causes of Action and Avoidance Actions are subject to the agreement and/or consent of the Post-Effective Date Committee, the Steering Committee, the Major Customers and ~~the First Lien Agent~~ Goldman or, if unanimous consent cannot be obtained, further order of the Bankruptcy Court.

3.9 Settlement of Causes of Action and Avoidance Actions. After the Effective Date, the Liquidating Trust and/or the Liquidating Trustee, in accordance with the terms of the Plan and this Agreement, will determine whether to bring, settle, release, compromise, enforce or abandon ~~such rights~~ (or decline to do any of the foregoing) the Causes of Action and Avoidance Actions (except those relating to 503(b)(9) Claims or concerning Entities who have also asserted 503(b)(9) Claims that have not been Allowed or Disallowed) in accordance with the procedures and notice provisions set forth in Article V.F.5(f) of the Plan and, with respect to 503(b)(9) Claims or concerning Entities who have also asserted 503(b)(9) Claims that have not been Allowed or Disallowed, subject to the agreement and/or consent of the Post-Effective Date Committee, the Steering Committee, the Major Customers and ~~the First Lien Agent~~ Goldman or, if unanimous consent cannot be obtained, further order of the Bankruptcy Court.

3.10 Claims Resolution and Compromise. Pursuant to Article V.F.5(f) of the Plan, and except with respect to 503(b)(9) Claims or Avoidance Actions and Causes of Action concerning Entities who have also asserted 503(b)(9) Claims, as of the Effective Date the Liquidating Trustee is authorized to approve compromises of all Claims, Disputed Claims and Liens pursuant to Bankruptcy Rule 9019(b), the Plan and this Agreement, and to execute necessary documents, including Lien releases (subject to the written consent of the party having such Lien) and stipulations of settlement or release, without further order of the Bankruptcy Court, but subject to the notice provisions set forth in the Plan; provided, however, that the Liquidating Trustee shall consult with the Post-Effective Date Committee on a regular basis concerning the Liquidating Trustee's investigation, prosecution and proposed settlement of Claims; provided further, however, that it is expected that the Liquidating Trustee shall engage Clark Hill PLC ("Clark Hill") as a Liquidating Trustee Professional and in that capacity Clark Hill will assume primary responsibility for the investigation, prosecution and settlement of Class 7 General Unsecured Claims, all in accordance with the Plan and this Agreement.

3.11 ~~3.10~~ Preservation and Sale of Residual Assets. The Liquidating Trustee, as manager of the Term Lender Liquidating LLC, shall preserve and liquidate the Residual Assets for the benefit of the First Lien Term Lender Parties. The Liquidating Trustee shall not sell any of the Residual Assets without the prior written consent of Goldman and the Steering Committee, which consent shall not be

unreasonably withheld. The Liquidating Trustee shall distribute proceeds from the sale of the Residual Assets to Goldman for the benefit of the First Lien Term Lender Parties; provided, however, that the Liquidating Trustee shall be entitled to reduce the proceeds of Residual Assets remaining in the Estates after October 31, 2008 by an amount equal to direct and indirect out-of-pocket third party costs and expenses incurred by the Debtors' Estates or the Liquidating Trust in connection with preserving, maintaining and/or selling such Residual Assets in accordance with the Liquidating LLC Agreement.

3.12 ~~3.11~~ Sale of Additional DIP Collateral. The Liquidating Trustee shall not sell any of the Additional DIP Collateral without the prior written consent of the DIP Lenders, which consent shall not be unreasonably withheld. The Liquidating Trustee shall distribute proceeds from the sale of the Additional DIP Collateral to the DIP Lenders and any Available Additional DIP Collateral Proceeds to Holders of Class 7 General Unsecured Claims in accordance with the Plan.

3.13 ~~3.12~~ Interest Beneficial Only. The beneficial interests held by a Liquidating Trust Beneficiary hereunder shall not entitle any such beneficiary to any title or direct ownership interest in or to the Liquidating Trust Assets as such, or to any right to call for a partition or division of the same, or to require an accounting.

3.14 ~~3.13~~ Evidence of Beneficial Interest. Ownership of a beneficial interest in the Liquidating Trust shall not be evidenced by any certificate, security or receipt or in any other form or manner whatsoever.

3.15 ~~3.14~~ No Transfer of Beneficial Interests. Liquidating Trust Beneficiaries shall not have the right to convey, assign, sell or otherwise transfer any beneficial interest in the Liquidating Trust, except by bequest or devise or pursuant to the laws of intestate succession; provided, however, that nothing in this Section 3.14 shall in any way restrict the transfer, sale, assignment or participation by or from any Term Lender Parties of interests in the Term Lender Liquidating LLC.

3.16 ~~3.15~~ Effect of Death, Incapacity or Bankruptcy. The death, incapacity or bankruptcy of any of the Liquidating Trust Beneficiaries during the terms of this Liquidating Trust shall not (a) operate to terminate the Liquidating Trust; (b) entitle the representatives or creditors of the deceased beneficiary to an accounting; (c) entitle the representatives or creditors of the deceased beneficiary to take any action in the Court or elsewhere for the distribution of the Liquidating Trust Assets or for a partition thereof; or (d) otherwise affect the rights and obligations of any of the other Liquidating Trust Beneficiaries.

3.17 ~~3.16~~ Effect of Liquidating Trust on Third Parties. There is no obligation on the part of any purchaser or purchasers from the Liquidating Trustee or

any agent of the Liquidating Trustee, or on the part of any other persons dealing with the Liquidating Trustee or any agent of the Liquidating Trustee, to oversee the application of the purchase money or other consideration passing to the Liquidating Trustee or any agent of the Liquidating Trustee or to inquire into the validity, expediency or propriety of any such transaction by the Liquidating Trustee or any agent of the Liquidating Trustee.

3.18 ~~3.17~~ Duration of the Liquidating Trust. The Liquidating Trust shall terminate on the earliest of (i) the fifth (5th) anniversary of the Confirmation Date; (ii) the date of entry of a Final Order issued by the Bankruptcy Court closing the Bankruptcy Cases pursuant to Section 350(a) of the Bankruptcy Code; and (iii) the date on which all of the Liquidating Trust Assets have been distributed in accordance with the terms of this Agreement and the Plan (the earliest to occur of the events described in clauses (i), (ii) and (iii) above being referred to herein as the "Termination Date"). Every effort shall be made to see to it that the Termination Date shall be no later than the time reasonably necessary to accomplish the purposes of the Liquidating Trust as contemplated by this Agreement and the Plan. Notwithstanding the foregoing, however, if warranted by the facts and circumstances and subject to the approval of the Bankruptcy Court upon a finding that an extension is necessary to accomplish the purpose of the Liquidating Trust, the term of the Liquidating Trust may be extended for a finite term based on the particular facts and circumstances. Each extension must be approved by the Bankruptcy Court within six (6) months of the beginning of the extended term.

3.19 ~~3.18~~ No Reversions. Notwithstanding anything to the contrary in the Plan or this Agreement, in no event shall any of the Liquidating Trust Assets revert to or be distributed to the Debtors.

#### **ARTICLE IV LIQUIDATING TRUSTEE AND SUCCESSOR LIQUIDATING TRUSTEES**

4.1 Standard of Care. ~~In furtherance of Section V.F. of the Plan, except in the case of fraud, willful misconduct or gross negligence, neither the Liquidating Trustee nor members, designees, counsel, financial advisors or any duly designated agent or representative of the Liquidating Trust shall be liable for any loss or damage by reason of any action taken or omitted by them pursuant to the discretion, powers and authority conferred on them by the Plan or this Agreement. The Liquidating Trustee, members, designees, counsel, financial advisors and any duly designated agent or representative of the Liquidating Trust shall use reasonable care to avoid any loss or damage to the Liquidating Trust Assets, the Residual Assets, the Liquid Collateral and Additional DIP Collateral.~~

4.2 Removal. At any time upon the request of the Post-Effective Date Committee or any party in interest for cause, the Bankruptcy Court may remove the Liquidating Trustee. For purposes of this Section 4.2, "cause" shall mean (a) an act of fraud, embezzlement or theft in connection with the Liquidating Trustee's duties or in the course of its employment in such capacity, (b) the intentional wrongful damage to property of the Estates or the Liquidating Trust, (c) the intentional wrongful disclosure of confidential information of the Debtors resulting in material harm to the Debtors, (d) gross negligence, bad faith or willful misconduct by the Liquidating Trustee in connection with the performance of its duties under this Agreement, or (e) intentional and material breach by the Liquidating Trustee of the provisions of this Agreement, the Plan, or any order of the Bankruptcy Court. Unless the Bankruptcy Court orders immediate removal, the Liquidating Trustee shall continue to serve until a successor Liquidating Trustee is appointed, and such appointment becomes effective, in accordance with Section 4.13 hereof.

4.3 4.2-No Liability for Acts of Predecessors. No successor Liquidating Trustee shall be in any way liable or otherwise responsible for the acts or omissions of any Liquidating Trustee in office prior to the date on which he becomes a Liquidating Trustee, unless such successor Liquidating Trustee expressly assumes such liability or responsibility.

4.4 4.3-Reliance on Documents or Advice of Professionals. Except as otherwise provided herein, the Liquidating Trustee may rely and shall be protected in acting in reliance upon any resolution, certificate, statement, instrument, opinion, report, notice, request, consent, order or other paper or document believed to be genuine and to have been signed or presented by the proper party or parties. The Liquidating Trustee may also engage and consult with legal and accounting professionals to be selected by them and shall not be liable for any action taken or suffered in reliance upon the advice of such professionals.

4.5 4.4-No Personal Obligation for Liquidating Trust Liabilities. Persons dealing with the Liquidating Trustee shall look only to the Liquidating Trust to satisfy any liability incurred by the Liquidating Trustee to such person in carrying out the terms of the Liquidating Trust, and the Liquidating Trustee shall not have any personal or individual obligation to satisfy any such liability.

4.6 4.5-Exercise of Power. Except as otherwise specifically set forth herein or in the Plan, the Liquidating Trustee shall not be required to procure authorization by the Court in the exercise of any power conferred upon him by this Agreement.

4.7 4.6-Fees and Expenses. On or before the Effective Date, the Debtors shall fund the Liquidating Trust Operating Reserve in an subject to an annual

cap of \$ \_\_\_\_\_, or such greater amount deemed by the Debtors to be sufficient as agreed to by Goldman, the Major Customers, the Steering Committee and the Post-Effective Date Committee, to pay the fees and expenses of the Liquidating Trustee and the Liquidating Trustee Professionals, in light of any anticipated recovery from the liquidation of the Unencumbered Assets. Except as otherwise provided in the Plan, compensation of the Liquidating Trustee and the costs and expenses of the Liquidating Trustee and the Liquidating Trust (including, without limitation, professional fees and expenses) shall be paid (a) to the extent related to the administration, preservation, maintenance or liquidation of Collateral, from the Net Proceeds of the liquidation of such Collateral; (b) to the extent related to the administration or liquidation of the Unencumbered Assets, from the Net Proceeds of the Unencumbered Assets; and (c) from the Liquidating Trust Operating Reserve. The reasonable fees and expenses of the Liquidating Trustee or the Liquidating Trustee Professionals shall be paid as necessary to discharge the Liquidating Trustee's duties under the Plan and the Liquidating Trust Agreement, which payments shall be made on ten (10) days' prior written notice to the Post-Effective Date Committee and, to the extent the fees and disbursements are proposed to be paid from the Liquid Collateral or Additional DIP Collateral pursuant to (a) above, the DIP Lenders, or to the extent fees and disbursements are proposed to be paid from the Residual Assets or the proceeds thereof pursuant to (a) above, Goldman, but shall not require an order of the Bankruptcy Court approving such payments. In the event of a dispute with respect to the fees and expenses of the Liquidating Trustee or the Liquidating Trustee's Professionals, the undisputed portion of such fees and expenses may be paid pending the resolution of the disputed portion of such fees and expenses, which payment shall not require an order of the Bankruptcy Court approving such payment. The Liquidating Trustee is entitled to deduct all fees and expenses reasonably incurred by the Liquidating Trustee and/or the Liquidating Trustee Professionals in administering, preserving, maintaining or liquidating Collateral (other than Liquid Collateral or Additional DIP Collateral) or Unencumbered Assets from the proceeds of such Collateral or Unencumbered Assets prior to making any Distribution of such proceeds under the Plan. The payment of the fees and expenses of the Liquidating Trustee and the Liquidating Trustee Professionals shall be made in the ordinary course of business and shall not be subject to the approval of the Court. No proceeds of Residual Assets may be used to pay any fees and expenses other than as set forth in the Plan and Section 3.10 hereto.

#### 4.8      4.7 Retention of Professionals and Compensation Procedure.

On and after the Effective Date, the Liquidating Trustee may engage such professionals and experts as may be deemed necessary and appropriate by the Liquidating Trustee to assist the Liquidating Trustee in carrying out the provisions of the Plan and this Agreement. For services performed from and after the Effective Date, Liquidating Trustee Professionals shall receive compensation and reimbursement of expenses in a manner to be determined by the Liquidating Trustee. It is expected that the Liquidating

Trustee will engage Clark Hill PLC, Allard & Fish, P.C. and Skadden, Arps, Slate, Meagher & Flom LLP as Liquidating Trustee Professionals, with primary responsibility for the prosecution of Avoidance Actions and Class 7 General Unsecured Claims resolution and objections to be allocated among the Liquidating Trustee Professionals.

4.9     ~~4.8~~ Liquidating Trustee Indemnification. In addition to any indemnification provided for under the Plan, the Liquidating Trust shall indemnify, hold harmless and reimburse the Liquidating Trustee and the members, designees, counsel, financial advisors and any duly designated agent or representative of the Liquidating Trust against and from any and all loss, liability, expense or damage which he, or his agents, may incur or sustain, ~~in good faith and without fraud, willful misconduct or gross negligence,~~ the members, designees, counsel financial advisors and any duly designated agent or representative of the Liquidating Trust, may incur, if exercising reasonable care in the exercise and performance of any of his powers and duties under this Agreement, or, if exercising reasonable care, for any act or omission in connection with or arising out of administration of the Plan or the property to be distributed under the Liquidating Trust, ~~except for gross negligence or willful misconduct;~~ provided, however, that to the extent the Post-Effective Date Committee and its professionals are to be indemnified and reimbursed pursuant to this Section 4.9, the funding for such indemnification and reimbursement shall be limited solely to amounts available from the First Lien Term Lender Contribution and not from any other Liquidating Trust Assets.

4.10     ~~4.9~~ Maintenance of Register. The Liquidating Trustee shall at all times maintain a register of the names, addresses, amount of Claims and percentages of beneficial ownership of the Liquidating Trust Beneficiaries.

4.11     ~~4.10~~ Conflicting Claims. In the event the Liquidating Trustee becomes aware of any disagreement or conflicting claims with respect to the Liquidating Trust Assets, or if the Liquidating Trustee in good faith is in doubt as to any action which should be taken under this Agreement, the Liquidating Trustee shall have the absolute right at his election to do any or all of the following:

(a) To the extent of such disagreement or conflict, or to the extent deemed by him necessary or appropriate in the light of such disagreement or conflict, withhold or stop all further performance under this Agreement (save and except the safekeeping of the Liquidating Trust Assets) until the Liquidating Trustee is satisfied that such disagreement or conflicting claims have been fully and finally resolved; or

(b) file a suit in interpleader or in the nature of interpleader in the Court and obtain an order requiring all persons and parties involved to litigate in the Court their respective claims arising out of or in connection with this Agreement; or

(c) file any other appropriate motion for relief in the Court.

4.12 ~~4.11~~ Successor Liquidating Trustee. In the event that the Liquidating Trustee resigns, is removed or otherwise ceases to serve as Liquidating Trustee, the Post-Effective Date Committee shall designate a person to serve as successor Liquidating Trustee, with the consent of Goldman, the Steering Committee and the Major Customers, which consent shall not be unreasonably withheld. The Liquidating Trustee may resign upon written notice, which resignation shall become effective upon the selection of a successor Liquidating Trustee, and the acceptance by the successor Liquidating Trustee of its appointment as a Liquidating Trustee. Any successor Liquidating Trustee shall be subject to the same qualifications and shall have the same rights, powers, duties and discretion, and otherwise be in the same position, as the originally named Liquidating Trustee. Wherever reference is made in this Agreement to the Liquidating Trustee, the same shall be deemed to refer to the Liquidating Trustee acting hereunder from time to time.

4.13 ~~4.12~~ Records. The Liquidating Trustee shall maintain good and sufficient books and records of account relating to the Liquidating Trust Assets, the Reserves, the Available Cash, the management thereof, all transactions undertaken by the Liquidating Trustee, all expenses incurred by or on behalf of the Liquidating Trust and all distributions either contemplated or effectuated under the Plan or this Agreement.

4.14 ~~4.13~~ Periodic Reports. The Liquidating Trustee shall prepare the following reports and shall distribute such reports to ~~any~~ the Post-Effective Date Committee and any Liquidating Trust Beneficiary who in writing requests a copy:

- (1) on a semi-annual basis commencing on the later to occur of June 30 or December 31 of the year in which the Effective Date occurs, a report of the activities of the Liquidating Trust detailing for the preceding six-month period the activities of the Liquidating Trust, including:
  - (A) an unaudited operating statement (prepared on a cash basis) showing all revenues received by the Liquidating Trust and all expenses of operations of the Liquidating Trust (including all expenses associated with the sale of any

Liquidating Trust Assets paid by the Liquidating Trust);

- (B) an unaudited written report and accounting showing (a) the assets and liabilities of the Liquidating Trust at the end of such period, (b) any changes in the Liquidating Trust Assets, (c) the amount of any Reserves or escrows of the Liquidating Trust, and (d) any material action taken by the Liquidating Trustee in the performance of his duties under the Plan and this Agreement; and
  - (C) an overall status report of the Liquidating Trust for the next semi-annual period; and
- (2) to the extent required by the Bankruptcy Court or by applicable law (or to gain an exemption from applicable law), within 90 days after the end of each calendar year, beginning with the second year end occurring after the Effective Date, the Liquidating Trustee will prepare reports for the prior year as described in clauses (i) and (ii) above, except that such reports shall be for a full year (or portion thereof in which the Liquidating Trust has been in existence); the financial statements included in such reports need not be audited unless otherwise required by law.

All semi-annual and, if prepared, annual reports shall be filed with the Court. In addition, all such reports may be filed with the Securities and Exchange Commission to the extent the Liquidating Trustee deems such action to be in the best interest of the Liquidating Trust or to the extent required by applicable law or in order to gain an exemption from compliance with applicable law.

## **ARTICLE V**

### **MISCELLANEOUS**

5.1 Applicable Law. The Liquidating Trust created herein shall be construed, regulated and administered under the laws of the State of Michigan and the United States of America, including the Bankruptcy Code.



5.2 Headings. The enumeration and headings contained in this Agreement are for convenience of reference only and are not intended to have any substantive significance in interpreting the same.

5.3 Partial Invalidity. If any provision of this Agreement shall for any reason be held invalid or unenforceable by any ~~bankruptcy~~ court, governmental agency or arbitrator of competent jurisdiction, such invalidity or unenforceability shall not affect any other provision hereof, but this Agreement shall be construed as if such invalid or unenforceable provision had never been contained herein.

5.4 Entire Agreement. This Agreement (including the recitals), together with the Plan, the Confirmation Order and the documents referred to therein, constitutes the entire agreement by and among the parties and there are no representations, warranties, covenants or obligations except as set forth herein and in the Plan. This Agreement supersedes all prior and contemporaneous agreements, understandings, negotiations and discussions, written or oral, of the parties hereto, relating to any transaction contemplated hereunder. Except as otherwise specifically provided herein, nothing in this Agreement is intended or shall be construed to confer upon or to give any person other than the parties hereto and the Liquidating Trust Beneficiaries any rights or remedies under or by reason of this Agreement.

5.5 Notices. Any notice or other communication by the Liquidating Trustee to any of the Liquidating Trust Beneficiaries shall be deemed to have been sufficiently given, for all purposes, when mailed by first-class mail, postage prepaid, or transmitted by hand delivery, and addressed to such beneficiary at its address as shown in the records of the Liquidating Trustee. Any notice or other communication which may be or is required to be given, served or sent to the Liquidating Trust shall be in writing and shall be mailed by first-class mail, postage prepaid, or transmitted by hand delivery, addressed to: Plastech Liquidating Trust, Attn: James Carroll, 4 Mt. Royal Avenue, Suite 420, Marlboro, MA 01752. Each of the beneficiaries and the Liquidating Trustee may designate by notice in writing a new address to which any notice, demand, request or communication may thereafter be so given, served or sent. Each notice, demand, request or communication which shall be mailed or delivered in the manner described above shall be deemed sufficiently given, served, sent and received for all purposes three days after it is deposited in the U.S. mail as described above or at such time as it is delivered to the addressee, whichever is earlier.

5.6 Tax Identification Numbers. The Liquidating Trustee may require any of the Liquidating Trust Beneficiaries to furnish to the Liquidating Trustee its employer or taxpayer identification number as assigned by the Internal Revenue Service and the Liquidating Trustee may condition any distribution to any of the Liquidating Trust Beneficiaries upon receipt of such identification number.

5.7 Waiver. No failure or delay of any party to exercise any right or remedy pursuant to this Agreement shall affect such right or remedy or constitute a waiver by such party of any right or remedy pursuant thereto. Resort to one form of remedy shall not constitute a waiver of alternative remedies.

5.8 Tax Treatment and Obligation to File Returns. It is intended that the Liquidating Trust be classified for federal income tax purposes as a "liquidating trust" within the meaning of section 301.7701-4(d) of the Treasury Regulations. The Liquidating Trust shall be considered a "grantor" trust, and the Liquidating Trust Beneficiaries shall be treated as the grantors and deemed owners of the Liquidating Trust. The Liquidating Trustee shall file tax returns for the Liquidating Trust as a grantor trust pursuant to section 1.671-4(a) of the Treasury Regulations. All earnings of the Liquidating Trust, including earnings or income retained in reserve accounts or as reserves, shall be allocated to the Liquidating Trust Beneficiaries on a semi-annual basis as discussed in the Plan, and each such beneficiary shall be responsible to report and pay the taxes currently due on its proportionate share of the Liquidating Trust's income whether or not amounts are actually distributed by the Liquidating Trustee to the Liquidating Trust Beneficiaries to pay the tax, provided, however, that, subject to the terms of the Plan, under no circumstances shall earnings or income related to the Liquidating Trust (other than earnings or income attributable to Residual Assets) be attributed to any Term Lender Parties. As a grantor trust, the Liquidating Trust shall not have any separate liability for federal income taxes relating to or arising from, the conveyance, preservation or liquidation of Liquidating Trust Assets. However, if it is later determined that a tax liability of the Liquidating Trust arises, the Liquidating Trustee shall be responsible for withholding all taxes required by law, and shall timely file all required federal, state or local tax returns, including information reporting returns, and shall promptly pay all taxes determined to be due. If it is determined that any taxes are owed by the Liquidating Trust, the Liquidating Trustee may pay from the Liquidating Trust Assets any such tax liability arising out of the operations of the Liquidating Trust or ownership of Liquidating Trust Assets, provided, however, that no such taxes shall be paid out of the Residual Assets unless required by applicable law. The Liquidating Trust may establish a reserve sufficient to pay any accrued or potential tax liability arising out of the operations of the Liquidating Trust or ownership of Liquidating Trust Assets, provided, however, that such reserve shall not be established in whole or in part from Residual Assets or proceeds thereof. Notwithstanding anything herein to the contrary, in calculating and making the payments due to Allowed Claims under the Plan, the Liquidating Trustee shall be authorized to deduct from such payments any necessary withholding amount (including, but not limited to, amounts described in Article 3.5), provided, however, that in the case of the Term Lender Parties, the Liquidating Trustee shall contact Goldman and the Bank of New York (as administrative agent and collateral agent to the Second Lien Term Lenders), respectively, and provide a reasonable opportunity for

any Term Lender Party, as applicable, to provide any necessary tax forms in order to avoid such withholding amount.

5.9 Tax Treatment of Transfer of Assets to the Liquidating Trust.

For federal income tax purposes, the transfer of Liquidating Trust Assets to the Liquidating Trust will be treated as a deemed transfer to the Liquidating Trust Beneficiaries (to the extent of the value of their respective interests in the applicable Liquidating Trust Assets) for all purposes of the Tax Code (e.g., Sections 61 (a)(12), 483, 1001, 1012, and 1274) followed by a deemed transfer by such beneficiaries to the Liquidating Trust; (to the extent of the value of their respective interests in the applicable Liquidating Trust Assets); provided, however, that (i) the transfer of the Liquidating Trust Assets that correspond to the Term Lender Liquidating LLC's beneficial interest in the Liquidating Trust will be treated as a deemed transfer of such assets to the Term Lenders for all purposes of the Tax Code (e.g., Sections 61(a)(12), 483, 1001, 1012, and 1274), followed by a deemed transfer by the Term Lenders to the Term Lender Liquidating LLC, followed by a deemed transfer by the Term Lender Liquidating LLC to the Liquidating Trust; and (ii) the transfer of the Residual Assets will be treated as a deemed transfer to the Term Lenders for all purposes of the Tax Code (e.g., Sections 61(a)(12), 483, 1001, 1012, and 1274) followed by a deemed transfer by the Term Lenders to the Term Lender Liquidating LLC.

5.10 Valuation of Transferred Assets. The Liquidating Trustee shall value the property transferred to the Liquidating Trust and the Term Lender Liquidating LLC and notify in writing the Liquidating Trust Beneficiaries of such valuations, and thereafter. With respect to the Liquidating Trustee's valuations of Residual Assets, the First Lien Term Agent may, at its discretion and before such valuations are used for any applicable reporting purpose (including for any federal income tax purpose), challenge the Liquidating Trustee's valuations and engage an independent appraiser, at the expense of Goldman on behalf of the First Lien Term Lender Parties and with the approval of the Liquidating Trustee (such approval not to be unreasonably withheld), to perform valuations of any or all of the Residual Assets. Such valuations shall replace the Liquidating Trustee's valuations, and the Liquidating Trustee shall notify in writing the Liquidating Trust Beneficiaries of such valuations. Thereafter, the Liquidating Trustee and the Liquidating Trust Beneficiaries shall be consistent in the use of such valuations for all applicable reporting purposes, including for all federal income tax purposes.

5.11 Relationship to Plan. The principal purpose of the Agreement is to aid in the implementation of the Plan, and therefore, this Agreement incorporates by reference and is subject to the provisions of the Plan in all respects. In the event of a conflict between the terms and provisions of the Agreement and the terms and provisions of the Plan, the terms and provisions of the Plan shall control.

5.12 Intent of Parties to Establish Trust. This Agreement is not intended to create, and shall not be interpreted as creating, a corporation, association, partnership, or joint venture of any kind for purposes of federal income tax or any other purpose.

IN WITNESS WHEREOF, the undersigned have caused this instrument to be executed as of the day and year first above written.

**PLASTECH ENGINEERED PRODUCTS,  
INC. (For itself and on behalf of its  
Subsidiary Debtors)**

By: \_\_\_\_\_  
James Patrick Carroll, Chief Liquidation  
Officer of Plastech Engineered Products,  
Inc.

**OFFICIAL COMMITTEE OF  
UNSECURED CREDITORS**

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

**LIQUIDATING TRUSTEE**

By: \_\_\_\_\_  
Carroll Services LLC by  
James Patrick Carroll, its Managing  
Member

**EXHIBIT A**

**LIMITED LIABILITY COMPANY AGREEMENT OF**  
**PLASTECH TERM LENDER LIQUIDATING LLC**

Document comparison done by DeltaView on Tuesday, December 02, 2008  
2:02:44 PM

Input:	
Document 1	pcdocs://wilsr01a/555161/3
Document 2	pcdocs://wilsr01a/555161/7
Rendering set	Option 3a strikethrough double score no moves

Legend:	
Insertion	
Deletion	
<Moved from>	
>Moved to<	
Style change	
Format change	
Moved deletion	
Inserted cell	
Deleted cell	
Moved cell	
Split/Merged cell	
Padding cell	

Statistics:	
	Count
Insertions	141
Deletions	120
Moved from	0
Moved to	0
Style change	0
Format changed	0
Total changes	261

2 DeltaView comparison of pcdocs://wilsr01a/555161/3 and  
pcdocs://wilsr01a/555161/7. Performed on 12/2/2008.

**EXHIBIT C**

**NON-EXCLUSIVE LIST OF POTENTIAL DEFENDANTS OF CAUSES OF ACTION AND  
AVOIDANCE ACTIONS**



## **EXHIBIT C**

### **TO**

#### **SECOND AMENDED JOINT PLAN OF LIQUIDATION PROPOSED BY PLASTECH ENGINEERED PRODUCTS, INC., ITS SUBSIDIARY DEBTORS AND THE OFFICIAL COMMITTEE OF UNSECURED CREDITORS**

#### **NON-EXCLUSIVE LIST OF POTENTIAL DEFENDANTS OF CAUSES OF ACTION AND AVOIDANCE ACTIONS<sup>1</sup>**

Advanced EC, LLC: Causes of action and claims based on pre- and post-petition resin purchases and other transactions including but not limited to breach of contract; avoidance actions; equitable subordination; substantive consolidation; collection of accounts receivable.

Aon Risk Services Central, Inc. (f/k/a Aon Risk Services, Inc. of Michigan) (d/b/a Aon Risk Insurance Services Central, Inc.) and all affiliates thereof: Causes of action and/or claims including but not limited to those based on potential insurance claims.

Don Coates: Causes of action and/or claims relating to mistaken payroll payments in the amount of \$14,000 including but not limited to collection actions.

Creative Liquid Coatings, Inc.: Causes of action and/or claims based on pre- and post-petition transactions including but not limited to breach of contract; avoidance actions; collection of accounts receivable.

Decoma International of America, Inc.: Causes of action and claims including but not limited to breach of contract; equitable subordination; conversion.

Human Heritage Engineering: Causes of action and claims based on pre- and post-petition transactions including but not limited to breach of contract; avoidance actions; equitable subordination; collection of accounts receivable.

Jamestown Automotive, Inc.: Causes of action and claims based on breach of contract; conversion; tort.

JCIM, LLC: Causes of action and claims based on breach of contract; conversion; tort.

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<sup>1</sup> **ALL POTENTIAL CLAIMS AND/OR CAUSES OF ACTION, WHETHER NOTED HEREIN OR OTHERWISE, WILL BE INVESTIGATED AND PURSUED FOLLOWING CONFIRMATION OF THE SECOND AMENDED JOINT PLAN OF LIQUIDATION PROPOSED BY PLASTECH ENGINEERED PRODUCTS, INC., ITS SUBSIDIARY DEBTORS AND THE OFFICIAL COMMITTEE OF UNSECURED CREDITORS AND ACCORDINGLY ALL CAUSES OF ACTION AND CLAIMS, WHETHER NOTED BELOW OR OTHERWISE, ARE EXPRESSLY RETAINED AND NOT WAIVED.**

Landmark American Insurance Company: Causes of action and/or claims including but not limited to those based on potential insurance claims.

Norm Katz: Causes of action and/or claims including but not limited to those based on turnover actions.

Northland Insurance: Causes of action and/or claims including but not limited to those based on potential insurance claims.

O.E.M./Erie, Inc.: Causes of action and/or claims including but not limited to those based on breach of contract and turnover actions.

Plastech Holding Corporation: Causes of action and claims based on pre- and post-petition transactions including but not limited to breach of contract; avoidance actions; equitable subordination; collection of accounts receivable.

RSUI Group, Inc.: Causes of action and/or claims including but not limited to those based on potential insurance claims.

Travelers and all affiliates thereof (including Travelers Indemnity Company Industrial Risk Insurers): Causes of action and/or claims including but not limited to those based on potential insurance claims.

Welsh Romulus LLC: Causes of action and/or claims including but not limited to those based on avoidance actions and powers.

Any and all employees or former employees receiving loans from one or more of the Debtors, including but not limited to Paul Williams (\$327,564.69); Andrew Nguyun (\$165,000.00); Regina Greear (\$4,750.00): Causes of action and/or claims including but not limited to collection actions; breach of contract; tort.

Any and all parties listed on Statement 3.b to each of the Debtors' Statements of Financial Affairs (including any amendments thereto) as receiving payments from one or more of the Debtors in the ninety (90) days preceding the Petition Date: Causes of action and/or claims including but not limited to those based on avoidance actions and powers.

Any and all parties listed on Statement 3.c to each of the Debtors' Statements of Financial Affairs (including any amendments thereto) as receiving payments from one or more of the Debtors in the one hundred eighty (180) days preceding the Petition Date: Causes of action and/or claims including but not limited to those based on avoidance actions and powers.

Any and all former directors, officers and insiders of one or more the Debtors including but not limited to James Beining; Joseph E. Blake; Gary E. Borushko; Julie N. Brown; James A. Brown; Dale Carson; Michael K. Chiado; David Cole; Gary Convis; Matthew A. DeMars; Jeffrey R. Engel; James E. Englehart; John Eppekl; Patrick Flanagan; Bradley N. Frederick; Paul S.

Gorcyca; James W. Griffith; Scott Kehoe; David E. Leblanc; Mark R. Lohmann; Ronald Majeske; Phil Martens; Richard Miller; E. Michael Mutchler; June Nagle; Timothy O'Keefe; Charles Ross; Lauren Rousseau; Stephen R. Schafer; Kelvin W. Scott; Robert A. Sladewski; Peter Smidt; Gordon J. Steil; Rodney A. Turton; Christopher M. Williams; Paul F. Williams: Causes of action and/or claims including but not limited to those not released pursuant to the Second Amended Joint Plan Of Liquidation Proposed By Plastech Engineered Products, Inc., Its Subsidiary Debtors And The Official Committee Of Unsecured Creditors and/or the Committee Settlement (Docket No. 2005), the Brown Settlement (Docket No. 2005), the Term Lender Settlement (Docket No. 2006), the Funding Agreement (Docket No. 2008) and/or the Intercreditor Settlement (Docket No. 2005).

Any and all customers with outstanding accounts receivable balances including but not limited to Acord Holdings, LLC; Adac Plastics Inc.; Advanced Env Concepts, LLC; Alex Products, Inc.; Alma Products Company; Alps Automotive; Ami – Doduco; Ard Logistics (Jci) Hierarchy; Arvin Meritor; Auto Alliance Hierarchy; Automotive Lighting Corporation; Automotive Technologys Sys.; Autoseat, S.A. De C.V.; Baxter Enterprises; Behr Industries Corporation; Bharat Forge Ltd; Blackhawk Automotive Plastics; Bridgewater Hierarchy; Briggs & Stratton Corporation; Cadillac Products Automotive; Chrysler C/O Bbk Limited; CNI - Owosso, LLC; Collins & Aikman; Contitech Group Of Continental Ag; Creative Liquid Coating; Cummins S. De R.L. De C.V.; CVG Trim Systems; Dana Fluid Systems--Archbold Div.; Delphi E & S Deltronics; Delphi Hierarchy; Eagle Plastics Corp ; Ernest Industries Co.; Eteron Inc.; Faurecia Automotive Seating; Fenix Development LLC; Fluid Routing Solutions, Inc.; Freightliner Hierarchy; General Binding Corporation; General Motors Corporation; Geo-Tech Polymers ; GT Industries; Hematite Manufacturing; TRW; Hillsdale Automotive-Traverse City; Hoffman Enclosures; Hope Global Of Detroit; HPJ Industries Inc.; Hytrol Mfg IAC; Innertech – Iptier; Ingram Seating; Integrated Logistics; International Automotive Components; Inteva Products, LLC; Intier Automotive Seating; Iroquios; Irvin Automotive (Jaropamex); Isuzu Motors America, Inc.; J.G. Kern Enterprises, Inc.; Jabil Circuit LLC; Johnson Controls; Kelsey Hayes Company; Kensa, LLC; Key Plastics Italy S.R.L.; Key Safety Systems, Inc.; Kielert-CS; Kimball Electronics Group; Lacks Trim Systems; Lakeshore Diversified Products; Lear Hierarchy; Library Steel Suppliers; Mafrow Iberica, S.L.; Magna Engineering Center Gmbh (Mec); Manufacturers Industrial Group; Mazda North American Operations; MCI Service Parts, Inc.; Melitron Corporation; Meridian Automotive Systems, Inc.; Meritor Automotive, Inc.; Mitsubishi Motors Hierarchy; Molded Fiber Glass North Carolina; MT Precision Systems LLC.; Nascote; Navistar Hierarchy; Norplas Industries, Inc.; Performance Metal Fabricators, Inc.; PMF International; Polycon Industries; Proform Industries; Qad Hierarchy; Reactive Resin Products; Remington Arms Co., Inc.; Rieter Automotive Great Britain; Rimply; Saturn Electronics & Engineering; Schneider Logistics, Inc.; Setex Inc, LSC; Siegel Robert Inc.; Simco Automotive; Span Manufacturing (JCI) Hierarchy; Specific Cruise Systems; Standard Motor Products; Subaru Isuzu Automotive; Summit Polymers Inc Plant 12; Supply Technologies; Swagelok Company; Takata Seat Belts Inc.; Techcraft Seating Systems; Tedrive Steering Gmbh; Ternes Procurement Annex; TG Minto Corporation; TG Missouri Corporation; The Electric Controller And; The Material Group; Toledo Mold & Die; Toyota Hierarchy; Trim Masters Plant; Trim X Technologies; Trimquest (JCI) Hierarchy; TS Tech Alabama; Unipart Group Ltd; Valeo Switches & Detection; Venchurs Inc; Ventra Plastics Peterborough; Versatrim Division Of Magna; Visteon Component Sales Group; Vivatar; Williams Controls Industries Inc.; Windsor

Machine; Workhorse Custom Chassis: Causes of action and/or claims including but not limited to collection actions; breach of contract.

Any and all present and former utility service providers holding pre- or postpetition deposits including but not limited to Alabama Gas Corporation; Alabama Power; American Electric Power Ohio; Andover Village Water/Sewer Department; Ashley Warren, LLC; Atmos Energy; Bryan Municipal Utilities; Centerpoint Energy; City Of Auburn Hills Utility Billing Dept.; City Of Cleveland Division Of Water; City Of Croswell Utilities; City Of Dearborn Water And Sewerage; City Of Elwood Utilities; City Of Franklin Stormwater Dept.; City Of Franklin Water & Wastewater Dept.; City Of Grand Rapids Water And Sewer Serv.; City Of Grandville; City Of Kendallville Utilities; City Of Port Huron Water Office; City Of Romulus; City Of Shreveport Office Of Water And Sewer; City Of Wauseon Ohio; Cobb County Water System; Cobb Energy; Columbia Gas Of Ohio; Constellation Newenergy; Consumers Energy; Delta Charter Township; Dominion East Ohio; DTE Energy; Frenchtown Water Department; Gallatin Department Of Electricity; Gallatin Public Utilities; Gas South; Gibson County Utility District; Gibson Electric Membership Corporation; Hartland Township; IGS Energy; Independence Township D.P.W.; Indiana Michigan Power; Jefferson County Sewer Service; Kenton Utilities; Lakeshore Energy Services; Lansing Board Of Water & Light; Louisville Gas & Electric; Louisville Water Company; M & B Gas Services; Mcallen Public Utilities; Michigan Gas Utilities; Middle Tennessee Electric Membership Corp.; Northeast Ohio Regional Sewer District; Northern Indiana Fuel And Light Co., Inc.; Ohio Edison; Ohio Gas Company; Ohio Gas Energy Services Company; Owensboro Municipal Utilities; People's Gas; Reliant Energy; Semco Energy; Southwestern Electric Power Company; The Dayton Power & Light Company; The Illuminating Company; Toledo Edison; Town Of Winnsboro; Vectren Energy Delivery; Village Of Byesville Water Department; Village Of Caro; Village Of Fowlerville; Warrior River Water Authority: Causes of action and/or claims including but not limited to collection actions; breach of contract.

Any and all pending federal and state tax actions and appeals.

Any and all pending prepetition litigation including but not limited to those with counter-parties American Capital Financial Services, Inc.; Andrew Ferber; Anthony Konovaliv; Arnold S. Joseff; Atek Thermoforming, Inc.; Chemical Technologies, Inc.; Chesley Collins; Coat-It, Inc.; Crestmark Bank; DBM Technologies, LLC; Eisenmann Corporation; Evgenij Dokov; Fluid Routing Solutions (Mark IV); Francois Prevot; Grand Haven Plastics, Inc.; Grupo-Antoliln-Wayne; Grupo Antolin Primera Automotive Systems, LLC; Huron Plastics Group, Inc.; Jolly Corbitt; Lacks Exterior Systems, LLC; Lacks Trim Systems; Legendary Logistics, Inc.; Ocean Ridge Capital Advisors, LLC; Opal Corbitt; Philip Martens; Phoenix Quality Inspections, Inc.; Power Recruiting, Inc.; Product Action International, Inc.; Product Action International, LLC; R & R Three, Inc.; Steven M. Burke; The MAS Litigation Trust; TKA Plastics, Inc.; TRW Safety Systems; VEDA, Inc.; Tina Duvall.

Any and all entities asserting claims under Bankruptcy Code section 503(b) against one or more of the Debtors, whether based upon claims filed on the Debtors' claims registry or equitably asserted.

Any and all entities asserting secured claims against one or more of the Debtors, whether based upon claims filed on the Debtors' claims registry or equitably asserted.

Any and all entities asserting claims under Bankruptcy Code section 507 against one or more of the Debtors, whether based upon claims filed on the Debtors' claims registry or equitably asserted.

**EXHIBIT C**

**NON-EXCLUSIVE LIST OF POTENTIAL DEFENDANTS OF CAUSES OF ACTION AND  
AVOIDANCE ACTIONS**

**BLACKLINE OF REVISIONS**

## **EXHIBIT C**

### **TO**

#### **SECOND AMENDED JOINT PLAN OF LIQUIDATION PROPOSED BY PLASTECH ENGINEERED PRODUCTS, INC., ITS SUBSIDIARY DEBTORS AND THE OFFICIAL COMMITTEE OF UNSECURED CREDITORS**

#### **NON-EXCLUSIVE LIST OF POTENTIAL DEFENDANTS OF CAUSES OF ACTION AND AVOIDANCE ACTIONS<sup>1</sup>**

Advanced EC, LLC: Causes of action and claims based on pre- and post-petition resin purchases and other transactions including but not limited to breach of contract; avoidance actions; equitable subordination; substantive consolidation; collection of accounts receivable.

Aon Risk Services Central, Inc. (f/k/a Aon Risk Services, Inc. of Michigan) (d/b/a Aon Risk Insurance Services Central, Inc.) and all affiliates thereof: Causes of action and/or claims including but not limited to those based on potential insurance claims.

Don Coates: Causes of action and/or claims relating to mistaken payroll payments in the amount of \$14,000 including but not limited to collection actions.

Creative Liquid Coatings, Inc.: Causes of action and/or claims based on pre- and post-petition transactions including but not limited to breach of contract; avoidance actions; collection of accounts receivable.

Decoma International of America, Inc.: Causes of action and claims including but not limited to breach of contract; equitable subordination; conversion.

Human Heritage Engineering: Causes of action and claims based on pre- and post-petition transactions including but not limited to breach of contract; avoidance actions; equitable subordination; collection of accounts receivable.

Jamestown Automotive, Inc.: Causes of action and claims based on breach of contract; conversion; tort.

JCIM, LLC: Causes of action and claims based on breach of contract; conversion; tort.

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<sup>1</sup> **ALL POTENTIAL CLAIMS AND/OR CAUSES OF ACTION, WHETHER NOTED HEREIN OR OTHERWISE, WILL BE INVESTIGATED AND PURSUED FOLLOWING CONFIRMATION OF THE SECOND AMENDED JOINT PLAN OF LIQUIDATION PROPOSED BY PLASTECH ENGINEERED PRODUCTS, INC., ITS SUBSIDIARY DEBTORS AND THE OFFICIAL COMMITTEE OF UNSECURED CREDITORS AND ACCORDINGLY ALL CAUSES OF ACTION AND CLAIMS, WHETHER NOTED BELOW OR OTHERWISE, ARE EXPRESSLY RETAINED AND NOT WAIVED.**

Landmark American Insurance Company: Causes of action and/or claims including but not limited to those based on potential insurance claims.

Norm Katz: Causes of action and/or claims including but not limited to those based on turnover actions.

Northland Insurance: Causes of action and/or claims including but not limited to those based on potential insurance claims.

O.E.M./Erie, Inc.: Causes of action and/or claims including but not limited to those based on breach of contract and turnover actions.

Plastech Holding Corporation: Causes of action and claims based on pre- and post-petition transactions including but not limited to breach of contract; avoidance actions; equitable subordination; collection of accounts receivable.

RSUI Group, Inc.: Causes of action and/or claims including but not limited to those based on potential insurance claims.

Travelers and all affiliates thereof (including Travelers Indemnity Company Industrial Risk Insurers): Causes of action and/or claims including but not limited to those based on potential insurance claims.

Welsh Romulus LLC: Causes of action and/or claims including but not limited to those based on avoidance actions and powers.

Any and all employees or former employees receiving loans from one or more of the Debtors, including but not limited to Paul Williams (\$327,564.69); Andrew Nguyun (\$165,000.00); Regina Greear (\$4,750.00): Causes of action and/or claims including but not limited to collection actions; breach of contract; tort.

Any and all parties listed on Statement 3.b to each of the Debtors' Statements of Financial Affairs (including any amendments thereto) as receiving payments from one or more of the Debtors in the ninety (90) days preceding the Petition Date: Causes of action and/or claims including but not limited to those based on avoidance actions and powers.

Any and all parties listed on Statement 3.c to each of the Debtors' Statements of Financial Affairs (including any amendments thereto) as receiving payments from one or more of the Debtors in the one hundred eighty (180) days preceding the Petition Date: Causes of action and/or claims including but not limited to those based on avoidance actions and powers.

Any and all former directors, officers and insiders of one or more the Debtors including but not limited to James Beining; Joseph E. Blake; Gary E. Borushko; Julie N. Brown; James A. Brown; Dale Carson; Michael K. Chiado; David Cole; Gary Convis; Matthew A. DeMars; Jeffrey R. Engel; James E. Englehart; John Eppekl; Patrick Flanagan; Bradley N. Frederick; Paul S. Gorcyca; James W. Griffith; Scott Kehoe; David E. Leblanc; Mark R. Lohmann; Ronald Majeske; Phil

2 DeltaView comparison of pcdocs://wilsr01a/556166/5 and pcdocs://wilsr01a/556166/6.  
Performed on 11/25/2008.



Martens; Richard Miller; E. Michael Mutchler; June Nagle; Timothy O'Keefe; Charles Ross; Lauren Rousseau; Stephen R. Schafer; Kelvin W. Scott; Robert A. Sladewski; Peter Smidt; Gordon J. Steil; Rodney A. Turton; Christopher M. Williams; Paul F. Williams: Causes of action and/or claims including but not limited to those not released pursuant to the Second Amended Joint Plan Of Liquidation Proposed By Plastech Engineered Products, Inc., Its Subsidiary Debtors And The Official Committee Of Unsecured Creditors and/or the Committee Settlement (Docket No. 2005), the Brown Settlement (Docket No. 2005), the Term Lender Settlement (Docket No. 2006), the Funding Agreement (Docket No. 2008) and/or the Intercreditor Settlement (Docket No. 2005).

Any and all customers with outstanding accounts receivable balances including but not limited to Acord Holdings, LLC; Adac Plastics Inc.; Advanced Env Concepts, LLC; Alex Products, Inc.; Alma Products Company; Alps Automotive; Ami – Doduco; Ard Logistics (Jci) Hierarchy; Arvin Meritor; Auto Alliance Hierarchy; Automotive Lighting Corporation; Automotive Technologies Sys.; Autoseat, S.A. De C.V.; Baxter Enterprises; Behr Industries Corporation; Bharat Forge Ltd; Blackhawk Automotive Plastics; Bridgewater Hierarchy; Briggs & Stratton Corporation; Cadillac Products Automotive; Chrysler C/O Bbk Limited; CNI - Owosso, LLC; Collins & Aikman; Contitech Group Of Continental Ag; Creative Liquid Coating; Cummins S. De R.L. De C.V.; CVG Trim Systems; Dana Fluid Systems--Archbold Div.; Delphi E & S Deltronics; Delphi Hierarchy; Eagle Plastics Corp ; Ernest Industries Co.; Eteron Inc.; Faurecia Automotive Seating; Fenix Development LLC; Fluid Routing Solutions, Inc.; ~~Ford Component Sales, LLC;~~ Freightliner Hierarchy; General Binding Corporation; General Motors Corporation; Geo-Tech Polymers ; GT Industries; Hematite Manufacturing; TRW; Hillsdale Automotive-Traverse City; Hoffman Enclosures; Hope Global Of Detroit; HPJ Industries Inc.; Hytrol Mfg IAC; Innertech – Intier; Ingram Seating; Integrated Logistics; International Automotive Components; Inteva Products, LLC; Intier Automotive Seating; Iroquios; Irvin Automotive (Jaropamex); Isuzu Motors America, Inc.; J.G. Kern Enterprises, Inc.; Jabil Circuit LLC; Johnson Controls; Kelsey Hayes Company; Kensa, LLC; Key Plastics Italy S.R.L.; Key Safety Systems, Inc.; Kielert-CS; Kimball Electronics Group; Lacks Trim Systems; Lakeshore Diversified Products; Lear Hierarchy; Library Steel Suppliers; Maflow Iberica, S.L.; Magna Engineering Center Gmbh (Mec); Manufacturers Industrial Group; Mazda North American Operations; MCI Service Parts, Inc.; Melitron Corporation; Meridian Automotive Systems, Inc.; Meritor Automotive, Inc.; Mitsubishi Motors Hierarchy; Molded Fiber Glass North Carolina; MT Precision Systems LLC.; Nascote; Navistar Hierarchy; Norplas Industries, Inc.; Performance Metal Fabricators, Inc.; PMF International; Polycon Industries; Proform Industries; Qad Hierarchy; Reactive Resin Products; Remington Arms Co., Inc.; Rieter Automotive Great Britain; Rimply; Saturn Electronics & Engineering; Schneider Logistics, Inc.; Setex Inc, LSC; Siegel Robert Inc.; Simco Automotive; Span Manufacturing (JCI) Hierarchy; Specific Cruise Systems; Standard Motor Products; Subaru Isuzu Automotive; Summit Polymers Inc Plant 12; Supply Technologies; Swagelok Company; Takata Seat Belts Inc.; Techcraft Seating Systems; Tedrive Steering Gmbh; Ternes Procurement Annex; TG Minto Corporation; TG Missouri Corporation; The Electric Controller And; The Material Group; Toledo Mold & Die; Toyota Hierarchy; Trim Masters Plant; Trim X Technologies; Trimquest (JCI) Hierarchy; TS Tech Alabama; Unipart Group Ltd; Valeo Switches & Detection; Venchurs Inc; Ventra Plastics Peterborough; Versatrim Division Of Magna; Visteon Component Sales Group; Vivatar; Williams Controls Industries Inc.; Windsor Machine; Workhorse Custom Chassis: Causes of action and/or claims including but not limited to collection actions; breach of contract.

3 DeltaView comparison of pcdocs://wilsr01a/556166/5 and pcdocs://wilsr01a/556166/6.  
Performed on 11/25/2008.

Any and all present and former utility service providers holding pre- or postpetition deposits including but not limited to Alabama Gas Corporation; Alabama Power; American Electric Power Ohio; Andover Village Water/Sewer Department; Ashley Warren, LLC; Atmos Energy; Bryan Municipal Utilities; Centerpoint Energy; City Of Auburn Hills Utility Billing Dept.; City Of Cleveland Division Of Water; City Of Croswell Utilities; City Of Dearborn Water And Sewerage; City Of Elwood Utilities; City Of Franklin Stormwater Dept.; City Of Franklin Water & Wastewater Dept.; City Of Grand Rapids Water And Sewer Serv.; City Of Grandville; City Of Kendallville Utilities; City Of Port Huron Water Office; City Of Romulus; City Of Shreveport Office Of Water And Sewer; City Of Wauseon Ohio; Cobb County Water System; Cobb Energy; Columbia Gas Of Ohio; Constellation Newenergy; Consumers Energy; Delta Charter Township; Dominion East Ohio; DTE Energy; Frenchtown Water Department; Gallatin Department Of Electricity; Gallatin Public Utilities; Gas South; Gibson County Utility District; Gibson Electric Membership Corporation; Hartland Township; IGS Energy; Independence Township D.P.W.; Indiana Michigan Power; Jefferson County Sewer Service; Kenton Utilities; Lakeshore Energy Services; Lansing Board Of Water & Light; Louisville Gas & Electric; Louisville Water Company; M & B Gas Services; Mcallen Public Utilities; Michigan Gas Utilities; Middle Tennessee Electric Membership Corp.; Northeast Ohio Regional Sewer District; Northern Indiana Fuel And Light Co., Inc.; Ohio Edison; Ohio Gas Company; Ohio Gas Energy Services Company; Owensboro Municipal Utilities; People's Gas; Reliant Energy; Semco Energy; Southwestern Electric Power Company; The Dayton Power & Light Company; The Illuminating Company; Toledo Edison; Town Of Winnsboro; Vectren Energy Delivery; Village Of Byesville Water Department; Village Of Caro; Village Of Fowlerville; Warrior River Water Authority: Causes of action and/or claims including but not limited to collection actions; breach of contract.

Any and all pending federal and state tax actions and appeals.

Any and all pending prepetition litigation including but not limited to those with counter-parties American Capital Financial Services, Inc.; Andrew Ferber; Anthony Konovaliv; Arnold S. Joseff; Atek Thermoforming, Inc.; Chemical Technologies, Inc.; Chesley Collins; Coat-It, Inc.; Crestmark Bank; DBM Technologies, LLC; Eisenmann Corporation; Evgenij Dokov; Fluid Routing Solutions (Mark IV); Francois Prevot; Grand Haven Plastics, Inc.; Grupo-Antoliln-Wayne; Grupo Antolin Primera Automotive Systems, LLC; Huron Plastics Group, Inc.; Jolly Corbitt; Lacks Exterior Systems, LLC; Lacks Trim Systems; Legendary Logistics, Inc.; Ocean Ridge Capital Advisors, LLC; Opal Corbitt; Philip Martens; Phoenix Quality Inspections, Inc.; Power Recruiting, Inc.; Product Action International, Inc.; Product Action International, LLC; R & R Three, Inc.; Steven M. Burke; The MAS Litigation Trust; TKA Plastics, Inc.; TRW Safety Systems; VEDA, Inc.; Tina Duvall.

Any and all entities asserting claims under Bankruptcy Code section 503(b) against one or more of the Debtors, whether based upon claims filed on the Debtors' claims registry or equitably asserted.

Any and all entities asserting secured claims against one or more of the Debtors, whether based upon claims filed on the Debtors' claims registry or equitably asserted.

Any and all entities asserting claims under Bankruptcy Code section 507 against one or more of the Debtors, whether based upon claims filed on the Debtors' claims registry or equitably asserted.

Document comparison done by DeltaView on Tuesday, November 25, 2008 5:06:33 PM

Input:	
Document 1	pcdocs://wilsr01a/556166/5
Document 2	pcdocs://wilsr01a/556166/6
Rendering set	Option 3a strikethrough double score no moves

Legend:	
<u>Insertion</u>	
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Style change	
Format change	
Moved deletion	
Inserted cell	
Deleted cell	
Moved cell	
Split/Merged cell	
Padding cell	

Statistics:	
	Count
Insertions	0
Deletions	1
Moved from	0
Moved to	0
Style change	0
Format changed	0
Total changes	1

6 DeltaView comparison of pcdocs://wilsr01a/556166/5 and pcdocs://wilsr01a/556166/6.  
Performed on 11/25/2008.

**EXHIBIT F**

**SUPPLEMENTAL SECTION 502(d) OBJECTION NOTICE**

IN THE UNITED STATES BANKRUPTCY COURT  
FOR THE EASTERN DISTRICT OF MICHIGAN  
SOUTHERN DIVISION

- - - - - X  
:  
In re: : Chapter 11  
:  
PLASTECH ENGINEERED : Case No. 08-42417 (PJS)  
PRODUCTS, INC., et al.,<sup>1</sup> :  
:  
Debtors. : Jointly Administered  
- - - - - X

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SUPPLEMENTAL<sup>2</sup> SECTION 502(d) OBJECTION NOTICE

TO: THE HOLDER OF SECTION 503(B)(9) CLAIMS IDENTIFIED  
IN EXHIBIT A

PLEASE TAKE NOTICE OF THE FOLLOWING:

The additional Claimant (defined below) identified in Exhibit A, attached hereto, is hereby notified that any claims asserted by such Claimant in the chapter 11 cases of the above-captioned debtors and debtors in possession (the "Debtors") may be subject to an objection based upon section 502(d) of 11 U.S.C. §§ 101-1532 (the "Bankruptcy Code").

On April 21, 2008, the United States Bankruptcy Court for the Eastern District of Michigan (the "Court") entered an order establishing certain

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<sup>1</sup> The Debtors are the following entities: Plastech Engineered Products, Inc., LDM Technologies, Inc., Plastech Frenchtown, Inc., Plastech Decorating Systems, Inc., Plastech Exterior Systems, Inc., Plastech Romulus, Inc., MBS Polymet, Inc., LDM Holding Canada, Inc., and LDM Holding Mexico, Inc.

<sup>2</sup> This notice is supplemented from the original filed on November 14, 2008 at Docket No. 3658 to add the additional Claimant identified on Exhibit A hereto that was inadvertently omitted from the original notice.

claims procedures and setting May 30, 2008 at 4:00 p.m. (EST) as the bar date for holders of all claims asserted under section 503(b)(9) of the Bankruptcy Code (the "503(b)(9) Claims") to file requests for payment of such claims (Docket No. 1083) (the "503(b)(9) Order"). By order entered August 4, 2008 (Docket No. 2368), the Court supplemented and amended the 503(b)(9) Order (the "Supplemental 503(b)(9) Order"). The Supplemental 503(b)(9) Order requires the Debtors to give notice to all claimants who have asserted a 503(b)(9) Claim (the "Claimants") to which the Debtors believe they will or might file an objection pursuant to Bankruptcy Code section 502(d).

On July 24, 2008, the Debtors filed their Supplemental Brief in Opposition to 503(b)(9) Motions of Vivatar, Inc., NB Coatings USA, and Harman Becker Automotive Systems, Inc. (Docket No. 2277) (the "Supplemental Brief"), in which Supplemental Brief the Debtors argued that section 502(d) of the Bankruptcy Code applies to requests for administrative expense priority under section 503(b)(9) of the Bankruptcy Code (the "502(d) Objection"). On September 16, 2008, the Court issued an opinion holding that section 502(d) does not apply to 503(b)(9) Claims (Docket No. 2929) (the "502(d) Opinion") and entered several orders overruling the Debtors' 502(d) Objection with respect to a number of Claimants (Docket Nos. 2931-2938) (the "502(d) Orders"). On September 25, 2008, the Debtors appealed the 502(d) Orders entered with respect to the 503(b)(9) Claims of Harman Becker Automotive Systems, Inc. and NB Coatings USA (Docket Nos. 3010 and 3011). Additionally, the Debtors have advised each of the remaining Claimants that they intend to appeal their respective 502(d) Orders when such orders become final for the purposes of appeal. While the appeals are pending, and in order to preserve their rights, the Debtors will continue to object to 503(b)(9) Claims on the basis of Bankruptcy Code section 502(d).

Accordingly, and in conformity with the Debtors' Second Amended Joint Plan of Liquidation Proposed by Plastech Engineered Products, Inc., Its

Subsidiary Debtors and the Official Committee of Unsecured Creditors (Docket No. 3421) (the "Plan"), the Debtors hereby supplement the Section 502(d) Notice filed with the Court on November 14, 2008 (Docket No. 3658) to include the Claimant identified in Exhibit A, attached hereto, and notify such Claimant that its 503(b)(9) Claims, as well as any other claims that it has asserted against the Debtors may be subject to a 502(d) Objection.

Dated: Detroit, Michigan  
November 25, 2008

/s/ Gregg M. Galardi  
Gregg M. Galardi  
Sarah E. Pierce  
Kristhy M. Peguero  
Skadden, Arps, Slate, Meagher & Flom LLP  
One Rodney Square  
P.O. Box 636  
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- and -

Deborah L. Fish (P36580)  
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Detroit, Michigan 46226  
(313) 961-6141  
dfish@allardfishpc.com

Counsel for Debtors and  
Debtors in Possession



EXHIBIT A

ADDITIONAL CLAIMANT SUBJECT TO 502(d) OBJECTION

1. UNIQUE FABRICATING, INC.

**Miscellaneous:**

[08-42417-pjs Plastech Engineered Products, Inc.](#)

Type: bk

Chapter: 11 v

Office: 2 (Detroit)

Judge: pjs

Assets: y

Case Flag: TranscriptREQ,  
JNTADMN, PlnDue

**U.S. Bankruptcy Court****Eastern District of Michigan****Notice of Electronic Filing**

The following transaction was received from Gregg Galardi entered on 12/2/2008 at 4:28 PM EST and filed on 12/2/2008

**Case Name:** Plastech Engineered Products, Inc.

**Case Number:** [08-42417-pjs](#)

**Document Number:** [3942](#)

**Docket Text:**

*Exhibit Notice of Filing of Revised Exhibits B and C and Supplemental Exhibit F to Plan Supplement to Second Amended Joint Plan of Liquidation Proposed by Plastech Engineered Products, Inc., its Subsidiary Debtors and the Official Committee of Unsecured Creditors* Filed by Debtor In Possession Plastech Engineered Products, Inc. (RE: related document(s)[3653] Exhibit). (Galardi, Gregg)

The following document(s) are associated with this transaction:

**Document description:**Main Document

**Original filename:**C:\temp\CONVERT\Plastech - Plan Supplement.pdf

**Electronic document Stamp:**

[STAMP bkecfStamp\_ID=1068232149 [Date=12/2/2008] [FileNumber=15467557-0] [3b7627545666738838760c10ff1d3526917d19fa2968f7d41daabd6bb7b353c4cd7a2c01658be4f4355667429731e66ce25d9addae640488eadbe8a862a80e0]]

**08-42417-pjs Notice will be electronically mailed to:**

John G. Adam jga@martensice.com, jefferson@martensice.com

Steven Alexsy salexsy@seyburn.com, bsharp@seyburn.com

Joel D. Applebaum japplebaum@clarkhill.com

Josef S. Athanas josef.athanas@lw.com, chefiling@lw.com

Robert J. Bahret rbahret@bahret-law.com