

TRADEMARK ASSIGNMENT

Electronic Version v1.1
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SUBMISSION TYPE:	NEW ASSIGNMENT
NATURE OF CONVEYANCE:	RELEASE BY SECURED PARTY

CONVEYING PARTY DATA

Name	Formerly	Execution Date	Entity Type
Silver Point Finance, LLC, as agent (by operation of law)		08/13/2009	LIMITED LIABILITY COMPANY:
The Bank of New York Commercial Corp., as agent (by operation of law)		08/13/2009	CORPORATION:

RECEIVING PARTY DATA

Name:	Centrum Equities XV, LLC
Street Address:	15 Century Blvd.
Internal Address:	Suite 600
City:	Nashville
State/Country:	TENNESSEE
Postal Code:	37214
Entity Type:	LIMITED LIABILITY COMPANY: DELAWARE

PROPERTY NUMBERS Total: 4

Property Type	Number	Word Mark
Registration Number:	1771336	READY-CORE
Registration Number:	1769969	LEMASTER ADAPTER
Registration Number:	3052709	TRUCK TOUGH
Registration Number:	3265528	TRACTOR TOUGH

CORRESPONDENCE DATA

Fax Number: (414)297-4900
 Email: eschmalz@foley.com
Correspondence will be sent to the e-mail address first; if that is unsuccessful, it will be sent via US Mail.
 Correspondent Name: Eric M. Schmalz
 Address Line 1: 777 E Wisconsin Ave
 Address Line 4: Milwaukee, WISCONSIN 53202

TRADEMARK

ATTORNEY DOCKET NUMBER:	096501-0112
NAME OF SUBMITTER:	Eric M. Schmalz
Signature:	/Eric M. Schmalz/
Date:	01/23/2012

Total Attachments: 112

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IN THE UNITED STATES BANKRUPTCY COURT
FOR THE DISTRICT OF DELAWARE

-----X
In re : Chapter 11
PROLIANCE INTERNATIONAL, INC., *et al.*,¹ : Case No. 09-12278 (CSS)
Debtors. : (Jointly Administered)
-----X

**ORDER AUTHORIZING AND APPROVING
(I) THE SALE OF CERTAIN ASSETS FREE AND CLEAR
OF ALL LIENS, INTERESTS, CLAIMS AND ENCUMBRANCES;
(II) THE ASSUMPTION AND ASSIGNMENT OF CERTAIN EXECUTORY
CONTRACTS AND UNEXPIRED LEASES; AND (III) RELATED RELIEF²**

Upon the motion of the above-captioned debtors and debtors-in-possession (collectively, the "Debtors"), pursuant to sections 105(a), 363 and 365 of title 11 of the United States Code (the "Bankruptcy Code"), Federal Rules of Bankruptcy Procedure 2002, 6004, 6006, 9007 and 9014 (the "Bankruptcy Rules") and Local Rule 6004-1 of the United States Bankruptcy Court for the District of Delaware (the "Local Rules"), for entry of an order authorizing and approving, among other things, (i) the sale of certain assets free and clear of liens, claims and encumbrances, (ii) the assumption and assignment of executory contracts and unexpired leases and (iii) related relief (Docket No. 19) (the "Motion")³ and the Order (A) Approving Bidding

¹ The Debtors are the following four entities (the last four digits of their respective taxpayer identification numbers, if any, follow in parentheses): Proliance International, Inc. (7383); Aftermarket Delaware Corporation (9862); Aftermarket LLC; and Proliance International Holding Corporation (9275). The address of each of the Debtors is 100 Gando Drive, New Haven, Connecticut 06513.

² Findings of fact shall be construed as conclusions of law, and conclusions of law shall be construed as findings of fact when appropriate. See Fed. R. Bankr. P. 7052.

³ Capitalized terms not otherwise defined herein shall have the meanings given to them in the Motion or Purchase Agreement, attached as Exhibit A hereto.

Procedures For The Sale Of Certain Assets, (B) Authorizing The Debtors To Offer Certain Bid Protections and (C) Scheduling Final Sale Hearing And Approving Form And Manner Of Notice Thereof (Docket No. 137) (the "Bidding Procedures Order"); and it appearing that due and appropriate notice of the Motion, the Bidding Procedures Order, the Bidding Procedures, the Auction, the Sale Hearing, and the assumption and assignment of the Assumed Contracts has been provided; and it appearing that no other notice of the relief granted by this Order need be given; and the Court having conducted a hearing on the Motion on August 13, 2009 (the "Sale Hearing") at which time all interested parties were offered an opportunity to be heard with respect to the Motion; and the Debtors having conducted a marketing process in compliance with the Bidding Procedures Order and determined that the Buyer has submitted the highest and best bid for the Purchased Assets; and all parties in interest having been heard, or having had the opportunity to be heard, regarding entry of this Order and approval of the Sale Transaction and the Purchase Agreement; the assumption and assignment of the Assumed Contracts; and this Court being fully advised in the premises; this Court, based upon the arguments, testimony and evidence presented to it, hereby makes the following Findings of Fact and Conclusions of Law.

IT IS HEREBY FOUND AND DETERMINED THAT:

A. This Court has jurisdiction to hear and determine the Motion and to grant the relief requested in the Motion pursuant to 28 U.S.C. §§ 157 and 1334. Venue of these cases and the Motion in this district is proper under 28 U.S.C. §§ 1408 and 1409.

B. This Order constitutes a final and appealable order within the meaning of 28 U.S.C. § 158(a). To any extent necessary under Bankruptcy Rule 9014 and Rule 54(b) of the

Federal Rules of Civil Procedure as made applicable by Bankruptcy Rule 7054, this Court expressly finds that there is no just reason for delay in the implementation of this Order, and expressly directs entry of judgment as set forth herein.

C. This proceeding is a "core proceeding" within the meaning of 28 U.S.C. § 157(b)(2)(A), (N) and (O).

D. The statutory predicates for the Motion are sections 105, 363 and 365 of the Bankruptcy Code, Bankruptcy Rules 2002, 6004, 6006 and 9014 and Local Rule 6004-1.

E. The Purchased Assets and the Assumed Contracts are property of the Debtors' Proliance International, Inc. ("Proliance"), Aftermarket LLC ("Aftermarket") and Proliance International Holding Corporation ("PIHC," and, together with Proliance and Aftermarket, the "Sellers") estates and title thereto is vested in the Sellers.

F. As evidenced by the affidavits of service filed with the Court, and based upon the representations of counsel at the Sale Hearing, (i) proper, timely and adequate notice of the Motion, the Sale Hearing, the Sale Transaction, the Auction, the Bid Deadline, the assumption and assignment of the Assumed Contracts and the Cure Amounts as approved herein has been provided in accordance with Bankruptcy Rules 2002, 6004, 6006 and 9014, (ii) such notice was good, sufficient and appropriate under the circumstances and (iii) no other or further notice of the Motion, the Sale Hearing, the Sale Transaction, the Auction, the Bid Deadline or the assumption and assignment of the Assumed Contracts as provided herein is necessary or shall be required.

G. On July 23, 2009, the Debtors filed the Assumption and Assignment Schedule with the Court and served a copy of the Cure Notice on each party to an Assumed Contract.

H. A reasonable opportunity to object or be heard with respect to the Motion, the Sale Transaction and the assumption and assignment of the Assumed Contracts has been

afforded to all interested persons and entities, including without limitation: (i) the Office of the United States Trustee for the District of Delaware (the "U.S. Trustee"), (ii) counsel for the Buyer, (iii) counsel for the Committee, (iv) counsel to the Debtors' prepetition secured lenders, (v) all entities known to have expressed an interest in the proposed sale with respect to the Purchased Assets, (vi) all entities known to have asserted any Lien upon the Purchased Assets, (vii) all counterparties to the Assumed Contracts, (viii) the United States' Attorney's Office, (ix) the United States Department of Justice, (x) the Securities and Exchange Commission, (xi) the Internal Revenue Service, (xii) the Pension Benefit Guaranty Corporation and (xiii) all other parties who filed requests for notice under Bankruptcy Rule 2002 in these cases.

I. The Debtors did not receive any Qualified Bids, other than the Buyer's Qualified Bid, prior to the Bid Deadline. Accordingly, pursuant to the Bidding Procedures Order, no Auction was conducted by the Debtors, and the Buyer was deemed the Successful Bidder with the highest and best offer for the Purchased Assets.

J. The Buyer is purchasing the Purchased Assets in good faith and is a good faith purchaser within the meaning of section 363(m) of the Bankruptcy Code, and is therefore entitled to the protection of that provision.

K. The Purchase Agreement was negotiated, proposed and entered into by the Sellers and the Buyer without collusion, in good faith and from arms'-length bargaining positions. Neither the Sellers nor the Buyer have engaged in any conduct that would cause or permit the Sale Transaction or any part of the transactions contemplated by the Purchase Agreement to be avoidable under section 363(n) of the Bankruptcy Code.

L. As demonstrated by (i) the testimony and other evidence proffered or adduced at the Sale Hearing, and (ii) the representations of counsel made on the record at the Sale Hearing,

the Debtors afforded interested potential purchasers a full and fair opportunity to qualify as Qualified Bidders under the Bidding Procedures and to submit an offer for the Purchased Assets.

M. The Buyer is not an "insider" of any of the Debtors as that term is defined in section 101(31) of the Bankruptcy Code.

N. The consideration provided by the Buyer for the Purchased Assets pursuant to the Purchase Agreement (i) is fair and reasonable, (ii) is the highest and best offer for the Purchased Assets, (iii) will provide a greater recovery for all of the Debtors' stakeholders than would be provided by any other practical available alternative and (iv) constitutes reasonably equivalent value and fair consideration under the Bankruptcy Code, the Uniform Fraudulent Transfer Act and all other applicable laws.

O. The Buyer is not purchasing all of the Sellers' assets. The Buyer is purchasing only the Purchased Assets. The Buyer is not purchasing the Excluded Assets.

P. The Sellers are not assuming and assigning all of their contracts and leases to the Buyer. The Sellers are only assuming and assigning the Assumed Contracts to the Buyer. The Sellers are not assuming and assigning any contract or lease that is an Excluded Asset to the Buyer.

Q. The Debtors have demonstrated a sufficient basis and compelling circumstances requiring them to enter into the Purchase Agreement, sell the Purchased Assets and assume and assign the Assumed Contracts under sections 363 and 365 of the Bankruptcy Code, and such actions are appropriate exercises of the Debtors' business judgment and are in the best interests of the Debtors, their estates and their creditors. As more fully set forth in the Motion and as demonstrated at the Sale Hearing, such business reasons include, but are not limited to, the fact that (i) there is substantial risk of deterioration of the value of the Purchased Assets if the sale of

the Purchased Assets to the Successful Bidder free and clear of all liens, claims, interests and encumbrances (the "Sale Transaction") is not consummated quickly, (ii) the Purchase Agreement constitutes the highest and best offer for the Purchased Assets, (iii) the Purchase Agreement and the Sale Transaction present the best opportunity to realize the value of the Debtors on a going concern basis and avoid decline and devaluation of the Debtors' business and (iv) creditors' recoveries may be diminished unless the Sale Transaction is concluded expeditiously as provided for in the Motion and pursuant to the Purchase Agreement.

R. Assumption and assignment of the Assumed Contracts is in the best interests of the Debtors' estates and their creditors. The Debtors have complied with the provisions of the Bidding Procedures Order regarding the provision of notice to the counterparties of the Assumed Contracts of the proposed assumption and assignment of the Assumed Contracts and the related Cure Amounts. Such notice was sufficient to provide all counterparties an opportunity to object to the proposed assumption and assignment of the Assumed Contracts. All counterparties that have not objected to the proposed assumption and assignment of the Assumed Contracts are deemed to consent to the assumption and assignment of their respective Assumed Contracts and to the Cure Amounts.

S. The Sellers have full authority and power to execute and deliver the Purchase Agreement and related agreements and all other documents contemplated by the Purchase Agreement, to perform their obligations therein, and to consummate the Sale Transaction. No other consents or approvals are necessary or required for the Sellers to enter into the Purchase Agreement, perform their obligations therein and consummate the Sale Transaction.

T. The Buyer would not have entered into the Purchase Agreement and would not consummate the Sale Transaction, thus adversely affecting the Debtors, the Debtors' estates and

the Debtors' creditors, if the Sale Transaction and the assumption and assignment of the Assumed Contracts were not free and clear of all liens, claims, interests and encumbrances or if the Buyer would, or in the future could, be liable for any of the Liens.

U. The provisions of section 363(f) of the Bankruptcy Code have been satisfied. All holders of Liens who did not object, or withdrew their objections to the Sale Transaction, are deemed to have consented to the Sale Transaction.

IT IS HEREBY ORDERED, ADJUDGED AND DECREED, EFFECTIVE IMMEDIATELY, AS FOLLOWS:

1. The relief requested in the Motion is granted and approved in all respects. The Purchase Agreement, the Sale Transaction and the assumption and assignment of the Assumed Contracts are hereby approved in all respects. Any objections to the relief sought in the Motion that have not been previously resolved or withdrawn are hereby overruled on their merits.

2. The Sellers are authorized and directed to take any and all actions necessary or appropriate to (a) consummate the Sale Transaction (including, without limitation, to convey to the Buyer any and all of the Purchased Assets and the Assumed Contracts intended to be conveyed) and the Closing in accordance with the Motion, the Purchase Agreement and this Order, and (b) perform, consummate, implement and close fully the Sale Transaction, the assumption and assignment of the Assumed Contracts and the Closing, together with all additional instruments and documents, including the Transition Services Agreement (as defined below), that may be reasonably necessary or desirable to implement the Purchase Agreement.

3. Those (a) holders of Liens and (b) non-Debtor parties to Assumed Contracts who did not object, or who withdrew their objections to entry of this Order, the Motion, the Bidding Procedures Order, the Sale Hearing, the Sale Transaction and the Purchase Agreement are

deemed to have consented to this Order, the Bidding Procedures Order, the Sale Transaction and the Purchase Agreement pursuant to section 363(f)(2) of the Bankruptcy Code. Those (a) holders of Liens and (b) non-Debtor parties to Assumed Contracts who did object, if any, fall within one or more of the other subsections of section 363(f) of the Bankruptcy Code and are adequately protected by having their Liens, if any, attach to the proceeds of the Sale Transaction ultimately attributable to the property against or in which they assert a Lien.

Sale and Transfer of the Purchased Assets

4. Upon the Closing, the Purchased Assets transferred, sold and delivered to the Buyer shall be free and clear of all Liens (including, without limitation, all Retained Liabilities) of any person or entity that encumber or relate to or purport to encumber or relate to the Purchased Assets, other than Permitted Liens or Liens on the assets of any non-Debtor. The transfer of the Purchased Assets to the Buyer constitutes a legal, valid and effective transfer of the Purchased Assets and shall vest the Buyer with all right, title and interest of the Sellers in and to the Purchased Assets. The Purchased Assets do not include consigned goods held by the Debtors pursuant to consignment agreements, including, among others, the consigned goods held by the Debtors pursuant to that certain Consignment Agreement between Norca Heat Transfer, LLC and Proliance.

5. Upon Closing of the Sale Transaction, this Order shall be construed as, and shall constitute for any and all purposes, a full and complete general assignment, conveyance and transfer of all of the Purchased Assets or a bill of sale transferring good and marketable title in such Purchased Assets to the Buyer pursuant to the terms of the Purchase Agreement.

6. Effective on the date of entry of this Order, except for Permitted Liens and the Assumed Liabilities, all entities, including, but not limited to, the Debtors, creditors, employees,

former employees and shareholders, the non-Debtor parties to the Debtors' executory contracts and unexpired leases, administrative agencies, tax and regulatory authorities, governmental departments, secretaries of state, federal, state and local officials, maintaining any authority relating to environmental laws, and their respective successors or assigns, including, but not limited to, persons asserting any Lien against the Debtors' estates or any of the Purchased Assets, irrespective of any action commenced which contests the Sellers' authority to sell and transfer the Purchased Assets or which seeks to enjoin such sale and/or transfer, shall be permanently and forever barred, restrained and enjoined from commencing or continuing in any manner any action or other proceeding of any kind against the Buyer as alleged successor or otherwise with respect to any Liens on or in respect of the Purchased Assets or arising out of or related to the Sale Transaction.

7. Each and every term and provision of the Purchase Agreement, together with the terms and provisions of this Order, shall be binding in all respects upon all entities, including, but not limited to, the Sellers, the Buyer, creditors, employees, former employees and shareholders, the non-Debtor parties to the Sellers' executory contracts and unexpired leases, administrative agencies, governmental departments, secretaries of state, federal, state and local officials, maintaining any authority relating to environmental laws, and their respective successors or assigns, including but not limited to persons asserting any Lien against or interest in the Sellers' estates or any of the Purchased Assets or the Assumed Contracts, irrespective of any action commenced which contests the Sellers' authority to sell and assign the Purchased Assets and Assumed Contracts, or which seeks to enjoin such sale and/or assignment, including any subsequent appointment of a trustee or other fiduciary under any section of the Bankruptcy Code.

8. Except for Permitted Liens and the Assumed Liabilities, all entities holding Liens of any kind and nature be and hereby are barred from asserting such Liens against the Buyer and/or the Purchased Assets and, effective upon the transfer of the Purchased Assets to the Buyer upon Closing, the Liens shall attach to the proceeds of the Sale Transaction with the same force, validity, priority and effect, if any, as the Liens formerly and against the Purchased Assets.

9. This Order (a) is and shall be effective as a determination that, upon Closing, all Liens (including, without limitation, all Retained Liabilities) existing as to the Purchased Assets conveyed to the Buyer have been and hereby are adjudged and declared to be unconditionally released, discharged and terminated, and (b) shall be binding upon and govern the acts of all entities, including all filing agents, filing officers, title agents, title companies, recorders of mortgages, recorders of deeds, registrars of deeds, administrative agencies or units, governmental departments or units, secretaries of state, federal, state and local officials and all other persons and entities who may be required by operation of law, the duties of their office, or contract, to accept, file, register or otherwise record or release any documents or instruments, or who may be required to report or insure any title or state of title in or to any of the Purchased Assets conveyed to the Buyer. All Liens of record as of the date of this Order shall be forthwith removed and stricken as against the Purchased Assets. All entities are authorized and specifically directed to strike all such recorded Liens against the Purchased Assets from their records, official and otherwise.

10. If any person or entity which has filed financing statements, mortgage, mechanics liens, lis pendens or other documents or agreements evidencing Liens on the Purchased Assets shall not have delivered to the Debtors prior to the Closing, in proper form for filing and executed by the appropriate parties, termination statements, instruments of satisfaction, releases

of liens and easements and any other documents necessary for the purpose of documenting the release of all Liens which the person or entity has or may assert with respect to the Purchased Assets, or the Assumed Contracts, the Sellers are hereby authorized and directed, and the Buyer is hereby authorized, to execute and file such statements, instruments, releases and other documents on behalf of such person or entity with respect to the Purchased Assets and the Assumed Contracts. Upon Closing of the Sale Transaction, each of the Sellers' creditors is authorized and directed to execute such documents and take all such actions as may be necessary to release their respective Liens against the Purchased Assets and the Assumed Contracts.

11. Upon consummation of the transactions contemplated by the Purchase Agreement, the Buyer shall not be deemed to be (a) a successor to the Sellers, (b) a de facto merger of the Buyer and the Sellers, (c) a mere continuation of the Sellers or (d) liable for any acts or omissions of the Sellers in the conduct of their businesses. Except as specifically provided in the Purchase Agreement, the Buyer shall have no liability or responsibility for any obligations of the Sellers arising under or related to the Purchased Assets. Without limiting the generality of the foregoing, and except as specifically provided in the Purchase Agreement, the Buyer shall not be liable for any claims against the Sellers or any of their predecessors or affiliates, other than as expressly provided for in the Purchase Agreement.

Assumption and Assignment of the Assumed Contracts

12. The Debtors are hereby authorized, in accordance with section 365(b)(1) and 365(f)(2) of the Bankruptcy Code, to (a) assume the Assumed Contracts, (b) sell, assign and transfer to the Buyer each of the Assumed Contracts, in each case free and clear of all Liens (including, without limitation, all Retained Liabilities) and (c) execute and deliver to the Buyer such assignment documents as may be necessary to sell, assign and transfer the Assumed

Contracts. Upon Closing, the Assumed Contracts shall be deemed assumed by the Debtors and assigned to the Buyer.

13. The Buyer has (a) cured, or will cure, or has provided adequate assurance of cure, any default existing prior to the date hereof under any of the Assumed Contracts set forth in Schedule 2.5(b) of the Purchase Agreement, within the meaning of section 365(b)(1)(A) of the Bankruptcy Code, and (b) provided compensation or adequate assurance of compensation to any party for any actual pecuniary loss suffered by such party as a result of a default prior to the date hereof under any of the Assumed Contracts, within the meaning of section 365(b)(1)(B) of the Bankruptcy Code. Further, the Sellers have cured or will cure, or have provided adequate assurance of cure, of any default existing prior to the date hereof under any of the Assumed Contracts set forth in Schedule 2.5(a) of the Purchase Agreement within the meaning of section 365(b)(1)(A) of the Bankruptcy Code and the Sellers are hereby authorized to pay any Cure Amounts in respect of Assumed Contracts set forth in Schedule 2.5(a) of the Purchase Agreement from cash on hand in the Debtors' concentration / disbursement account at Wachovia Bank with the account number ending in 3175 (the "Wachovia Concentration Account"). The Buyer has provided adequate assurance of its future performance of and under the Assumed Contracts, within the meaning of section 365(b)(1)(C) of the Bankruptcy Code. The only adequate assurance of its future performance of and under the Assumed Contracts required by the Buyer shall be the Buyer's promise to perform in accordance with the terms of the Assumed Contracts with respect to obligations first arising or incurred following the Closing.

14. With respect to the Assumed Contracts, (a) upon Closing, the Assumed Contracts shall be transferred and assigned to, and shall remain in full force and effect for the benefit of, the Buyer, in accordance with their respective terms, notwithstanding any provision in any such

Assumed Contract (including those of the type described in sections 365(b)(2) and 365(f) of the Bankruptcy Code) that prohibits, restricts, or conditions such assignment or transfer, (b) pursuant to section 365(k) of the Bankruptcy Code, the Sellers shall be relieved from any further liability with respect to the Assumed Contracts after such assignment to and assumption by the Buyer, (c) each Assumed Contract is an executory contract of the Sellers under section 365 of the Bankruptcy Code, (d) the Sellers may assume and assign each Assumed Contract in accordance with section 365 of the Bankruptcy Code and any provisions in any Assumed Contract that prohibit or condition the assignment of such Assumed Contract or allow the non-Debtor party to such Assumed Contract to terminate, recapture, impose any penalty, condition renewal or extension, or modify any term or condition upon the assignment of such Assumed Contract, constitute unenforceable anti-assignment provisions which are void and of no force and effect, (e) all other requirements and conditions under sections 363 and 365 of the Bankruptcy Code for the assumption by the Debtors and assignment to the Buyer of each Assumed Contract have been satisfied and (f) upon Closing, in accordance with sections 363 and 365 of the Bankruptcy Code, the Buyer shall be fully and irrevocably vested in all right, title and interest of each Assumed Contract.

15. All defaults or other obligations of the Sellers under the Assumed Contracts arising or accruing prior to the Closing of the Sale Transaction (without giving effect to any acceleration clauses or any default provisions of the kind specified in section 365(b)(2) of the Bankruptcy Code) shall be cured by the Sellers, or the Buyer, on behalf of the Sellers, in accordance with the terms of, but only to the extent set forth in, the Purchase Agreement, and the Buyer, or the Sellers, as applicable, shall have no liability or obligation arising or accruing prior to the date of the Closing of the Sale Transaction, except as expressly provided in the Purchase

Agreement. Each non-Debtor party to any Assumed Contract shall be deemed to have consented to the assumption by the Debtors and assignment to the Buyer of the Assumed Contracts and shall be forever barred, estopped and permanently enjoined from asserting against the Sellers or the Buyer or the property of any of them, any default existing, arising or accruing as of the date of the Closing or any purported written or oral modification to the Assumed Contracts.

16. Pursuant to sections 105(a), 363 and 365 of the Bankruptcy Code, all parties to the Assumed Contracts are forever barred and enjoined from raising or asserting against the Sellers or the Buyer any assignment fee, default, breach or claim, counterclaim or pecuniary loss, or condition to assignment, arising under or related to the Assumed Contracts existing as of the Closing or arising by reason of the Closing. Any party that may have had the right to consent to the assignment of its Assumed Contract is deemed to have consented to such assignment for purposes of section 365(e)(2)(A)(ii) of the Bankruptcy Code and otherwise if it failed to object to the assumption and assignment.

17. Upon the Closing, the Assumed Contracts shall be deemed assumed and assigned and transferred to the Buyer free and clear of all Liens (including, without limitation, all Retained Liabilities) of any person or entity that encumber or relate to or purport to encumber or relate to the Assumed Contracts, other than Permitted Liens. The assumption by the Debtors and assignment to the Buyer of the Assumed Contracts is legal, valid and effective, and shall vest the Buyer with all right, title and interest of the Sellers in and to the Assumed Contracts.

18. Effective on the date of entry of this Order, except for Permitted Liens and the Assumed Liabilities, all entities, including, but not limited to, the Debtors, creditors, employees, former employees and shareholders, the non-Debtor parties to the Debtors' executory contracts and unexpired leases, administrative agencies, tax and regulatory authorities, governmental

departments, secretaries of state, federal, state and local officials, maintaining any authority relating to environmental laws, and their respective successors or assigns, including, but not limited to, persons asserting any Lien against the Debtors' estates or any of the Assumed Contracts, irrespective of any action commenced which contests the Sellers' authority to assume and assign the Assumed Contracts or which seeks to enjoin such assumption and/or assignment, shall be permanently and forever barred, restrained and enjoined from commencing or continuing in any manner any action or other proceeding of any kind against the Buyer as alleged successor or otherwise with respect to any Liens on or in respect of the Assumed Contracts.

19. This Order (a) is and shall be effective as a determination that, upon Closing, all Liens (including, without limitation, all Retained Liabilities) existing as to the Assumed Contracts assigned to the Buyer have been and hereby are adjudged and declared to be unconditionally released, discharged and terminated, and (b) shall be binding upon and govern the acts of all entities, including all filing agents, filing officers, title agents, title companies, recorders of mortgages, recorders of deeds, registrars of deeds, administrative agencies or units, governmental departments or units, secretaries of state, federal, state and local officials and all other persons and entities who may be required by operation of law, the duties of their office, or contract, to accept, file, register or otherwise record or release any documents or instruments, or who may be required to report or insure any title or state of title relating to any of the Assumed Contracts assigned to the Buyer. All Liens of record as of the date of this Order shall be forthwith removed and stricken as against the Assumed Contracts. All entities are authorized and specifically directed to strike all such recorded Liens against the Assumed Contracts from their records, official and otherwise.

20. In full resolution and any Cure Amount owing to Maple/Douglas L.P. ("Maple") under that certain Lease Agreement, dated as of October 4, 1985, by and among the Debtors, as lessee, and Maple, as lessor (the "Dallas Lease") in connection with the assumption and assignment of the Dallas Lease to the Buyer: (a) the Debtors shall pay Maple, upon the Closing, the sum of \$56,000 on account of any soil testing and removal of contaminated soil to be administered voluntarily by the Debtors pursuant to (i) that certain Texas Commission of Environmental Quality Voluntary Cleanup Program Agreement, executed on or around March of 2009, by and among the Debtors and the Texas Commission of Environmental Quality and (ii) the Dallas Lease (collectively, the "Prior Defaults"); (b) the Buyer agrees to assume any continuing obligations under the Dallas Lease other than the Prior Defaults; (c) the Buyer shall pay to Maple the sum of \$25,000 to be held by Maple as a general security deposit under the Dallas Lease; (d) Maple shall indemnify Buyer for liability or damages for any environmental contamination of the property under the Dallas Lease from tenant operations occurring up to and including August 15, 2009; (e) Buyer shall indemnify Maple for liability or damages for any environmental contamination of the property under the Dallas Lease from tenant operations occurring from August 16, 2009 through the end of Buyer's occupancy of the subject property; and (f) in addition to any other monetary obligations arising on or after August 16, 2009 under the Dallas Lease, the Buyer agrees to pay \$1,000 in additional rent under the Dallas Lease for each of the 14 months following assumption and assignment of the Dallas Lease beginning with rents due for the month of September, 2009. The Limited Response of Maple/Douglas, L.P. to Debtors' Motion Seeking an Order Authorizing and Approving the Assumption and Assignment of Certain Executory Contracts and Unexpired Leases (Docket No. 181) is hereby deemed withdrawn.

Additional Assumed Contracts Procedures

21. Upon entry of this Order, the Debtors are authorized to serve a notice (the "Supplemental Assumption and Assignment Notice"), substantially in the form of the Assumption and Assignment Notice attached as Exhibit 2 to Bidding Procedures Order, to the counterparties (collectively, the "Counterparties") to those certain executory contracts that the Debtors seek to assume and assign to the Buyer following the Closing (the "Additional Assumed Contracts"). The Supplement Assumption and Assignment Notice shall include, among other things, the Debtors' calculation of the amounts that must be paid to cure all defaults under each of the Additional Assumed Contracts (the "Cure Amount") and the procedures described below that shall govern the assertion of any objections to the assumption and assignment of such Additional Assumed Contracts or the proposed Cure Amounts (each, an "Assumption Objection").

22. Assumption Objections, if any, must: (i) be in writing; (ii) specify the grounds for the objection to assignment and for the amount that the objecting party asserts as the proposed cure amount; (iii) be filed with the Court and served so that such objection is actually received no later than 4:00 p.m. (prevailing Eastern Time) on August 24, 2009 (the "Assumption Objection Deadline"), on (a) counsel to the Debtors: Jones Day, 222 East 41st Street, New York, New York 10017, attn: Pedro A. Jimenez, Esq. (pjimenez@jonesday.com; fax number 212-755-7306) and Ross S. Barr, Esq. (rsbarr@jonesday.com; fax number 212-755-7306), (b) counsel to the Committee: Lowenstein Sandler PC, 65 Livingston Avenue, Roseland, New Jersey 07068, attn: Kenneth A. Rosen, Esq. (krosen@lowenstein.com; fax number 973-597-2371) and Thomas A. Pitta, Esq. (tpitta@lowenstein.com; fax number 973-597-2371), (c) counsel to the Buyer: Much Shelist, 191 N. Wacker Drive, Ste. 1800, Chicago, Illinois 60606, attn: Don S. Hershman,

Esq. (dhershman@muchshelist.com; fax number 312-521-2100), (d) the Office of the United States Trustee for the District of Delaware, 844 King Street, Suite 2207, Lockbox 35, Wilmington, Delaware 19801, Fax: (302) 573-6497 (Attention: Mark S. Kenney, Esq.) and (e) counsel to the Debtors' prepetition secured lenders: Willkie Farr & Gallagher LLP, 787 Seventh Avenue, New York, New York 10019, attn: Paul V. Shalhoub, Esq. (pshalhoub@willkie.com, fax number: 212-728-9764).

23. In the event that any Counterparty to an Additional Assumed Contract fails to timely serve an Assumption Objection prior to the Assumption Objection Deadline, then such Counterparty shall be deemed to have (i) consented to such Cure Amount, if any, and to the assumption and assignment of the Additional Assumed Contract, (ii) agreed that the Buyer has provided adequate assurance of future performance within the meaning of section 365(b)(1)(C) of the Bankruptcy Code, (iii) agreed that all defaults under the Additional Assumed Contracts arising or continuing prior to the assignment have been cured as a result or precondition of the assignment, such that the Buyer or the Debtors shall have no liability or obligation with respect to any default occurring or continuing prior to the assignment, and from and after the date of the assignment, the Additional Assumed Contract shall remain in full force and effect for the benefit of the Buyer and the Counterparty in accordance with its terms, (iv) permanently waived any right to terminate the Additional Assumed Contract or designate an early termination date under the applicable Additional Assumed Contract as a result of any default that occurred and/or was continuing prior to the assignment date and (v) agreed that the terms of the Sale Order shall operate to assign the Additional Assumed Contract to the Buyer (the "Effects of Assignment").

24. In the event that an Assumption Objection is timely filed by the Assumption Objection Deadline, the Counterparty and the Debtors shall attempt to resolve such objection

consensually. If the Debtors and the Counterparty are unable to consensually resolve any timely served objection on or before 4:00 p.m. (prevailing Eastern Time) on September 10, 2009, then the objecting Counterparty or the Debtors may seek the intervention of the Court to settle the dispute by filing a formal request for a hearing no later than 12:00 p.m. (prevailing Eastern Time) September 14, 2009 and such dispute will be resolved by the Court at the omnibus hearing presently scheduled for September 22, 2009 at 11:30 a.m. (prevailing Eastern Time). If the parties are able to consensually resolve the Assumption Objection, the Effects of Assignment shall apply to the Counterparty to such Additional Assumed Contract.

Transfer and Assignment of Bank Accounts

25. After first wiring or otherwise transferring to the Wachovia Concentration Account, any cash remaining in the Transferred Bank Accounts (as defined below) as of the date of the Closing, the Debtors' banks, as applicable, are hereby authorized and directed to transfer and assign to the Buyer all rights of the Sellers as the holders of the following bank accounts (collectively, the "Transferred Bank Accounts"), and designate the Buyer as the holder of the Transferred Bank Accounts: (a) the depository account at JP Morgan Chase / Bank One with the account number ending in 7012; (b) the depository account at Regions Bank with the account number ending in 6927; (c) the lockbox account at Wachovia Bank with the account number ending in 3188; (d) the depository account at Wachovia Bank with the account number ending in 3201; (e) the depository account at Wells Fargo Bank with the account number ending in 9679; (f) the lockbox at Wachovia Bank number 75586; and (g) the lockbox account at Wachovia Bank numbered 79508.

26. Upon the Closing, the Transferred Bank Accounts transferred and delivered to the Buyer shall be free and clear of all Liens (including, without limitation, all Retained Liabilities)

of any person or entity that encumber or relate to or purport to encumber or relate to the Transferred Bank Accounts, other than Permitted Liens. Further, any deposit account control agreements with a depository institution in respect of any Transferred Bank Account shall automatically terminate and be of no further force or effect, and no secured party under such control agreements, including the Debtors' prepetition secured lenders, shall have any further right to originate instructions concerning any Transferred Bank Account. Any previous notice of exclusive control (or the equivalent thereof) delivered under any such control agreements by any secured party, including the Debtors' prepetition secured lenders, to any such depository institution shall be deemed to be of no further force and effect and the obligations of the depository institution thereunder with respect to the operation and maintenance of such Transferred Bank Account after the receipt of any such previous notice of exclusive control shall terminate.

Transition Services Agreement and Access to Books and Records

27. Proliance is hereby authorized to enter into that certain Transition Services Agreement, dated as of August 14, 2009, between Proliance, Centrum Equities Acquisition, LLC, Vista Automotive Acquisition, LLC and HD Branch Acquisition, LLC (the "Transition Services Agreement"). The Debtors are authorized to take any actions as may be necessary, desirable or appropriate to effect, implement and/or consummate the Transition Services Agreement.

28. In accordance with the Transition Services Agreement, the Buyer shall, upon request by the Debtors, provide the Debtors with access to all of the Debtors' books, records and computer systems for the purpose of winding down their respective businesses.

Additional Provisions

29. The provisions of this Order and the Purchase Agreement and any actions taken pursuant hereto or thereto shall survive entry of any order which may be entered (a) confirming or consummating any plan of reorganization of the Debtors, or (b) converting the Debtors' cases from chapter 11 to chapter 7, and the terms and provisions of the Purchase Agreement as well as the rights and interests granted pursuant to this Order and the Purchase Agreement shall continue in this or any superseding case and shall be binding upon the Debtors, the Buyer and their respective successors and permitted assigns.

30. Each and every federal, state and governmental agency or department and any other person or entity is hereby directed to accept any and all documents and instruments necessary and appropriate to consummate the transactions contemplated by the Purchase Agreement.

31. All entities which are currently, or as of the Closing of the Sale Transaction may be, in possession of some or all of the Purchased Assets, are hereby directed to surrender possession of the Purchased Assets to the Buyer upon the Closing of the Sale Transaction.

32. To the extent permitted by section 525 of the Bankruptcy Code, no governmental unit may revoke or suspend any permit or license relating to the operation of the Purchased Assets sold, transferred or conveyed to the Buyer on account of the filing or pendency of these cases or the consummation of the Sale Transaction.

33. At Closing, the Buyer will pay to the Debtors the Cash Purchase Price of \$15,020,089.64, less the Initial Escrow Deposit and the Salary Continuation Amount. The Debtors have agreed to pay Buyer the amount of cash collected from customers by the Debtors for the week of August 10th that exceeds \$2,128,000.00 (such excess, the "Excess Cash"). Two

business days following the Closing, the parties have agreed to net the Salary Continuation Amount against the Excess Cash and pay the difference to Buyer (if such amount is positive) or Debtors (if such amount is negative), as applicable.

34. Pursuant to paragraph 7 of the Final Order (I) Authorizing Use of Cash Collateral; (II) Granting the Prepetition Lenders Adequate Protection; and (III) Granting Related Relief (Docket No. 136) (the "Final Cash Collateral Order"), upon the Closing, the Debtors shall fund the Wind-Down Account (as defined in the Final Cash Collateral Order) in the amount of \$5,600,000.00 from the proceeds of the sale and the Professional Fee Account (as defined in the Final Cash Collateral Order) out of collections received at or prior to the Closing, and not from proceeds upon the Closing of the sale, and pay the remaining proceeds from the Closing of the Sale Transaction (excluding the Salary Continuation Amount) to the Prepetition Agent, subject in all respects to the provisions of paragraph 18 of the Final Cash Collateral Order.

35. The consideration provided by the Buyer for the Purchased Assets under the Purchase Agreement constitutes reasonably equivalent value and fair consideration under the Bankruptcy Code, the Uniform Fraudulent Transfer Act and all other applicable laws.

36. Nothing contained in any order of any type or kind entered in these chapter 11 cases or any related proceeding subsequent to entry of this Order, nor in any chapter 11 plan confirmed in these chapter 11 cases, shall conflict with or derogate from the provisions of the Purchase Agreement or the terms of this Order. Further, the provisions of this Order and any actions taken pursuant hereto shall survive the entry of an order confirming any plan of reorganization or liquidation for the Sellers or the conversion of the Sellers' cases from chapter 11 to cases under chapter 7 of the Bankruptcy Code.

37. To the extent, if any, anything contained in this Order conflicts with a provision in the Purchase Agreement, this Order shall govern and control.

38. The Buyer is purchasing the Purchased Assets in good faith and is a good faith purchaser within the meaning of section 363(m) of the Bankruptcy Code, and is therefore entitled to the protection of that provision.

39. This Court retains jurisdiction, even after the dismissal or conversion of these chapter 11 cases, to (a) interpret, implement and enforce the terms and provisions of this Order (including any injunctive relief provided in this Order) and the terms of the Purchase Agreement, all amendments thereto and any waivers and consents thereunder and of each of the agreements executed in connection therewith, (b) protect the Buyer, or any of the Purchased Assets and the Assumed Contracts, from and against any of the Liens, (c) compel delivery of all Purchased Assets and the Assumed Contracts to the Buyer; (d) resolve any disputes arising under or related to the Purchase Agreement or the Sale Transaction, or the Buyer's peaceful use and enjoyment of the Purchased Assets and the Assumed Contracts; (e) adjudicate all issues concerning (alleged) pre-Closing Liens and any other (alleged) interest(s) in and to the Purchased Assets and the Assumed Contracts, including the extent, validity, enforceability, priority and nature of all such (alleged) Liens and any other (alleged) interest(s); (f) adjudicate any and all issues and/or disputes relating to the Debtors' right, title or interest in the Purchased Assets and the Assumed Contracts and the proceeds thereof, the Motion and/or the Purchase Agreement; and (g) adjudicate any and all remaining issues concerning the Debtors' right and authority to assume and assign the Assumed Contracts and the Buyer's rights and obligations with respect to such assignment and the existence of any default under any Assumed Contract.

40. This Order constitutes an authorization of conduct by the Debtor and nothing contained herein shall be deemed to constitute a ruling with regard to the sovereign immunity of any state. The failure of any state to object to the entry of this Order shall not operate as a waiver with respect thereto.

41. This Order and the Purchase Agreement shall be binding in all respects upon all creditors (whether known or unknown) of the Sellers, all non-Debtor parties to the Sellers' executory contracts and unexpired leases, all successors and assigns of the Buyer, the Sellers and their affiliates and subsidiaries, the Purchased Assets, and any subsequent trustees appointed in the Sellers' chapter 11 cases or upon a conversion to chapter 7 cases under the Bankruptcy Code and shall not be subject to rejection.

42. The failure specifically to include any particular provisions of the Purchase Agreement in this Order shall not diminish or impair the efficacy of such provisions, it being the intent of the Court that the Purchase Agreement and each and every provision, term and condition thereof be, and therefore is, authorized and approved in its entirety.

43. The provisions of this Order are nonseverable and mutually dependent.

44. This Court shall retain jurisdiction to, inter alia, interpret and enforce the terms and provisions of this Order and the Purchase Agreement and to adjudicate, if necessary, any and all disputes concerning the Assumption, any right, title, (alleged) property interest, including ownership claims, relating to the Purchased Assets and the Assumed Contracts and the proceeds thereof, as well as the extent, validity and priority of all Liens relating to the Purchased Assets and the Assumed Contracts.

45. The provisions of Bankruptcy Rules 6004(h) and 6006(d) staying the effectiveness of this Order for ten days are hereby waived, and this Order shall be effective immediately upon entry thereof.

Dated: Wilmington, Delaware
August 13, 2009
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THE HONORABLE CHRISTOPHER S. SONTCHI
UNITED STATES BANKRUPTCY JUDGE

ACQUISITION AGREEMENT

This Acquisition Agreement (the "Agreement") is entered into on the date set forth on the signature page among the Person designated on the signature page as "Buyer" ("Buyer"), Proliance International, Inc., a Delaware corporation (the "Company"), and each of the Subsidiaries of the Company identified on the signature page as "Other Sellers" (collectively with the Company, "Sellers").

RECITALS

A. On the date hereof (the "Petition Date"), Sellers and certain of the Company's domestic Subsidiaries will become debtors and debtors in possession under title 11 of the United States Code, 11 U.S.C. §§ 101, et seq. (the "Bankruptcy Code"), and will file voluntary petitions for relief under chapter 11 of the Bankruptcy Code in the United States Bankruptcy Court for the District of Delaware (the "Bankruptcy Court") (the "Bankruptcy Case").

B. Sellers and their Subsidiaries are engaged in the business of designing, manufacturing and marketing (1) radiators, radiator cores, heater cores and complete heaters, temperature control parts and other heat exchange products for the automotive and light truck aftermarket and (2) radiators, radiator cores, condensers, charge air coolers, oil coolers, marine coolers and other specialty heat exchangers primarily for the heavy duty aftermarket (collectively, but for purposes of this Agreement excluding any business engaged in by any Excluded Subsidiary, the "Business").

C. Subject to the terms and conditions set forth herein and as authorized under sections 363 and 365 of the Bankruptcy Code, Buyer desires to purchase from Sellers, and Sellers desire to sell to Buyer, the Purchased Assets in exchange for the payment to Sellers of the Purchase Price and the assumption by Buyer of the Assumed Liabilities.

NOW, THEREFORE, the parties hereto agree as follows:

ARTICLE I CERTAIN DEFINITIONS

1.1 Defined Terms. In addition to the terms defined elsewhere herein, for purposes of this Agreement, the following defined terms have the meanings specified below when used herein with initial capital letters:

"2008 Financial Statements" means the Company's consolidated financial statements included in its Annual Report on Form 10-K for the year ended December 31, 2008 as filed with the SEC.

"503(b)(9) Claims" means all claims pursuant to section 503(b)(9) of the Bankruptcy Code.

"Actions or Proceedings" means any action, suit, proceeding, arbitration or Governmental Authority investigation.

"Affiliate" means any Person that directly, or indirectly through one or more intermediaries, controls or is controlled by or is under common control with the Person specified. For purposes of this definition, "control" of a Person means the power, direct or indirect, to direct or cause the direction of the management and policies of such Person whether by Contract, voting securities or otherwise.

"Assumed Trade Payables" means any trade payables of Sellers arising on or after the Petition Date and incurred in the ordinary course of business through the Closing and unpaid as of the Closing Date.

"Bid Procedures Order" means an order of the Bankruptcy Court, substantially in the form attached hereto as Exhibit A.

"Books and Records" means all of the books, records, electronically stored data and other documents and any Copyrights related thereto (including customer and supplier lists and files, distribution lists, mailing lists, sales materials, operating, production and other manuals, equipment maintenance and operating manuals, correspondence with customers, suppliers, employees or Governmental Authorities, plans, files, specifications, process drawings, computer programs, data and information, manufacturing and quality control records and procedures, research and development files and advertising and promotional materials) related to the Purchased Assets, the Assumed Liabilities or the Business that are held by Sellers and existing on the Closing Date.

"Business Day" means a day other than Saturday, Sunday or any other day on which banking institutions in New York, New York are required or authorized to close by Law.

"Buyer Material Adverse Effect" means an event, circumstance or development which, individually or in the aggregate, has had or could reasonably be expected to have or result in a material adverse effect on or a material adverse change in or to the ability of Buyer to consummate the transactions contemplated by this Agreement or perform its obligations under this Agreement.

"Buyer's Transfer Taxes" means all of the Transfer Taxes that are not Sellers' Transfer Taxes.

"Charter Documents" means such Person's certificate or articles of incorporation, memorandum and articles of association, by-laws, limited liability company operating agreement and other comparable constituent, charter or organizational documents, as applicable in such Person's jurisdiction of formation.

"Closing Working Capital" means any United States assets (including the assets of the Nuevo Laredo operations) that would be reflected in the line items for "accounts receivable" and "inventory" on a combined balance sheet of Sellers and the

Included Subsidiaries as of the Closing, net of any related reserves and less any Liabilities assumed by Buyer at the Closing pursuant to Section 2.3(b), and prepared in accordance with Sellers' Accounting Principles and Practices.

"Code" means the Internal Revenue Code of 1986.

"Confidentiality Agreement" means, collectively (a) that certain letter agreement, dated as of March 20, 2009, by and among the Company, Roger Brown, Arthur Slaven, John McLinden and Michael Lerner, and (b) that certain letter agreement, dated as of June 1, 2009, by and between the Company and Wynnchurch Capital, Ltd., in each case as the foregoing may have been subsequently amended.

"Competing Transaction" means (a) a transaction pursuant to which any Person (or group of Persons), directly or indirectly, acquires or would acquire a majority of the Company's capital stock, whether from the Company or otherwise and whether of a type contemplated by prior proposals from stockholders or creditors of the Company or otherwise, (b) a merger, reorganization, share exchange, consolidation or other business combination involving the Company in which the holders of the Company's capital stock immediately prior to such transaction would cease to own a majority of such capital stock (or capital stock of the acquiring or resulting stock in such transaction), (c) a transaction pursuant to which any Person (or group of Persons) acquires or would acquire control of Purchased Assets (including for this purpose the outstanding equity securities of Included Subsidiaries and securities of the entity surviving any merger or business combination involving any Included Subsidiary) of the Company or any Included Subsidiary (excluding any Excluded Assets or any equity interests or assets of any Excluded Subsidiary) representing more than 50% of the fair market value of all the Purchased Assets, net revenues or net income of the Company and the Included Subsidiaries, taken as a whole, immediately prior to such transaction (excluding any Excluded Assets or any equity interests or assets of any Excluded Subsidiary), (d) any other consolidation, business combination, recapitalization, capital restructuring, plan of reorganization or similar transaction involving the Company or any of the Included Subsidiaries, as a result of which the holders of shares of the Company's capital stock immediately prior to such transaction do not, in the aggregate, continue to hold a majority of the outstanding shares of common stock and the outstanding voting power of the surviving or resulting entity in such transaction immediately after the consummation thereof, (e) any transaction involving an acquisition of the Company, a capital contribution to the Company or a restructuring of the Indebtedness of the Company proposed by or on behalf of the Company's stockholders or debtholders, or (f) any other transaction that is conditioned or predicated on the transactions contemplated by this Agreement not being completed in accordance with the terms of this Agreement or is intended or could reasonably be expected to result in such transactions not being so completed; provided, however, that in no event will a transaction involving the sale of only Excluded Assets or any equity interests or assets of any Excluded Subsidiary be deemed to be a Competing Transaction for any purpose under this Agreement.

“Contract” means any agreement, lease, license, evidence of Indebtedness, mortgage, indenture, security agreement, purchase order or other contract, whether written or oral.

“Copyrights” means any copyrights, whether in published or unpublished works and whether in digital or print media, and any United States or foreign registrations thereof and applications therefor, including all renewals and extensions thereof and rights corresponding thereto throughout the world.

“Employee” means each employee, officer or consultant of Sellers or any Included Subsidiary.

“Environment” means any land, soil, substrata, groundwater, surface water, drinking water, sediment, air or terrestrial or aquatic biota.

“Environmental Laws” means all Laws (including CERCLA) in effect on and after the date hereof relating to the protection of the Environment, including Laws relating to Environmental Releases or threatened Environmental Releases of Hazardous Materials, or otherwise relating to the manufacture, processing, distribution, use, treatment, storage, disposal, transport or handling of Hazardous Materials.

“Environmental Release” means any release, spill, emission, leaking, pumping, injection, deposit, disposal, discharge, dispersal, leaching or migration into the atmosphere, soil, surface water, sewer system, groundwater or land.

“Equipment” means all plants, machinery, equipment, furniture, fixtures, computer hardware, vehicles, tools, supplies, leasehold improvements and, except for the Inventory, all other tangible personal property owned by Sellers and the Included Subsidiaries and used in the conduct of the Business.

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

“Estimated IBNR/FSA Liability Amount” means \$400,000.

“Exchange Act” means the Securities Exchange Act of 1934.

“Excluded Subsidiary” means any direct or indirect Subsidiary of the Company that is not an Included Subsidiary, including Radiadores GDI, S.A. de C.V., Aftermarket LLC, Aftermarket Delaware Corporation, Proliance International Holding Corporation, Nederlandse Radiatoren Fabriek B.V. and each of the direct and indirect Subsidiaries of the foregoing (other than MexPar and its direct and indirect Subsidiaries).

“GAAP” means United States generally accepted accounting principles, consistently applied throughout the specified period and in the immediately prior comparable period.

“Governmental Authority” means any court, tribunal, arbitrator, authority, agency, commission, official or other instrumentality of the United States, any foreign country or any domestic or foreign state, county, city or other political subdivision.

“Hazardous Materials” means any material, substance, chemical, waste, hazardous waste, pollutant, contaminant or hazardous or toxic substance as to which liabilities, restrictions or standards of conduct are imposed pursuant to any Environmental Law, including asbestos, formaldehyde, polychlorinated biphenyls, lead based paint, radioactive materials, waste oil and other petroleum products.

“HSR Act” means Section 7A of the Clayton Act (Title II of the Hart-Scott-Rodino Antitrust Improvements Act of 1976) and the rules and regulations promulgated thereunder.

“Indebtedness” of any Person means all obligations of such Person (a) for borrowed money, (b) evidenced by notes, bonds, debentures or similar instruments, (c) for the deferred purchase price of goods or services (other than trade payables or accruals incurred in the ordinary course of business), (d) under capital leases, and (e) in the nature of guarantees of the obligations described in clauses (a) through (d) above of any other Person.

“Individual Health Insurance Escrow Deposit” means an amount equal to \$2,000 multiplied by the number of Employees as of immediately prior to the New Hire Deadline who do not become New Hires.

“Initial Escrow Period” means the period of time beginning on the Closing Date and ending on the later to occur of (a) the date that is the two-month anniversary of the Closing Date and (b) the final determination of Closing Working Capital in accordance with Section 3.4.

“Intellectual Property” means all intellectual property used or held for use by Sellers and the Included Subsidiaries in connection with the Business including (a) all Copyrights, (b) all Patents, (c) all trade secrets, (d) all Trademarks, (e) all Software, and (f) all rights to sue or otherwise claim for past, present or future infringement or unauthorized use or disclosure or breach of any of the assets, properties or rights described above.

“Inventory” means all spare parts, raw materials, finished products, goods in-process and supplies held by Sellers and the Included Subsidiaries, wherever situated.

“IRS” means the United States Internal Revenue Service.

“Knowledge” and “Known” mean the actual knowledge, after due inquiry, of the executive officers of the applicable Person.

“Laws” means all laws, statutes, rules, regulations, ordinances and other pronouncements having the effect of law of the United States, any foreign country or

any domestic or foreign state, county, city or other political subdivision or of any Governmental Authority.

“Liabilities” means all Indebtedness, obligations and other liabilities of a Person (whether absolute, accrued, contingent, fixed or otherwise, or whether due or to become due).

“Liens” means any mortgage, pledge, assessment, security interest, lease, lien, adverse claim, levy, charge, option, right of first refusal, easement, voting trust or agreement, transfer restriction or other encumbrance of any kind.

“MexPar” means Manufacturera Mexicana de Partes de Automoviles S.A. de C.V.

“Multiple Employer Plan” means a single employer plan, as defined in Section 4001(a)(15) of ERISA, which (a) is maintained for Employees and at least one Person other than Sellers or one of their Subsidiaries or (b) was so maintained and in respect of which the Company or one of the Included Subsidiaries could have liability under Section 4064 or 4069 of ERISA in the event such plan has been or were to be terminated.

“Option” with respect to any Person means any security, right, subscription, warrant, option, “phantom” stock right, swap, hedge, derivative or other Contract that gives the right to purchase or otherwise receive or be issued any shares of capital stock of, or any membership interest, ownership interest or other equity interest in, such Person or any security of any kind convertible into or exchangeable or exercisable for any shares of capital stock of, or any membership interest, ownership interest or other equity interest in, such Person.

“Order” means any writ, judgment, decree, injunction or similar order of any Governmental Authority (in each such case whether preliminary or final).

“Patents” means any United States or foreign patents, together with any extensions, reexaminations and reissues of such patents, patents of addition, patent applications, divisions, continuations, continuations-in-part and any subsequent filings in any country or jurisdiction claiming priority therefrom.

“Permits” means all permits, approvals, licenses, authorizations, certificates, rights, exemptions and Orders from any Governmental Authority used by or held for use by Sellers and the Included Subsidiaries and related to the Business.

“Permitted Liens” means (a) all defects, exceptions, restrictions, easements and rights of way of record or that are disclosed on an ALTA title insurance policy delivered by Sellers to Buyer, (b) statutory liens for current Taxes, assessments or other governmental charges not yet delinquent or the amount or validity of which is being contested in good faith by appropriate proceedings provided an appropriate reserve is established therefor, (c) mechanics’, carriers’, workers’ and repairers’ Liens arising or incurred in the ordinary course of business, (d) zoning, entitlement and other

land use and environmental regulations by any Governmental Authority provided that such regulations have not been violated, (e) the interest of a lessor under a capital or operating lease, (f) liens arising by operation of Law, and (g) liens directly related to the Assumed Liabilities.

“Person” means any natural person, corporation, limited liability company, general partnership, limited partnership, proprietorship, other business organization, trust, union, association or Governmental Authority.

“Purchased Contracts” means all Contracts of Sellers that are set forth on Schedule 1.1(a) (which Schedule is subject to modification as permitted by Section 2.1(c)) and are unexpired as of the Closing Date.

“Regulation” means the income tax regulations, including temporary regulations, promulgated under the Code.

“Representatives” with respect to any Person means such Person’s officers, employees, counsel, accountants, financial advisors, consultants and other representatives.

“Sale Order” means a final Order (or Orders) of the Bankruptcy Court which is not subject to a stay pending appeal, in substantially the form attached as Exhibit B with such changes therein as may have been ordered or otherwise made by the Bankruptcy Court so long as the effects thereof, considered as a whole, are not materially adverse to Buyer or Sellers, as applicable.

“SEC” means the Securities and Exchange Commission.

“Seller Material Adverse Effect” means an event, circumstance or development which, individually or in the aggregate with all other events, circumstances or developments, has had or could reasonably be expected to have or result in (a) a material adverse effect on or a material adverse change in or to the business, assets, properties, results of operations or financial condition of Sellers and the Included Subsidiaries (taken as a whole) or (b) a material adverse effect on or a material adverse change in or to the ability of Sellers to consummate the transactions contemplated by this Agreement or perform its obligations under this Agreement, other than, as applied to clause (a) only, an effect or change resulting from any one or more of the following to the extent that, as applied to the events in (i), (ii), (iii) and (v) below, the effects thereof on Sellers and the Included Subsidiaries (taken as a whole) are not disproportionate to the effects thereof on other United States companies engaged in the industry in which Sellers and the Included Subsidiaries operate: (i) the effect of any change in the United States economy or securities or financial markets in general; (ii) the effect of any change that generally affects the industry in which Sellers and the Included Subsidiaries operate; (iii) the effect of any change arising in connection with any force majeure (such as hurricanes, floods or earthquakes), hostilities, acts of war, sabotage or terrorism or military actions or any escalation or material worsening of any such hostilities, acts of war, sabotage or terrorism or military actions existing or underway as of the date hereof;

(iv) the effect of any actions taken by Buyer or its Affiliates with respect to the transactions contemplated hereby; (v) the effect of any changes in applicable Laws or accounting rules; (vi) any effect resulting from or arising out of the filing of the Bankruptcy Case; (vii) any effect resulting from or arising out of the public announcement of this Agreement, compliance with terms of this Agreement or the consummation of the transactions contemplated by this Agreement; or (viii) any matter approved by the Bankruptcy Court.

"Seller SEC Documents" means the Company's annual report on Form 10-K, quarterly reports on Form 10-Q and current reports on Form 8-K, but does not include any exhibits attached thereto, filed with the SEC and publicly available on or after January 1, 2007 and prior to the date of this Agreement, as amended to the date of this Agreement.

"Seller SEC Reports" means all required registration statements, prospectuses, reports, schedules, forms, statements and other documents required to be filed by the Company with the SEC since January 1, 2007.

"Sellers' Accounting Principles and Practices" means the accounting policies and related policies and practices utilized by the Company in the preparation of its 2008 Financial Statements applied on a consistent basis in accordance with GAAP.

"Sellers' Transfer Taxes" means one-half of the aggregate Transfer Taxes; provided, however, that Sellers' Transfer Taxes will in no event exceed \$100,000.

"Software" means, except to the extent generally available for purchase from a third Person, any and all (a) computer programs, including any and all software implementations of algorithms, models and methodologies, whether in source code or object code, (b) databases and compilations, including any and all data and collections of data, whether machine readable or otherwise, (c) descriptions, flow-charts and other work product used to design, plan, organize and develop any of the foregoing, (d) screens, user interfaces, report formats, firmware, development tools, templates, menus, buttons and icons, and (e) all documentation including user manuals and other training documentation related to any of the foregoing.

"Subsidiary" with respect to an entity means any Person in which such entity, directly or indirectly through Subsidiaries or otherwise, beneficially owns more than 50% of either the equity interests in, or the voting control of, such Person.

"Target Working Capital" means \$72,097,000.

"Taxes" means any and all taxes, fees, levies, duties, tariffs, import and other similar charges imposed by any taxing authority, together with any related interest, penalties or other additions to tax or additional amounts imposed by any taxing authority, and without limiting the generality of the foregoing, will include net income, alternative or add-on minimum tax, gross income, gross receipts, capital, sales, use, ad valorem, value added, franchise, profits, license, transfer, recording, escheat, withholding, payroll, employment, social security, excise, severance, stamp, occupation, premium, property,

windfall profit, environmental, custom duty or other tax, governmental fee or other like assessment or charge of any kind whatsoever.

“Tax Returns” means all returns, reports and forms required to be filed with a Governmental Authority with respect to Taxes.

“Trademarks” means (a) any unregistered trademarks and service marks in the United States or foreign jurisdictions or multinational trademark authorities, (b) any trademarks or service marks registered in the United States or foreign jurisdictions or multinational trademark authorities and any applications therefore, (c) any trade names, brand names, product identifiers, certification marks, logos, trade dress and Internet domain names, and uniform resource locators associated therewith, and any registration thereof or application therefor in the United States or foreign jurisdictions, including any extension, modification or renewal of any such registration or application, and (d) all goodwill associated with all of the foregoing throughout the world.

“Transfer Taxes” means any federal, state, county, local, foreign or other sales, use, transfer, conveyance, documentary transfer, recording or other similar tax, fee or charge imposed upon the sale, transfer or assignment of property or any interest therein or the recording thereof, and any penalty, addition to tax or interest with respect thereto, but such term will not include any tax on, based upon or measured by, the net income, gains or profits from such sale, transfer or assignment of the property or any interest thereon.

“WARN Act” means the Worker Adjustment and Retraining Notification Act of 1988, as amended.

1.2 Terms Defined Elsewhere in this Agreement. For purposes of this Agreement, the following terms have the meanings set forth in the sections indicated:

<u>Term</u>	<u>Section</u>
Adjustment Determination Effective Time	3.4(a)
Agreement.....	Preamble
Antitrust Authority	7.6(a)
Antitrust Laws.....	7.6(b)
Assumed Liabilities.....	2.3
Auction Date.....	2.1(c)
Avoidance Actions.....	2.2(b)(iv)
Bankruptcy Case.....	Recitals
Bankruptcy Code.....	Recitals
Bankruptcy Court	Recitals
Benefit Plans	4.8(a)
Break-Up Fee	6.2
Business.....	Recitals
Buyer.....	Preamble
Cash Purchase Price.....	3.1

Closing	3.2(a)
Closing Date	3.2(a)
Closing Escrow Deposits	3.5(a)
Company	Preamble
Conclusive Closing Working Capital Statement	3.4(c)
D&O Escrow Deposit	3.5(a)
Delivered Prepaid Inventory	3.6
DIP Loan Agreement	2.2(b)(xii)
Disputed Items	3.4(c)
Eligible Employees	3.5(d)
Eligible IBNR Claims	3.5(c)
Eligible Monthly Periods	3.5(d)
Enforceability Exception	4.2
Equity Commitment Letter	5.6
Escrow Agent	3.3(a)
Escrow Agreement	3.3(a)
Estimated Closing Working Capital Amount	3.4(a)
Estimated Closing Working Capital Statement	3.4(a)
Excluded Assets	2.2(b)
Final Cure Costs	2.5
Final Prepaid Inventory Statement	3.6
IBNR Escrow Deposit	3.5(a)
IBNR Escrow Period	3.5(c)
IBNR Shortfall	3.5(c)
Included Subsidiaries	2.1(b)(i)
Indemnified Party	3.5(b)
Individual Health Insurance Escrow Period	3.5(d)
Initial Escrow Deposit	3.3(a)
Inventory Price	3.6
Necessary Consent	2.6
Neutral Arbitrator	3.4(c)
New Hire Deadline	7.9(a)
New Hires	7.9(a)
Petition Date	Recitals
Post Closing Working Capital Statement	3.4(b)
Potential Prepaid Inventory	3.6
Purchase Price	3.1
Purchased Assets	2.1(b)
Resolution Period	3.4(c)
Retained Liabilities	2.4
Sale Hearing	3.4(a)
Seller Benefit Plans	4.8(a)
Sellers	Preamble
Sellers' Disclosure Schedule	Article IV
Subsidiary Benefit Plans	4.8(a)
Subsidiary Equity Interests	4.3

Termination Date..... 9.1(b)(i)
Title IV Plans..... 4.8(a)

1.3 Construction of Certain Terms and Phrases. (a) Unless the context of this Agreement otherwise requires, (i) words of any gender include each other gender, (ii) words using the singular or plural number also include the plural or singular number, respectively, (iii) the terms "hereof," "herein," "hereby" and derivative or similar words refer to this entire Agreement, (iv) the terms "Article," "Section," "Schedule" or "Exhibit" refer to the specified Article, Section, Schedule or Exhibit of or to this Agreement, (v) the phrase "ordinary course of business" refers to the business of Sellers in connection with Sellers' business, (vi) the terms "include," "includes" and "including" will be deemed to be followed by the words "without limitation," and (vii) any reference in this Agreement to \$ means U.S. dollars. When calculating the period of time before which, within which or following which any act is to be done or step taken pursuant to this Agreement, the date that is the reference date in calculating such period will be excluded, and whenever this Agreement refers to a number of days, such number will refer to calendar days unless Business Days are specified. All accounting terms used herein and not expressly defined herein will have the meanings given to them under GAAP. Unless otherwise expressly provided herein, any agreement, instrument or statute defined or referred to herein or in any agreement or instrument that is referred to herein means such agreement, instrument or statute as from time to time amended, modified or supplemented.

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

ARTICLE II PURCHASE AND SALE OF ASSETS; ASSUMPTION OF LIABILITIES

2.1 Purchase and Sale of Assets. (a) On the terms and subject to the conditions set forth in this Agreement, at the Closing, Buyer will purchase, acquire and accept from Sellers, and Sellers will sell, transfer, convey and deliver to Buyer all of Sellers' right, title and interest in, to and under the Purchased Assets, free and clear of all Liens, other than those created by Buyer or its Affiliates and other than Permitted Liens.

(b) For all purposes of and under this Agreement, the term "Purchased Assets" means all properties, assets and rights of Sellers existing as of the Closing, whether real or personal, tangible or intangible (excluding only the Excluded Assets), including:

(i) all Subsidiary Equity Interests identified on Schedule 2.1(b)(i) (each Subsidiary identified on such Schedule, an "Included Subsidiary" and, collectively, the "Included Subsidiaries");

- (ii) the Books and Records, excluding any Books and Records that relate exclusively to an Excluded Asset;
- (iii) the Equipment and Inventory;
- (iv) all Intellectual Property rights owned or licensed by Sellers;
- (v) the goodwill of Sellers related to the Business not otherwise specifically identified in this Section 2.1(b);
- (vi) the Permits, to the extent assignable;
- (vii) all accounts and notes receivable (billed and unbilled) of Sellers as of the Closing (including intercompany accounts receivable, except (1) as set forth in Section 7.11 and (2) any intercompany accounts receivable of Sellers in respect of amounts owed by any Excluded Subsidiary);
- (viii) all deposits (including customer deposits and security deposits for rent, electricity, telephone or otherwise) and prepaid charges and expenses of Sellers, other than any deposits or prepaid charges and expenses paid in connection with or relating to any Excluded Assets;
- (ix) all rights of Sellers with respect to owned real property and under real property leases, together in each case with all improvements, fixtures and other appurtenances thereto and rights in respect thereof;
- (x) all of Sellers' rights under any Purchased Contracts;
- (xi) all of Sellers' rights under any non-disclosure or confidentiality, non-compete or non-solicitation agreements with employees and agents of Sellers or with third parties to the extent relating to the Business or the Purchased Assets (or any portion thereof);
- (xii) except as set forth in Section 2.2(b)(xiv), all insurance policies or rights to proceeds thereof relating to the assets, properties, business or operations of Sellers;
- (xiii) all rights, claims or causes of action of Sellers (other than Avoidance Actions) against third parties relating to the Purchased Assets or Assumed Liabilities arising out of events occurring prior to the Closing Date;
- (xiv) all rights of Sellers under or pursuant to all warranties, representations and guarantees made by suppliers, manufacturers and contractors to the extent relating to products sold, or services provided, to Sellers or to the extent affecting any Purchased Assets, other than any

warranties, representations and guarantees pertaining to any Excluded Assets; and

(xv) all other tangible or intangible assets, other than the Excluded Assets.

(c) At any time prior to and including the date that is three Business Days prior to the date of the auction provided for in the Bid Procedures Order (the date of such auction, the "Auction Date"), Buyer may designate any of the Purchased Assets as additional Excluded Assets by giving written notice to the Company setting forth in reasonable detail the Purchased Assets so designated. Buyer acknowledges and agrees that there will be no reduction in the Purchase Price if it elects to designate any Purchased Assets as Excluded Assets. Sellers acknowledge and agree that Buyer will not be responsible for or otherwise assume or have any obligation for any Liabilities associated with or related to or arising under any Contract designated as an additional Excluded Asset in accordance with the foregoing.

2.2 Excluded Assets. (a) Nothing herein will be deemed to sell, transfer, assign or convey the Excluded Assets to Buyer, and Sellers will retain all right, title and interest to, in and under the Excluded Assets.

(b) For all purposes of and under this Agreement, the term "Excluded Assets" means:

(i) all cash, cash equivalents, bank deposits or similar cash items;

(ii) any shares of capital stock or other equity interest of any Seller or any Excluded Subsidiary or any securities convertible into, exchange or exercisable for shares of capital stock or other equity interests of any Seller or any Excluded Subsidiary;

(iii) any minute books, stock ledgers, corporate seals and stock certificates of Sellers and the Excluded Subsidiaries, and other similar books and records that Sellers are required by Law to retain or that Sellers determine are necessary or advisable to retain, including Tax Returns, financial statements and corporate or other entity filings;

(iv) all avoidance actions or similar causes of action arising under sections 544 through 553 of the Bankruptcy Code, including any proceeds thereof (collectively, the "Avoidance Actions");

(v) any assets of Sellers designated by Buyer as Excluded Assets pursuant to Section 2.1(c) hereof;

(vi) any asset that would constitute a Purchased Asset (if owned on the Closing Date) that is conveyed or otherwise disposed of during the period from the date hereof until the Closing Date and all proceeds, rights

and benefits related thereto either (A) in the ordinary course of business in accordance with Sections 7.1 and 7.2 hereof or (B) as otherwise expressly permitted by the terms of this Agreement;

(vii) all refunds, credits or rebates that were paid or will be paid by Sellers;

(viii) any Books and Records exclusively related to any Excluded Asset and any Employees who are not New Hires;

(ix) any assets of Sellers identified on Schedule 2.2(b)(ix);

(x) subject to Section 2.6, any Purchased Contract or Permit that requires the consent of a third party to be assumed and assigned hereunder as to which, by the Closing Date, such consent has not been obtained by virtue of a written consent or order of the Bankruptcy Court or otherwise;

(xi) the Seller Benefit Plans;

(xii) Sellers' rights under this Agreement and any debtor-in-possession loan agreement entered into after the date of this Agreement (the "DIP Loan Agreement");

(xiii) all Contracts of Sellers that are not Purchased Contracts;
and

(xiv) all insurance policies or rights to proceeds thereof relating to any Excluded Assets, including any directors' or officers' insurance policies and any fiduciary insurance policies of Sellers.

2.3 Assumption of Liabilities. On the terms and subject to the conditions and limitations set forth in this Agreement, at the Closing, Buyer will assume, effective as of the Closing, and will timely perform and discharge in accordance with their respective terms, the following Liabilities (the "Assumed Liabilities") and no others:

(a) all Liabilities under the Purchased Contracts that arise on or after the Closing Date or arise prior to the Closing Date to the extent requiring performance after the Closing Date (in each case, other than Liabilities arising out of or relating to any breach);

(b) all accounts payable and Assumed Trade Payables of Sellers arising in the ordinary course of business on or after the Petition Date and existing as of immediately prior to the Closing that do not constitute Retained Liabilities and that are set forth on Schedule 2.3(b) (which Schedule will be updated from time to time prior to the Closing by the mutual agreement of Buyer and the Company in good faith), provided that in each case such assumption will be limited to the individual amounts set forth on Schedule 2.3(b) (as such

Schedule exists at the Closing) and included in the calculation of Closing Working Capital;

(c) all Liabilities arising from the sale of products of the Business pursuant to product warranties, product returns, customer programs, credits and rebates under Purchased Contracts;

(d) all Liabilities for Taxes due or payable for any Tax period (or portion thereof) beginning after the Closing Date that arise out of the ownership or operation of the Business or the Purchased Assets following the Closing Date;

(e) all Buyer's Transfer Taxes; and

(f) any cure amounts that Buyer is required to pay pursuant to the third sentence of Section 2.5.

2.4 Retained Liabilities. Buyer will not assume and will be deemed not to have assumed, and Sellers will be solely liable with respect to, any Liabilities of Sellers other than the Assumed Liabilities (collectively, the "Retained Liabilities"). For the avoidance of doubt, the Retained Liabilities include the following:

(a) all Liabilities existing prior to the Petition Date that are subject to compromise in the Bankruptcy Case, other than any Liabilities assumed by Buyer pursuant to Section 2.3;

(b) all Liabilities relating to or arising out of the ownership or operation of an Excluded Asset, including all Liabilities of the Excluded Subsidiaries;

(c) any cure amounts that Sellers are required to pay (or have paid on their behalf) pursuant to the second sentence of Section 2.5;

(d) all Liabilities for Taxes due or payable by Seller for any Tax period (or portion thereof) ending on or before the Closing Date that arise out of the ownership or operation of the Business or the Purchased Assets on or before the Closing Date, except for Liabilities for Taxes attributable to actions of the Buyer after the Closing Date;

(e) all Liabilities of Sellers arising under the Consolidated Omnibus Budget Reconciliation Act (COBRA) in respect of Employees;

(f) all obligations of Sellers under the DIP Loan Agreement;

(g) all Liabilities relating to amounts required to be paid by Sellers hereunder;

(h) all Sellers' Transfer Taxes;

(i) all 503(b)(9) Claims; and

(j) all Liabilities arising from the sale of products of the Business by Sellers prior to the Closing Date pursuant to product warranties, product returns, customer programs, credits and rebates, other than any Liabilities assumed by Buyer pursuant to Section 2.3(c).

2.5 Cure Amounts. At Closing and pursuant to section 365 of the Bankruptcy Code, Sellers will assume and assign to Buyer and Buyer will assume from Sellers, the Purchased Contracts that are deemed to be executory contracts or unexpired leases for purposes of section 365 of the Bankruptcy Code. The cure amounts necessary to cure all defaults under any Purchased Contracts set forth on Schedule 2.5(a) will be paid by Buyer on behalf of Sellers at the Closing as set forth in Section 3.2(b), as such amounts are finally determined by the Bankruptcy Court pursuant to the procedures set forth in the Bid Procedures Order and/or the Sale Order (the "Final Cure Costs"), and Buyer will have no liability therefor (other than to make such payments on Sellers' behalf). The cure amounts necessary to cure all defaults under any Purchased Contracts set forth on Schedule 2.5(b) will be paid by Buyer at the Closing, as such amounts are finally determined by the Bankruptcy Court pursuant to the procedures set forth in the Bid Procedures Order and/or the Sale Order, and Sellers will have no liability therefore.

2.6 Non-Assignment of Assets. Notwithstanding any other provision of this Agreement to the contrary, this Agreement will not constitute an agreement to assign or transfer and will not effect the assignment or transfer of any Purchased Contract if (a) an attempted assignment thereof, without the approval, authorization or consent of, or granting or issuance of any license or permit by, any third party thereto (each such action, a "Necessary Consent"), would constitute a breach thereof or in any way adversely affect the rights of Buyer thereunder and (b) the Bankruptcy Court has not entered an Order providing that such Necessary Consent is not required. In such event, and without limiting any other provision of this Agreement, Sellers and Buyer will use their commercially reasonable efforts to obtain the Necessary Consents with respect to any such Purchased Contract or any claim or right or any benefit arising thereunder for the assignment thereof to Buyer as Buyer may reasonably request; provided, however, that Sellers will not be obligated to pay any consideration therefor to any third party from whom consent or approval is requested or to initiate any Actions or Proceedings to obtain any such consent or approval. If such Necessary Consent is not obtained, or if an attempted assignment thereof would be ineffective or would adversely affect the rights of any Seller thereunder so that Buyer would not in fact receive all such rights, such Seller and Buyer will cooperate in a mutually agreeable arrangement, to the extent feasible and at no expense to such Seller, under which Buyer would obtain the benefits and assume the obligations thereunder in accordance with this Agreement, including subcontracting, sub-licensing or sub-leasing to Buyer, or under which such Seller would enforce such rights for the benefit of Buyer with Buyer assuming such Seller's obligations and any and all rights of such Seller against a third party thereto.

2.7 Further Conveyances and Assumptions. (a) From time to time following the Closing, Sellers (to the extent practicable) will make available to Buyer

such non-confidential data in personnel records of New Hires as is reasonably necessary for Buyer to transition such New Hires into Buyer's records.

(b) From time to time following the Closing, Sellers (to the extent practicable) and Buyer will, and will cause their respective Affiliates to, execute, acknowledge and deliver all such further conveyances, notices, assumptions, releases and other instruments, and take such further actions, as may be reasonably necessary or appropriate to assure fully to Buyer and its respective successors or assigns, all of the properties, rights, titles, interests, estates, remedies, powers and privileges intended to be conveyed to Buyer under this Agreement and to assure fully to Sellers and their Affiliates and their successors and assigns, the assumption of the Assumed Liabilities and other obligations intended to be assumed by Buyer under this Agreement, and to otherwise make effective the transactions contemplated hereby.

ARTICLE III CONSIDERATION; ADJUSTMENT

3.1 Purchase Price. The aggregate purchase price (the "Purchase Price") is (a) the amount of cash designated on the signature page as the "Cash Purchase Price," subject to adjustment pursuant to Section 3.4 and (b) the assumption by Buyer of the Assumed Liabilities.

3.2 The Closing. (a) Unless this Agreement has been terminated pursuant to Section 9.1, and subject to the satisfaction or waiver of the conditions set forth in Article VIII, the closing of the transactions contemplated by this Agreement (the "Closing") will take place at the offices of Jones Day, 222 East 41st Street, New York, NY 10017, at 10:00 a.m., local time, on the second Business Day following the date of satisfaction of the conditions set forth in Article VIII (other than the conditions that by their nature are to be satisfied at Closing, but subject to the satisfaction and waiver of such conditions), unless another date, time or place is mutually agreed to in writing by the parties hereto (the "Closing Date").

(b) At the Closing, (i) Buyer will pay the Cash Purchase Price (as adjusted, if applicable, pursuant to Section 3.4), less the amount of (A) the Initial Escrow Deposit, (B) the amount of the Estimated IBNR/FSA Liability Amount, and (C) the amount of the Final Cure Costs, by wire transfer of immediately available United States funds to an account or accounts designated by the Company no later than two Business Days prior to the Closing Date, (ii) Sellers will deliver the certificates and other documents to be delivered under Article VIII, (iii) Buyer will deliver the documents to be delivered under Article VIII and the other deliveries contemplated by Section 3.5, and (iv) Buyer will pay by wire transfer of immediately available United States funds or by check, on behalf of Sellers, the Final Cure Costs to the Persons entitled to be paid such Final Cure Costs pursuant to the Bid Procedures Order and/or the Sale Order.

3.3 Initial Escrow Deposit. (a) Upon the execution of this Agreement, Buyer will deliver to Wells Fargo Bank, National Association (the "Escrow Agent") cash in an amount equal to \$500,000 by wire transfer of immediately available United States

funds and Buyer will deliver to the Escrow Agent no later than 5:00 p.m. EST on the third Business Day after the date of this Agreement cash in an amount equal to \$1.5 million by wire transfer of immediately available United States funds (including all interest accrued thereon, collectively, the "Initial Escrow Deposit"). The Initial Escrow Deposit will be held by the Escrow Agent during the Initial Escrow Period in an account and will be released as follows and in accordance with the terms of the escrow agreement entered into among Buyer, the Company and the Escrow Agent on the date hereof in the form of Exhibit C (the "Escrow Agreement").

(1) the Initial Escrow Deposit will be paid to Buyer in the event this Agreement is terminated by the Company or Buyer, or both of them, pursuant to Section 9.1(a), 9.1(b)(i) (unless, in the case of a termination by the Company, Buyer could not have terminated this Agreement at such time pursuant to Section 9.1(b)(i), 9.1(b)(iv), 9.1(b)(v) or 9.1(c), or by Buyer pursuant to Section 9.1(b)(ii), 9.1(b)(iii) or 9.1(d), and, in each event, will be paid upon such termination;

(2) the Initial Escrow Deposit will be paid to the Company in the event this Agreement is terminated by the Company pursuant to Section 9.1(e), 9.1(b)(i) (but only to the extent that Buyer could not have terminated this Agreement at such time pursuant to Section 9.1(b)(i), 9.1(b)(ii) or 9.1(b)(iii), and, in each event, will be paid upon such termination;

(3) if the Closing occurs, (A) the Initial Escrow Deposit will be held by the Escrow Agent during the Initial Escrow Period and will be paid to Buyer during the Initial Escrow Period in amounts equal to Sellers' obligations to Buyer under Section 3.4 and otherwise for any losses, liabilities, claims, damages, expenses (including costs of investigation and defense and reasonable attorneys' fees and expenses) or diminution of value suffered or incurred by Buyer, whether or not involving a third-party, arising from or in connection with (i) any breach of any representation or warranty made by Sellers in this Agreement, Sellers' Disclosure Schedule or any certificate, transfer instrument, document, writing or instrument delivered by Sellers pursuant to this Agreement, (ii) any breach of any covenant or obligation of Sellers in this Agreement or in any certificate, transfer instrument, document, writing or instrument delivered by Sellers pursuant to this Agreement, or (iii) any Retained Liabilities; provided, however, that in no event will Seller have any liability, and in no event will Buyer be entitled to be paid any amounts from the Initial Escrow Deposit, in excess of \$125,000 in respect of any losses, liabilities, claims, damages, expenses or diminution of value resulting from any event described in clauses (i)-(iii); and (B) upon the expiration of the Initial Escrow Period, the remaining balance of the Initial Escrow Deposit, if any, will be paid to the Company. In the event of any dispute or disagreement between Buyer and Sellers with respect to whether any event described in clauses (A)(i)-(iii) of the previous sentence has occurred, or whether any amounts are payable out of the Initial Escrow Deposit with respect thereto, or whether any amounts are payable out of any Closing Escrow Deposit with respect to the matters set forth in Section 3.5, such disputes or disagreements will be submitted by the parties for final determination by the Bankruptcy Court on an expedited basis (to the extent permitted by the Bankruptcy Court).

(b) Notwithstanding anything to the contrary contained in this Agreement, any amount due to Buyer from Sellers pursuant to this Section 3.3 or Section 3.4 will be paid solely from and to the extent of, and will be limited to, the funds contained at such time in the Initial Escrow Deposit, regardless of whether such funds are sufficient to satisfy any obligations of Sellers hereunder, and none of Sellers, their Representatives, Affiliates or any of Sellers' creditors or other interested parties will have any obligation to make up any such shortfall.

3.4 Working Capital. (a) For the purpose of determining the adjustment to the Cash Purchase Price, no less than two Business Days prior to the date of the final hearing to approve the Sale Order (the "Sale Hearing"), the Company will prepare and deliver to Buyer a statement (such statement, the "Estimated Closing Working Capital Statement") setting forth the Company's good faith estimate of the Closing Working Capital as of the close of business on the last Business Day immediately prior to the expected Closing Date (such effective date and time, the "Adjustment Determination Effective Time," and such estimated amount, the "Estimated Closing Working Capital Amount"), and the components and calculation thereof as of the Adjustment Determination Effective Time. The Estimated Closing Working Capital Statement will be subject to the review of Buyer. If Buyer disputes the Estimated Closing Working Capital Amount, then Buyer and the Company will cooperate and negotiate in good faith to resolve any dispute regarding the Estimated Closing Working Capital Statement prior to the Sale Hearing (the results of any such resolution to be reflected on a new Estimated Closing Working Capital Statement, which will be considered the Estimated Closing Working Capital Statement for all further purposes); provided that if any item of dispute regarding the Estimated Closing Working Capital Statement is not resolved by agreement in writing between Buyer and the Company prior to the Sale Hearing, then Sellers' estimate of such disputed item will be deemed final for purposes of the Closing absent manifest error. To the extent that the Estimated Closing Working Capital Amount exceeds the Target Working Capital, the Cash Purchase Price payable at the Closing will be increased by the amount of the excess, and to the extent that the Estimated Closing Working Capital Amount is less than the Target Working Capital, the Cash Purchase Price will be reduced by the amount of such deficiency.

(b) Within 30 Business Days after the Closing Date, Buyer will cause to be prepared and delivered to the Company a statement (the "Post Closing Working Capital Statement") setting forth Buyer's calculation of the Closing Working Capital as of the Adjustment Determination Effective Time, and the components and calculation thereof as of the Adjustment Determination Effective Time.

(c) The Company will have 20 Business Days following its receipt of the Post Closing Working Capital Statement to review the Post Closing Working Capital Statement and, during such time, (A) Buyer will give the Company and its Representatives reasonable access to all Books and Records of Buyer (including with respect to the Business) as is reasonably requested by the Company or its Representatives and (B) the Company may dispute any items set forth on the Post Closing Working Capital Statement (or specific calculations or methods contemplated

thereby). Unless the Company delivers written notice to Buyer of any dispute thereof on or prior to the 20th Business Day after the Company's receipt of the Post Closing Working Capital Statement, the Company will be deemed to have accepted and agreed to the Post Closing Working Capital Statement and such statement will be final, binding and conclusive. If the Company notifies Buyer in writing of any disputed items contained in the Post Closing Working Capital Statement (or any specific calculations or methods contemplated thereby) within such 20 Business Day period, then for ten Business Days following delivery of such notice by the Company to Buyer (the "Resolution Period"), Buyer and the Company will attempt in good faith to resolve their differences with respect to the disputed items (the "Disputed Items"). Any resolution by Buyer and the Company during the Resolution Period as to any Disputed Items will be set forth in writing and will be final, binding and conclusive. If Buyer and the Company do not resolve all Disputed Items by the end of the Resolution Period, then all Disputed Items remaining in dispute will be submitted within five calendar days after the expiration of the Resolution Period to a national independent accounting firm mutually acceptable to Buyer and the Company (the "Neutral Arbitrator"). The Neutral Arbitrator will act as an arbitrator to determine only those Disputed Items remaining in dispute as of the end of the Resolution Period. In resolving such Disputed Items, the Neutral Arbitrator may not assign a value to any Disputed Item greater than the greatest value for such Disputed Item claimed by Buyer or the Company or less than the lowest value for such Disputed Item claimed by Buyer or the Company. All fees and expenses relating to the work, if any, to be performed by the Neutral Arbitrator will be allocated between Buyer and the Company in the same proportion that the aggregate amount of the Disputed Items so submitted to the Neutral Arbitrator that is unsuccessfully disputed by each such party (as finally determined by the Neutral Arbitrator) bears to the total amount of such Disputed Items so submitted. In addition, each of Buyer and the Company will give the Neutral Arbitrator reasonable access to all Books and Records, facilities and personnel of such party as reasonably necessary to perform its function as arbitrator. In the event Buyer or the Company participates in teleconferences or meetings with or make presentations to the Neutral Arbitrator, the other party will be entitled to participate in such teleconferences, meetings or presentations. Buyer and the Company will use their commercially reasonable efforts to cause the Neutral Arbitrator to deliver to Buyer and the Company a written determination (such determination to include a work sheet setting forth all material calculations and methods used in arriving at such determination) of the Disputed Items submitted to the Neutral Arbitrator within five calendar days of receipt of such Disputed Items, which determination will be final, binding and conclusive and upon which judgment may be entered. The final, binding and conclusive Post Closing Working Capital Statement based either upon agreement or deemed agreement by Buyer and the Company or the written determination delivered by the Neutral Arbitrator in accordance with this Section 3.4(c) will be the "Conclusive Closing Working Capital Statement."

(d) If the Closing Working Capital reflected on the Conclusive Closing Working Capital Statement exceeds the Estimated Closing Working Capital Amount, then Buyer will pay Sellers the amount of such excess by wire transfer of immediately available funds to one or more bank accounts designated by the Company in writing to Buyer; provided that in no event will such payment or Buyer's liability under this Section

3.4(d) exceed \$2,000,000. If the Estimated Working Capital Amount exceeds the Closing Working Capital reflected on the Conclusive Closing Working Capital Statement, then Sellers will pay Buyer the amount of such excess by wire transfer of immediately available funds to one or more bank accounts designated by Buyer in writing to Sellers; provided that in no event will such payment or Sellers' liability under this Section 3.4(d) exceed \$2,000,000 (and such payment will be made solely from the Initial Escrow Deposit). All payments to be made pursuant to this Section 3.4(d) will be made no later than the second Business Day following the date of the final determination of the Conclusive Closing Working Capital Statement pursuant to Section 3.4(c).

(e) To the extent the payments set forth in Section 3.4(d) are made prior to the two-month anniversary of the Closing Date, then simultaneously with such payments, the Escrow Agent will disburse to the Company all funds in excess of \$125,000, if any, remaining in the initial Escrow Deposit by wire transfer of immediately available funds to one or more bank accounts designated by the Company.

3.5 Additional Escrow Amounts. (a) General. At the Closing, Buyer will deliver to the Escrow Agent cash in an amount equal to (i) \$200,000 (the "D&O Escrow Deposit"), plus (ii) \$150,000 plus the Estimated IBNR/FSA Liability Amount (collectively, the "IBNR Escrow Deposit"), plus (iii) the Individual Health Insurance Escrow Deposit (collectively with the D&O Escrow Deposit and the IBNR Escrow Deposit, including all interest accrued thereon, the "Closing Escrow Deposits") by wire transfer of immediately available United States funds. The Closing Escrow Deposits will be held by the Escrow Agent in separate accounts and will be released as set forth in this Section 3.5 and in accordance with the terms of the Escrow Agreement.

(b) D&O Escrow Deposit. In the event of any threatened or actual Action or Proceeding, whether civil, criminal or administrative, in or to which any current or former director or officer of the Company (each, an "Indemnified Party") is, was or becomes a party or witness or other participant, or is threatened to be made a party or witness or other participant, based on, or arising out of or relating to (i) the fact that such Person is serving or did serve in the capacity of a director or officer of the Company or (ii) this Agreement or any of the transactions contemplated by this Agreement or the process leading up to the negotiation, execution and delivery of this Agreement, whether asserted or arising before or after the Closing, from and after the Closing, the Indemnified Parties will be entitled to be indemnified out of the D&O Escrow Deposit from and against any losses, claims, damages (including consequential damages), liabilities, costs, legal and other expenses (including reasonable expenses of investigation and litigation and attorneys' and other professionals' fees and costs incurred in the investigation or defense thereof or the enforcement of rights hereunder), judgments, fines and amounts paid in settlement that are incurred by such Indemnified Parties, after deducting therefrom the amount of any insurance proceeds from a third-party insurer actually received by such Indemnified Parties in respect of such amounts (net of any costs and expenses incurred by such Indemnified Parties). On the first anniversary of the Closing Date, the Escrow Agent will release a portion of the D&O Escrow Deposit to Buyer such that, following such release, the amount remaining in the

D&O Escrow Deposit equals only the amount, if any, of claims for indemnification contemplated by this Section 3.5(b) asserted prior to such date but not yet resolved.

(c) IBNR Escrow Deposit. The IBNR Escrow Deposit will be held by the Escrow Agent until the first anniversary of the Closing Date (the "IBNR Escrow Period") and will be paid to the Company during such period to the extent that any Seller incurs any Liabilities following the Closing Date in respect of any claims under a group health or flexible spending plan of Sellers that were incurred but not yet reported or paid as of the Closing Date ("Eligible IBNR Claims"). The Escrow Agent will cause to be paid to the Company the amounts necessary to satisfy all Eligible IBNR Claims payable prior to the end of the IBNR Escrow Period, up to the aggregate amount of the IBNR Escrow Deposit. Upon the expiration of the IBNR Escrow Period, the remaining balance of the IBNR Escrow Deposit, if any, will be paid to the Company; provided, however, that to the extent the aggregate amount of all Eligible IBNR Claims under a group health plan (but not a flexible spending plan) paid prior to such date do not exceed \$300,000 (the amount of such shortfall, the "IBNR Shortfall"), a portion of the remaining balance of the IBNR Escrow Deposit equal to 50% of the IBNR Shortfall will be paid to Buyer (and the remaining balance of the IBNR Escrow Deposit will be paid to the Company).

(d) Individual Health Insurance Escrow Deposit. The Individual Health Insurance Escrow Deposit will be held by the Escrow Agent until the four-month anniversary of the Closing Date (the "Individual Health Insurance Escrow Period") and will be available to be paid to Employees as of immediately prior to the New Hire Deadline who do not become New Hires ("Eligible Employees") to the extent that any such Eligible Employee purchases an individual or family health insurance policy for the Eligible Employee and/or the dependents of the Eligible Employee who were covered by a group health plan of any Seller prior to the Closing Date that provides coverage for either of the first two full calendar months following the Closing Date (the "Eligible Monthly Periods"). In the event that an Eligible Employee provides written evidence of the purchase of such an individual or family health insurance policy and payment by such Eligible Employee of a premium in respect of one or more Eligible Monthly Periods, the Escrow Agent will cause to be paid to such Eligible Employee \$1,000 per Eligible Monthly Period (less applicable withholding, which will be calculated by, and paid to, the Company), up to an aggregate amount of \$2,000 (less applicable withholding). Upon the two-week anniversary of the expiration of the Individual Health Insurance Escrow Period, the remaining balance of the Individual Health Insurance Escrow Deposit, if any, will be paid to Buyer.

3.6 Prepaid Inventory. On the Closing Date, Sellers will deliver to Buyer a statement setting forth a list of all of the inventory of Sellers that has been prepaid by Sellers prior to the Closing but not yet delivered to Sellers as of the Closing and that would have been reflected in the line item for "inventory" on a combined balance sheet of Sellers and the Included Subsidiaries as of the Closing but for the fact that such prepaid inventory had not yet been so delivered and that has not been included in the calculation of Closing Working Capital (the "Potential Prepaid Inventory"), together with the purchase price for each item of Potential Prepaid Inventory (the

"Inventory Price"). Within 10 calendar days after the two-month anniversary of the Closing Date, Buyer will deliver to the Company a statement indicating which items of Potential Prepaid Inventory were delivered to Buyer or its Subsidiaries, and not returned or in the process of being returned, prior to the two-month anniversary of the Closing Date and which are included in the Purchased Assets and received free and clear of all Liens, other than those created by Buyer or its Affiliates and other than Permitted Liens (the "Delivered Prepaid Inventory"), and setting Buyer's calculation of the aggregate Inventory Price of such Delivered Prepaid Inventory (the "Final Prepaid Inventory Statement"). The Company will have 10 calendar days following its receipt of the Final Prepaid Inventory Statement to review the Final Prepaid Inventory Statement and, during such time, Buyer will give the Company and its Representatives reasonable access to all Books and Records of Buyer as is reasonably requested by the Company to confirm the Final Prepaid Inventory Statement. Unless the Company delivers written notice to Buyer of any dispute thereof on or prior to the 10th calendar day after the Company's receipt of the Final Prepaid Inventory Statement, the Company will be deemed to have accepted and agreed to the Final Prepaid Inventory Statement and the Inventory Price for the Delivered Prepaid Inventory reflected thereon and such statement will be final, binding and conclusive. If the Company notifies Buyer in writing of any dispute with respect to the Final Prepaid Inventory Statement or the Inventory Price for the Delivered Prepaid Inventory reflected thereon, then such dispute will be resolved in the same manner that Disputed Items are resolved pursuant to Section 3.4(c). Within five calendar days of the finalization of the Final Prepaid Inventory Statement and the determination of the aggregate Inventory Price for the Delivered Prepaid Inventory pursuant to this Section 3.6, Buyer will pay to the Company an amount equal to such aggregate Inventory Price by wire transfer of immediately available United States funds to an account specified by the Company.

ARTICLE IV REPRESENTATIONS AND WARRANTIES OF SELLERS

Except as set forth in the Seller SEC Documents or the disclosure schedule delivered by the Company to Buyer prior to the execution and delivery of this Agreement (the "Sellers' Disclosure Schedule"), each Seller represents and warrants to Buyer as follows:

4.1 Corporate Existence. (a) Each Seller is a corporation duly organized, validly existing and in good standing under the Laws of its jurisdiction, incorporation, organization or formation, and, subject to limitations imposed on such Seller as a result of having filed a petition for relief under the Bankruptcy Code, has all requisite power and authority to own, operate and lease its assets and properties and to conduct the Business as presently conducted. Each Seller is duly qualified or licensed to do business and is in good standing in each jurisdiction in which such qualification or licensing is necessary under applicable Law, except where the failure to be so qualified or licensed and to be in good standing could not reasonably be expected, individually or in the aggregate with other such failures, to have a Seller Material Adverse Effect.

(b) Each Included Subsidiary is a corporation, company or limited liability company duly incorporated, organized or formed, validly existing and in good standing under the Laws of its jurisdiction of incorporation, organization or formation, and has all requisite power and authority to own, operate and lease its assets and properties and to conduct the Business as presently conducted. Each Included Subsidiary is duly qualified and licensed to do business and is in good standing in each jurisdiction in which such qualification or licensing is necessary under applicable Law, except where the failure to be so qualified or licensed and to be in good standing could not reasonably be expected, individually or in the aggregate with other such failures, to have a Seller Material Adverse Effect. Section 4.1(b) of Sellers' Disclosure Schedule sets forth, (i) the name and jurisdiction of incorporation or formation of each Included Subsidiary, (ii) the number of issued and outstanding shares of its capital stock or other equity interests, and (iii) the owners of such shares or other equity interests.

4.2 Authority. Subject to the entry of the Bid Procedures Order and the Sale Order and such other authorization as is required by the Bankruptcy Court, each Seller has the requisite corporate power and authority to execute and deliver this Agreement, to perform its obligations hereunder and to consummate the transactions contemplated hereby. The execution and delivery by each Seller of this Agreement, and the performance by each Seller of its obligations hereunder, have been duly authorized and unanimously approved by all requisite corporate action on the part of such Seller. This Agreement has been duly and validly executed and delivered by each Seller (and assuming the due authorization, execution and delivery by the other parties hereto, the entry of the Sale Order and, with respect to Sellers' obligations under Section 6.2, the entry of the Bid Procedures Order) constitutes its legal, valid and binding obligation, enforceable against Sellers in accordance with its terms, subject to general principles of equity, including principles of commercial reasonableness, good faith and fair dealing (regardless of whether enforcement is sought in a proceeding at law or in equity) (the "Enforceability Exception").

4.3 Capital Stock of Subsidiaries. The outstanding shares of capital stock or share capital of, or membership interests, ownership interests or other equity interests in, as the case may be, each Included Subsidiary (the "Subsidiary Equity Interests") are set forth in Section 4.1(b) of Sellers' Disclosure Schedule and are duly authorized, validly issued, fully paid and nonassessable, and owned, beneficially and of record, by the Person set forth in Section 4.1(b) of Sellers' Disclosure Schedule, free and clear of any Liens other than Permitted Liens. There are no (i) outstanding Options in respect of any Included Subsidiary or any outstanding obligations to grant, extend or enter into any such Option, (ii) voting trusts, proxies or other commitments, understandings, restrictions or other arrangements in favor of any Person with respect to the voting of or the right to participate in dividends or other earnings on any capital stock or share capital of, or any membership interest, ownership interest or other equity interest in, any Included Subsidiary, or (iii) commitments, understandings, obligations or arrangements of any Included Subsidiary to repurchase, redeem or otherwise acquire or make any payment in respect of or measured or determined based on the value of capital stock or share capital of, or any membership interest, ownership interest or other equity interest in, any Included Subsidiary.

4.4 Governmental Approvals and Filings. Except to the extent not required if the Sale Order is entered, no consent, approval or action of, filing with or notice to any Governmental Authority is required to be obtained or made by Sellers or any Included Subsidiary in connection with the execution, delivery and performance of this Agreement or the consummation of the transactions contemplated hereby, except (i) for the necessary filings by the Company under the Exchange Act and, if applicable, the HSR Act or any Antitrust Law of any foreign jurisdiction applicable to the transactions contemplated by this Agreement and the expiration or earlier termination of the applicable waiting period(s) thereunder, (ii) the entry of the Sale Order, (iii) the entry of the Bid Procedures Order with respect to Sellers' obligations under Section 6.2, and (iv) where the failure to obtain any such consent, approval or action to make any such filing or to give any such notice, individually or in the aggregate, could not reasonably be expected to have a Seller Material Adverse Effect.

4.5 Reports and Financial Statements. (a) The Company has filed all of the Seller SEC Reports. No Subsidiary of the Company is required to file any form, report, registration statement, prospectus or other document with the SEC. As of their respective dates (and, if amended or superseded by a filing prior to the date of this Agreement or the Closing Date, then on the date of such filing), none of the Seller SEC Reports contained, and none of the Seller SEC Reports filed subsequent to the date hereof will contain, any untrue statement of a material fact or omit to state a material fact required to be stated therein or necessary to make the statements therein, in light of the circumstances under which they were made, not misleading.

(b) Each of the consolidated financial statements of the Company (including, in each case, any notes thereto) contained in the Company SEC Reports was prepared in accordance with GAAP (except as may be indicated in the notes thereto) and presented fairly in all material respects the consolidated financial position, results of operations and cash flows of the Company and its consolidated Subsidiaries as of the respective dates thereof and for the respective periods indicated therein, except as otherwise noted therein and subject, in the case of unaudited statements, to normal year-end adjustments in amounts that are immaterial in nature and amounts consistent with past practice. The interim balance sheet of the Company dated as of May 31, 2009 presented fairly in all material respects the consolidated financial position of the Company and its consolidated Subsidiaries as of the date thereof, except as otherwise noted therein and subject to normal year-end adjustments. The books and records of the Company and the Included Subsidiaries have been, and are being, maintained in all respects in accordance with GAAP. The management of the Company has (i) designed disclosure controls and procedures to ensure that material information relating to the Company, including its consolidated Subsidiaries, is made known to the management of the Company by others within those entities and (ii) has disclosed, based on its most recent evaluation, to the Company's auditors and the audit committee of the Board of Directors of the Company (A) all significant deficiencies in the design or operation of internal controls which could adversely affect the Company's ability to record, process, summarize and report financial data and have identified for the Company's auditors any material weaknesses in internal controls and (B) any fraud,

whether or not material, that involves management or other employees who have a significant role in the Company's internal controls.

4.6 Title to Assets. Sellers have good and marketable title to, or in the case of leaseholds, valid leasehold interests in, the Purchased Assets, and, subject to the entry of the Sale Order, Buyer will be vested with good title to the Purchased Assets, free and clear of any Liens, other than Permitted Liens, to the fullest extent permissible under section 363(f) of the Bankruptcy Code. The Included Subsidiaries have good and marketable title to, or in the case of leaseholds, valid leasehold interests in, all of their respective properties, assets and rights existing as of the Closing, whether real or personal, tangible or intangible, free and clear of any Liens, other than Permitted Liens.

4.7 Certain Representations Regarding Included Subsidiaries. Except as could not reasonably be expected to have, individually or in the aggregate, a Seller Material Adverse Effect:

(a) Compliance With Laws and Orders. No Included Subsidiary is in violation of or in default under any Law or Order. No investigation or review by any governmental, regulatory or administrative agency or authority or court or other tribunal concerning any possible violation or default of Law or Order by any Included Subsidiary is pending or, to the Knowledge of the Company, threatened, nor has any such investigation occurred during the last five years. Each Included Subsidiary holds all material Permits required to conduct the Business as it is presently conducted, all such Permits are valid and in full force and effect and each Included Subsidiary is in compliance with all such Permits.

(b) Legal Proceedings. There are no Actions or Proceedings pending or, to the Knowledge of the Company, threatened against, relating to or affecting, the Included Subsidiaries. There are no Orders outstanding against the Included Subsidiaries.

(c) Labor Relations. No Included Subsidiary is a party to or bound by any collective bargaining agreement covering the Employees and, to the Knowledge of the Company, there are no labor unions or other organizations representing, purporting to represent or attempting to represent any Employees of any Included Subsidiary. There has not occurred or, to the Knowledge of the Company, been threatened any material strike, slowdown, picketing, work stoppage, concerted refusal to work overtime or other similar labor activity with respect to any Employees of any Included Subsidiary. There are no labor disputes currently subject to any grievance procedure, arbitration or litigation, or any Action or Proceeding, and there is no representation petition pending or, to the Knowledge of the Company, threatened with respect to any Employee of any Included Subsidiary.

(d) Taxes. (i) The Included Subsidiaries have filed, or caused to be filed, all material Tax Returns that it was required to file, (ii) all such Tax Returns were correct and complete in all material respects, and (iii) all Taxes owed by the Included Subsidiaries (as shown on any Tax Return) have been paid, except as to Taxes of the

Included Subsidiaries the payment of which is prohibited or stayed by the Bankruptcy Code. No Included Subsidiary currently is the beneficiary of any extension of time within which to file any material Tax Return.

(e) Intellectual Property. The Included Subsidiaries own or have valid licenses to use all material Intellectual Property used by the Included Subsidiaries in the ordinary course of business. As of the date hereof, no claims are pending against any Included Subsidiary before a Governmental Authority or, to the Knowledge of the Company, threatened with regard to the ownership by any Included Subsidiary of any material Intellectual Property.

4.8 Benefit Plans. (a) Section 4.8(a) of Sellers' Disclosure Schedule lists (i) all "employee benefit plans," as defined in Section 3(3) of ERISA, (ii) all employment, consulting or other individual compensation agreements, and (iii) all material bonus or other incentive, equity or equity-based compensation, deferred compensation, severance pay, sick leave, vacation pay, salary continuation, disability, hospitalization, medical, life insurance, scholarship programs, plans or arrangements as to which Sellers have any obligation or liability, contingent or otherwise, for current or former employees (collectively, the "Seller Benefit Plans") or as to which the Included Subsidiaries have any obligation or liability, contingent or otherwise, for current or former employees (collectively, the "Subsidiary Benefit Plans" and, together with Seller Benefit Plans, the "Benefit Plans"). Benefit Plans subject to Title IV of ERISA (the "Title IV Plans") are separately identified in Section 4.8(a) of Sellers' Disclosure Schedule. None of the Benefit Plans is a multiemployer plan as defined in Section 3(37) of ERISA or a Multiple Employer Plan or has been subject to Sections 4063 or 4064 of ERISA.

(b) True, correct and complete copies of the following documents, with respect to each of the Subsidiary Benefit Plans (as applicable), have been made available to Buyer: (i) all plans and related trust documents, and all amendments thereto; (ii) the most recent Forms 5500 and schedules thereto; (iii) the most recent financial statements and actuarial valuations; (iv) the most recent IRS determination letter; and (v) the most recent summary plan descriptions (including letters or other documents updating such descriptions).

(c) Each of the Subsidiary Benefit Plans intended to qualify under Section 401 of the Code has been determined by the IRS to be so qualified, and, to the Knowledge of the Company, nothing has occurred with respect to the operation of any such plan which could reasonably be expected to result in the revocation of such favorable determination.

(d) Except with respect to the Title IV Plans, all contributions and premiums required by law or by the terms of any Subsidiary Benefit Plan or any agreement relating thereto have been timely made to any funds or trusts established thereunder or in connection therewith in all material respects.

(e) Each of the Subsidiary Benefit Plans has been maintained in accordance with its terms and all provisions of applicable Law, except for such non-

compliance that could not reasonably be expected to have, individually or in the aggregate, a Seller Material Adverse Effect.

4.9 Environmental Matters. Except for any of the following as could not, individually or in the aggregate, be reasonably expected to have a Seller Material Adverse Effect, there are no Actions or Proceedings of any nature seeking to impose, or that could result in the imposition, on Sellers or any Included Subsidiary of any liability or obligation arising under common law relating to the Environment or under any Environmental Law, pending or, to the Knowledge of the Company, threatened against Seller or any Included Subsidiary. There is no reasonable basis for any such Action or Proceeding that would impose on Sellers or any Included Subsidiary any such liability or obligation that could, individually or in the aggregate, reasonably be expected to have a Seller Material Adverse Effect.

4.10 Financial Advisors. No Person has acted, directly or indirectly, as a broker, finder or financial advisor for Sellers or the Included Subsidiaries in connection with the transactions contemplated by this Agreement. No Person listed in Section 4.10 of Sellers' Disclosure Schedule is entitled to any fee or commission or like payment from Buyer in respect thereof.

4.11 No Conflicts. The execution and delivery by Sellers of this Agreement do not, and the performance by Sellers of their respective obligations under this Agreement and the consummation of the transactions contemplated hereby will not:

(a) conflict with or result in a violation or breach of any of the terms, conditions or provisions of the Charter Documents of Sellers;

(b) subject to entry of the Sale Order, result in a violation or breach of any term or provision of any Law or Order applicable to Sellers, other than such violations or breaches (i) which could not, individually or in the aggregate, reasonably be expected to have a Seller Material Adverse Effect or (ii) as would occur solely as a result of the identity or the legal or regulatory status of Buyer or any of their Affiliates; or

(c) subject to entry of the Sale Order, except as could not, individually or in the aggregate, reasonably be expected to have a Seller Material Adverse Effect, (i) result in a violation or breach of, (ii) constitute (with or without notice or lapse of time or both) a default under, (iii) require Sellers or any Included Subsidiary to obtain any consent, approval or action of, make any filing with or give any notice to any Person as a result or under the terms of, (iv) result in or give to any Person any right of termination, cancellation, acceleration or modification in or with respect to, or (v) result in the creation or imposition of any Lien, other than Permitted Liens, on Sellers or any Included Subsidiary under, any Contract to which Sellers or any Included Subsidiary is bound or is a party or to which any of the Purchased Assets or assets of any Included Subsidiary are subject.

4.12 Legal Proceedings. There are no Actions or Proceedings pending or, to the Knowledge of the Company, threatened against, relating to or affecting, Sellers which will not be stayed in the Bankruptcy Case or, if determined adversely to Sellers, could reasonably be expected to, individually or in the aggregate with other such Actions or Proceedings, have a Seller Material Adverse Effect.

4.13 Intellectual Property. Except as could not reasonably be expected to, individually or in the aggregate, have a Seller Material Adverse Effect, (a) Sellers own or have valid licenses to use all Intellectual Property used by Sellers in the ordinary course of business and (b) as of the date hereof, no claims are pending against Sellers before a Governmental Authority or, to the Knowledge of the Company, threatened with regard to the ownership by Sellers of any Intellectual Property.

4.14 Contracts. Section 4.14 of Sellers' Disclosure Schedule sets forth a list of all of the following written Contracts to which any Seller or any Included Subsidiary is a party or by which Sellers, any Included Subsidiary or any of their respective properties or assets is bound (other than Benefit Plans), in each case as of the date hereof:

- (a) Contracts for the sale of any of the assets of Sellers or any of the Included Subsidiaries other than in the ordinary course of business;
- (b) Contracts for joint ventures, strategic alliances, partnerships, licensing arrangements, or sharing of profits or proprietary information;
- (c) Contracts containing covenants of Sellers or any of the Included Subsidiaries not to compete in any line of business or with any Person in any geographical area;
- (d) Contracts relating to the acquisition (by merger, purchase of stock or assets or otherwise) by Sellers or any of the Included Subsidiaries of any operating business or the capital stock of any other Person;
- (e) Contracts relating to the incurrence, assumption or guarantee of any Indebtedness having an outstanding principal amount in excess of \$250,000;
- (f) purchase Contracts giving rise to Liabilities of Sellers or any of the Included Subsidiaries in excess of \$250,000;
- (g) all Contracts providing for payments by or to Seller or any of the Included Subsidiaries in excess of \$250,000 in any fiscal year;
- (h) all Contracts that are license, cross-license, royalty, development or other Intellectual Property agreements that involve fees in either the current or most recently completed fiscal year of the Company of more than \$250,000; or

(i) all Contracts that are real property leases providing for lease payments in either the current or the most recently completed fiscal year of the Company of more than \$250,000.

4.15 No Other Representations or Warranties; Schedules. Except for the representations and warranties contained in this Article IV (as modified by Sellers' Disclosure Schedule), neither any Seller nor any other Person makes any other express or implied representation or warranty with respect to Sellers, the Purchased Assets, the Business or the transactions contemplated by this Agreement, and Sellers disclaim any other representations or warranties, whether made by a Seller, any Affiliate of a Seller or any of Sellers' or their Affiliates' respective Representatives. Except for the representations and warranties contained in this Article IV (as modified by Sellers' Disclosure Schedule), Sellers expressly disclaim and negate any representation or warranty, expressed or implied, at common law, by statute or otherwise, relating to the condition of its assets (including any implied or expressed warranty of merchantability or fitness for a particular purpose, or of conformity to models or samples of materials), and any other representation, warranty, projection, forecast, statement or information made, communicated or furnished to Buyer or its Affiliates or Representatives. Sellers make no representations or warranties to Buyer regarding the probable success or profitability of the Business.

ARTICLE V REPRESENTATIONS AND WARRANTIES OF BUYER

Buyer represents and warrants to Sellers as follows:

5.1 Corporate Existence. Buyer is an entity of the type specified on the signature page, duly organized, validly existing and in good standing under the Laws of the state specified on the signature page, and has all requisite power and authority to own, operate and lease its assets and properties and to carry on its business as presently conducted, except where the failure to be in good standing or to have such power and authority would not be reasonably expected to have, individually or in the aggregate, a Buyer Material Adverse Effect.

5.2 Authority. Buyer has the requisite corporate or similar power and authority to execute and deliver this Agreement, to perform its obligations hereunder and to consummate the transactions contemplated hereby. The execution and delivery by Buyer of this Agreement, and the performance by Buyer of its obligations hereunder, have been duly and validly authorized by all necessary corporate or similar action of Buyer, and no other corporate or similar action on the part of Buyer or its equity holders is necessary to approve this Agreement or to consummate the transactions contemplated hereby. This Agreement has been duly and validly executed and delivered by Buyer and constitutes its legal, valid and binding obligation, enforceable against it in accordance with its terms, subject to applicable bankruptcy, insolvency, reorganization, moratorium and similar Laws affecting creditors' rights and remedies generally and subject also to the Enforceability Exception.

5.3 No Conflicts. The execution and delivery by Buyer of this Agreement do not, and the performance by Buyer of its obligations under this Agreement and the consummation of the transactions contemplated hereby will not:

(a) conflict with or result in a violation or breach of any of the terms, conditions or provisions of the Charter Documents of Buyer;

(b) result in a violation or breach of any term or provision of any Law or Order applicable to Buyer, other than such violations or breaches (i) which would not, individually or in the aggregate, reasonably be expected to have a Buyer Material Adverse Effect or (ii) as would occur solely as a result of the identity or the legal or regulatory status of Sellers or any of their Affiliates; or

(c) except as would not, individually or in the aggregate, reasonably be expected to have a Buyer Material Adverse Effect, (i) result in a violation or breach of, (ii) constitute (with or without notice or lapse of time or both) a default under, (iii) require Buyer to obtain any consent, approval or action of, make any filing with or give any notice to any Person as a result or under the terms of, (iv) result in or give to any Person any right of termination, cancellation, acceleration or modification in or with respect to, or (v) result in the creation or imposition of any Lien on Buyer under, any Contract to which Buyer is bound.

5.4 Governmental Approvals and Filings. No consent, approval or action of, filing with or notice to any Governmental Authority is required to be obtained or made by Buyer or its Subsidiaries in connection with the execution, delivery and performance of this Agreement or the consummation of the transactions contemplated hereby, except (i) if applicable, for the necessary filings by Buyer or its Affiliates under the Exchange Act, the HSR Act or any Antitrust Law of any foreign jurisdiction applicable to the transactions contemplated by this Agreement and the expiration or earlier termination of the applicable waiting period(s) thereunder, and (ii) where the failure to obtain any such consent, approval or action, to make any such filing or to give any such notice, individually or in the aggregate, would not reasonably be expected to have a Buyer Material Adverse Effect.

5.5 Legal Proceedings. There are no Actions or Proceedings pending or, to the Knowledge of Buyer, threatened against, relating to or affecting, Buyer which would reasonably be expected to, individually or in the aggregate with other such Actions or Proceedings, have a Buyer Material Adverse Effect

5.6 Financing. Upon the execution and delivery of this Agreement, Buyer will provide the Company with a true and complete copy of the equity commitment letter dated as of the date hereof, including all amendments, waivers or other modifications or supplements thereto (the "Equity Commitment Letter"), between Buyer and Wynnchurch Capital Partners II, LP. The proceeds of the financing contemplated by the Equity Commitment Letter, along with other funds available to Buyer (which may include additional funds from Wynnchurch Capital Partners II, LP not reflected in the Equity Commitment Letter), will be sufficient to fund at Closing the Cash

Purchase Price and to make all other necessary payments of fees and expenses of Buyer in connection with the transactions contemplated by this Agreement. The Equity Commitment Letter has not been withdrawn or modified and all commitment and other fees required to be paid under the Equity Commitment Letter have been paid when required to be paid thereunder and will be paid in the future as they become due. The Equity Commitment Letter is in full force and effect and is the legal, valid and binding obligations of Buyer and, to the Knowledge of Buyer, the other party thereto. No event has occurred which, with or without notice, lapse of time or both, would constitute a default or breach on the part of Buyer under any term or condition of the Equity Commitment Letter. All material conditions to the financing contemplated by the Equity Commitment Letter are set forth in the Equity Commitment Letter. Buyer will have available on the Closing Date all funds necessary to fund the Cash Purchase Price.

5.7 Financial Advisors. No Person has acted, directly or indirectly, as a broker, finder or financial advisor for Buyer or any of its Subsidiaries in connection with the transactions contemplated by this Agreement.

5.8 Performance of Purchased Contracts. Buyer is and will be capable of satisfying the conditions contained in sections 365(b)(1)(C) and 365(f) of the Bankruptcy Code with respect to all Purchased Contracts.

5.9 Certain Agreements. Neither Buyer nor any of its Affiliates is a party to any agreement with any Person that was a creditor in the Bankruptcy Case as of the Petition Date.

5.10 Condition of the Business. Notwithstanding anything contained in this Agreement to the contrary, Buyer acknowledges and agrees that Sellers are not making any representations or warranties whatsoever, express or implied, beyond those expressly given by Sellers in Article IV (as modified by Sellers' Disclosure Schedule), and Buyer acknowledges and agrees that, except for the representations, warranties and covenants contained therein, the Purchased Assets and the Business are being transferred on a "where is" and, as to condition, "as is" basis. Buyer acknowledges that it has conducted to its satisfaction its own independent investigation of the Business and, in making the determination to proceed with the transactions contemplated by this Agreement, Buyer relied on the results of its own independent investigation.

ARTICLE VI BANKRUPTCY COURT MATTERS

6.1 Competing Transaction. This Agreement is subject to approval by the Bankruptcy Court and the consideration by Sellers and the Bankruptcy Court of higher or better competing bids. From and after the date of the entry of the Bid Procedures Order, until the completion of the auction on the Auction Date, Sellers are permitted to cause their respective representatives and Affiliates to initiate contact with, or solicit or encourage submission of any inquiries, proposals or offers by, any Person (in addition to Buyer and its Affiliates and Representatives) with respect to any transaction (or series of transactions) that is or may be a Competing Transaction to the

extent, but only to the extent, that the Company (on behalf of itself and the other Sellers) determines in good faith that so doing is permitted or required by the Bid Procedures Order. Following the Auction Date, Sellers will not participate in any discussions with, or furnish any information to, any Person with respect to any Competing Transaction regardless of the terms thereof. For the avoidance of doubt, nothing herein will prohibit Sellers from (a) participating in any discussions with, or furnishing any information to, any Person with respect to the sale or disposition of any Excluded Asset or (b) prior to the date of entry of the Bid Procedures Order, participating in any discussions with, or furnishing any information to, any Person in response to such Person's written proposal regarding a Competing Transaction if, in the case of clause (b), the Company (on behalf of itself and the other Sellers) determines in good faith and consistent with its fiduciary duties (after consultation with outside counsel) that such Competing Transaction is reasonably expected to result in a Competing Transaction that that the Company (on behalf of itself and the other Sellers) determines in good faith, after consulting with Representatives of its creditors, to be a higher or better proposal for the Company and its creditors than the transactions with Buyer contemplated by this Agreement; provided that the Company will (i) provide copies to Buyer of all such written proposals and will use its best efforts to keep Buyer informed of the status and material details (including any material changes in the terms thereof) of any such written proposal and (ii) simultaneously provide to Buyer any information furnished to such Persons.

6.2 Break-Up Fee. In the event that this Agreement is terminated by Seller or Buyer pursuant to Section 9.1(b)(v), Sellers will pay to Buyer a cash amount equal to the Break-Up Fee upon the consummation of the Competing Transaction. In the event that this Agreement is terminated by the Company or Buyer pursuant to Section 9.1(c), Sellers will pay to Buyer a cash amount equal to the Break-Up Fee within two Business Days after such termination. The Break-Up Fee will equal the amount identified on the signature page hereto as the "Base Break-Up Fee," plus up to \$275,000 of the reasonable, documented out-of-pocket expenses of Buyer incurred in connection with this Agreement and the transactions contemplated hereby (such amount, collectively with such expenses, the "Break-Up Fee"). The Break-Up Fee will constitute an administrative expense of Sellers under the Bankruptcy Code (which will be a super-priority administrative expense claim with priority over any and all administrative expenses of the kind specified in sections 503(b) and 507(b) of the Bankruptcy Code). Notwithstanding anything to the contrary contained herein, upon payment of the Break-Up Fee, Sellers and their Representatives and Affiliates will be fully released and discharged from any Liability under or resulting from this Agreement and neither Buyer nor any other Person will have any other remedy or cause of action under or relating to this Agreement, the transactions giving rise thereto or any Competing Transaction.

6.3 Bankruptcy Court Filings. As promptly as practicable following the execution of this Agreement, Sellers will file with the Bankruptcy Court a motion seeking entry of the Sale Order and the Bid Procedures Order, and, subject to Section 6.1, Sellers will thereafter pursue diligently the entry of the Sale Order and the Bid Procedures Order. Buyer will promptly take such actions as are reasonably requested by Sellers to assist in obtaining entry of the Sale Order and the Bid Procedures Order

and a finding of adequate assurance of future performance by Buyer, including furnishing affidavits or other documents or information for filing with the Bankruptcy Court for the purposes, among others, of providing necessary assurances of performance by Buyer under this Agreement and demonstrating that Buyer is a "good faith" purchaser under section 363(m) of the Bankruptcy Code. In the event the entry of the Sale Order or the Bid Procedures Order is appealed, Sellers and Buyer will use their respective reasonable efforts to defend such appeal. Nothing in this Agreement or otherwise will preclude or otherwise limit the Company from taking any position in the Bankruptcy Case that the Board of Directors of the Company determines is appropriate in the circumstances then-existing.

ARTICLE VII COVENANTS

7.1 Conduct of Business. From the date of this Agreement through the Closing Date, except (a) as contemplated by this Agreement, (b) with the prior written consent of Buyer (which will not be unreasonably withheld, conditioned or delayed), or (c) with the prior approval of the Bankruptcy Court, Sellers will, and will cause the Included Subsidiaries to, operate the Business in all material respects in the ordinary course of business consistent in all material respects with past practice, recognizing, for this purpose, that each Seller is a debtor-in-possession in the Bankruptcy Case.

7.2 Certain Restrictions. From the date of this Agreement through the Closing Date, except (i) as contemplated by this Agreement, (ii) as set forth in Section 7.2 of Sellers' Disclosure Schedule (iii) with the prior written consent of Buyer (which will not be unreasonably withheld, conditioned or delayed), or (iv) with the prior approval of the Bankruptcy Court, Sellers will, and will cause the Included Subsidiaries to, refrain from:

- (a) other than in the ordinary course of business, disposing of, or incurring any Lien (other than Permitted Liens) on, any Purchased Assets;
- (b) authorizing, issuing, selling or otherwise disposing of any shares of, or securities convertible into or exchangeable or exercisable for, or any Option with respect to any shares of, capital stock of any Included Subsidiary, or modifying or amending any right of any holder of outstanding shares of capital stock or share capital of, or Option with respect to, any Included Subsidiary;
- (c) amending any Charter Documents of any Included Subsidiary, or taking any action with respect to any such amendment or any merger, consolidation, recapitalization, reorganization, liquidation or dissolution of Sellers or any such Included Subsidiary;
- (d) other than in the ordinary course of business, entering into, amending, modifying, terminating (partially or completely), granting any waiver under or giving any consent with respect to any Purchased Contract that is material to the Business;

(e) granting any material increase in the fringe benefits or compensation payable or to become payable by Sellers or any Included Subsidiary to any executive officer or director of the Company;

(f) adopting, amending or otherwise materially increasing, or accelerating the payment or vesting of the amounts payable or to become payable to any executive officer or director of the Company under any existing Benefit Plan;

(g) entering into or amending in any material respect any existing employment or severance agreement with, or, except in accordance with the existing written policies of the Company or existing Contracts, granting any severance or termination pay to, any executive officer or director of the Company;

(h) entering into any commitment for capital expenditures, except as contemplated by the capital budget previously furnished to Buyer by the Company as attached as Schedule 7.2(h);

(i) incurring any additional Indebtedness, except, in the case of the Company, as set forth in and permitted under the DIP Loan Agreement and, in the case of the Included Subsidiaries, as set forth in and permitted under any existing credit facilities of the Included Subsidiaries;

(j) paying any dividends or incurring any intercompany accounts payable, other than intercompany accounts payable to an Excluded Subsidiary or that would be discharged pursuant to Section 7.11; or

(k) agreeing to do anything prohibited by this Section 7.2.

7.3 Certain Related Party Transactions. Prior to the Closing, Sellers will not engage in any transaction with any executive officer or director of the Company outside the ordinary course of business.

7.4 Confidentiality and Publicity. The parties agree that (i) any information furnished to or obtained by Buyer or any of its Representatives during the period from the date of this Agreement to the Closing Date as a result of Sellers providing access as contemplated by Section 7.5 and (ii) the terms and conditions of this Agreement, the agreements referred to herein and the transactions contemplated hereby and thereby will in each case be treated by Buyer as confidential on the same terms and conditions as those set forth in the Confidentiality Agreement. Notwithstanding the foregoing, the parties acknowledge that this Agreement (together with the Exhibits and Schedules attached hereto) or any other agreement to which a Buyer entity is a party may be filed with the SEC or other Governmental Authorities and made publicly available, and disclosures related to the transactions contemplated by this Agreement and the agreements referred to herein will be made to the Company's creditors, Representatives and other persons having an interest in the Company. Any such filings and disclosures by the Company or any of its Representatives will not violate any confidentiality obligations owing to any party, whether pursuant to the

Confidentiality Agreement, this Agreement or otherwise. Furthermore, this Section 7.4 will not limit the disclosure of information by Sellers in connection with the administration of the Bankruptcy Case or preclude any filing or other communication with the Bankruptcy Court, or disclosure to creditors or other Representatives, made by Sellers in good faith.

7.5 Access to Information. Prior to the Closing, Sellers will, and will cause each of its Representatives to, afford to Buyer and its Representatives reasonable access to the properties, books and records and personnel relating to the Business and will, and will cause each of its Representatives to, furnish promptly to Buyer and its Representatives any and all information concerning such business, properties, financial condition, operations and personnel as Buyer may from time to time reasonably request; provided, however, that any such access and inspection (a) will be provided in such a manner as to maintain the confidentiality of such information, this Agreement and the transactions contemplated hereby, (b) will not interfere unreasonably with the business operations of Sellers or require Sellers to breach any Contract or to violate any Law, and (c) will not involve any audit, testing or sampling procedures to which Sellers do not agree in their reasonable discretion. No investigation pursuant to this Section 7.5 will affect any representations or warranties of Sellers herein or the conditions to the obligations of the parties hereto.

7.6 Regulatory Approvals. (a) If necessary, each party will make or cause to be made any filings required by it or any of its Affiliates under any federal Antitrust Laws with respect to the transactions contemplated by this Agreement promptly and in any event within five Business Days after the date of this Agreement and will also comply as soon as practicable with any request made by the U.S. Federal Trade Commission, the U.S. Department of Justice or any other Governmental Authority (each, an "Antitrust Authority") under any state or federal Antitrust Laws for additional information, documents or other materials of it or any of its Affiliates. Each party will use its best efforts to furnish all information, and will provide such reasonable assistance as another party may request, in order to make any filing or provide any information that may be required by law by any Antitrust Authority in connection with the transactions contemplated hereby. Each party will promptly inform the other parties of the status and substance of any communication with any Antitrust Authority regarding the transactions contemplated by this Agreement and any proposals to or from any Antitrust Authority regarding the transactions contemplated by this Agreement. No party will independently participate in any formal meeting, investigation or other inquiry with any Antitrust Authority without first giving the other parties notice of such meeting, investigation or inquiry and, to the extent permitted by such Antitrust Authority, the opportunity to attend and/or participate, and each party will cooperate with the other parties in connection with any analyses, appearances, presentations, memoranda, briefs, arguments, opinions or proposals made or submitted on its behalf in connection with proceedings under any Antitrust Laws or any other related Laws that is required for the consummation of the transactions contemplated by this Agreement.

(b) Each party will use its best efforts to resolve such objections, if any, as may be asserted by any Antitrust Authority with respect to the transactions

contemplated by this Agreement. In connection therewith, if any Action or Proceeding is instituted (or threatened to be instituted) challenging any transaction contemplated by this Agreement is in violation of any Law designed to prohibit, restrict or regulate actions having the purpose or effect of monopolization or restraint of trade (collectively, "Antitrust Laws"), each party will cooperate and use its best efforts to contest and resist any such Action or Proceeding, and to have vacated, lifted, reversed or overturned any Order whether temporary, preliminary or permanent, that is in effect and that prohibits, prevents or restricts consummation of the transactions contemplated by this Agreement, including by pursuing all available avenues of administrative and judicial appeal and all available legislative action, unless, by mutual agreement, Buyer and the Company decide that litigation is not in their respective best interests. If applicable, each party will use its best efforts to take such action as may be required to cause the expiration of the notice periods under the HSR Act or other Antitrust Laws with respect to such transactions as promptly as possible after the execution of this Agreement. In connection with and without limiting the foregoing, each party will use its best efforts to take promptly any and all steps necessary to avoid or eliminate each and every impediment under any Antitrust Laws that may be asserted by any Antitrust Authority, so as to enable the parties to close the transactions contemplated by this Agreement as expeditiously as possible, including, in the case of Buyer, effecting or committing to effect, by consent decree, hold separate orders, trust or otherwise, the sale or disposition of such of its assets or businesses as are required to be divested in order to avoid the entry of, or to effect the dissolution of, any Order that would otherwise have the effect of preventing or materially delaying the consummation of the transactions contemplated by this Agreement.

7.7 Further Assurances. Subject to the terms and conditions of this Agreement, and without limiting Section 7.6, each party will use all reasonable efforts (a) to take, or cause to be taken, all actions necessary, proper or advisable to comply promptly with all legal requirements which may be imposed on it with respect to this Agreement and the transactions contemplated hereby, and, subject to the conditions set forth in Article VIII hereof, to consummate the transactions contemplated by this Agreement as promptly as practicable, and (b) to obtain (and to cooperate with the other parties to obtain) any consent or Order of, or any exemption by, any Governmental Authority and any other Person that is required to be obtained in connection with this Agreement and the other transactions contemplated hereby, and to comply with the terms and conditions of any such consent or Order.

7.8 Supplementation and Amendment of Schedules. The Company may, at the Company's option, include in Sellers' Disclosure Schedule items that are not material in order to avoid any misunderstanding, and such inclusion, or any references to dollar amounts, will not be deemed to be an acknowledgement or representation that such items are material, to establish any standard of materiality or to define further the meaning of such terms for purposes of this Agreement. Information provided in one section of Sellers' Disclosure Schedule will suffice, without repetition or cross reference, as a disclosure of such information in any other section to which its relevance is reasonably apparent on its face. From time to time prior to the Closing, the Company will have the right to supplement or amend Sellers' Disclosure Schedule with respect to

any matter hereafter arising or discovered after the delivery of Sellers' Disclosure Schedule pursuant to this Agreement. No such supplement or amendment will have any effect on the satisfaction of the condition to closing set forth in Section 8.1(a).

7.9 Employees. (a) Prior to the Closing, Buyer will offer employment to each of the Employees who are set forth on Schedule 7.9(a) (which Schedule is subject to change in all respects and at Buyer's sole discretion at all times until July 7, 2009 (the "New Hire Deadline"). Such individuals who accept such offer no later than the Closing Date are hereinafter referred to as the "New Hires."

(b) Employment Tax Reporting. With respect to New Hires, Buyer and Sellers will use the standard procedure set forth in Revenue Procedure 2004-53, 2004-34 I.R.B. 320, for purposes of employment Tax reporting.

(c) Compensation and Benefits. For a period of not less than six months after the Closing Date, Buyer will provide (i) base salaries (excluding equity-based compensation) to New Hires that are at least as favorable as the base salaries such New Hires were receiving or were eligible to receive on the date hereof and (ii) benefits (excluding equity-based compensation) to New Hires that are, in the aggregate, at least as favorable as the benefits provided to similarly situated employees of Buyer during such period. For purposes of eligibility, vesting and the calculation of the eligibility for and amount of vacation, sick pay, severance, 401(k) or other retirement plans or other benefits under the employee benefit plans of Buyer providing benefits to New Hires, Buyer will credit each New Hire with his or her years of service with Sellers to the same extent as such New Hire was entitled immediately prior to the Closing to credit for such service under any similar Benefit Plan of Sellers. Nothing in this Section 7.9(c) will be construed to prevent Buyer from terminating the employment of any particular New Hire following the Closing Date.

(d) WARN Act. Sellers will be responsible for any and all payments and notices to employees required under the WARN Act and any similar Laws due to actions of Sellers.

(e) Retention. Notwithstanding any other provision hereof, the Company is permitted to implement a retention plan for Employees for the period between the date hereof and the Closing Date, provided that any payments thereunder are contemplated by the budget attached as Schedule 7.2(h).

(f) Payments in Respect of Certain Employees. At the Closing and at the beginning of each calendar month thereafter for the number of months following the Closing set forth on Schedule 7.9(f), Buyer will pay Sellers for the monthly costs of employing individuals to serve in the positions set forth on such Schedule, in each case, as such monthly costs are identified on such Schedule and, in each case, limited to the amounts identified on such Schedule. During the period that such payments are made, Buyer will provide the individuals serving in such positions with office space and equipment comparable to the office space and equipment provided to those individuals

immediately prior to the Closing and access to the employees, systems and records of Buyer as needed to perform their assigned duties.

7.10 Tax Matters. (a) Transfer Taxes. Buyer will be liable for all of Buyer's Transfer Taxes, and Sellers will be liable for all of Sellers' Transfer Taxes, arising from or relating to the consummation of the transactions contemplated by this Agreement. Sellers and Buyer will cooperate and consult with each other prior to filing any Tax Returns in respect of Transfer Taxes and will cooperate and otherwise take commercially reasonable efforts to obtain any exemptions for or refunds of Transfer Taxes.

(b) Purchase Price Allocation. Buyer and Sellers will allocate the Purchase Price (together with Assumed Liabilities properly included, if any) and any adjustment thereto among the Purchased Assets, all in a manner consistent with the fair market values determined in good faith and on a reasonable basis by Buyer and Sellers prior to the Closing Date. Such allocation will be consistent with Section 1060 of the Code and the Regulations. In addition, Buyer and Sellers will use reasonable efforts to prepare IRS Form 8594 and related exhibits and will act in accordance with the allocation agreed to by the parties on such Form 8594 and in the preparation, filing and audit of any and all Tax Returns. If Buyer and Sellers are unable to mutually agree on the allocation as provided in this Section 7.10(b), then Buyer and Sellers will have no obligation to be consistent with their respective reporting of allocations of the Purchase Price among the Purchased Assets.

(c) Tax Reporting. Sellers will prepare all Tax Returns required to be filed by Sellers after the Closing Date, include on such returns all income, deductions, gains and loss attributable to the Purchased Assets for all periods (or portions thereof) through the end of the Closing Date, and pay any Taxes owed with respect to such periods (or portions thereof). Buyer will prepare all Tax Returns required to be filed by Buyer after the Closing Date, include on such returns all income, deductions, gains and loss attributable to the Purchased Assets for all periods (or portions thereof) beginning after the Closing Date, and pay any Taxes owed with respect to such periods (or portions thereof).

(d) Cooperation and Audits. Buyer, its Affiliates and Sellers will reasonably cooperate with each other regarding Tax matters and will make available to the other as reasonably requested all information, records and documents relating to Taxes governed by this Agreement.

7.11 Intercompany Accounts. All intercompany accounts and agreements between Sellers and the Excluded Subsidiaries, on the one hand, and the Included Subsidiaries, on the other hand, as of the Closing Date will be settled (irrespective of the terms of payment of such intercompany accounts) in full prior to the Closing Date by netting such balances against each other, and the resultant balance deemed without further action to be fully discharged as of the Closing Date.

7.12 Financing. Buyer will, and will cause its Subsidiaries to, at all times comply with all of the terms and conditions set forth in the Equity Commitment Letter and will take all actions necessary, proper or advisable thereunder to cause the proceeds of the financing contemplated thereby to be available on the Closing Date. For the avoidance of doubt and notwithstanding anything to the contrary in this Agreement, Buyer acknowledges and agrees that its obligation to consummate the transactions contemplated by this Agreement on the terms and subject to the conditions set forth herein is not conditioned upon the availability or consummation of any financing requirements of Buyer.

ARTICLE VIII CONDITIONS TO CLOSING

8.1 Conditions Precedent to Obligations of Buyer. The obligation of Buyer hereunder to consummate the transactions contemplated hereby is subject to the fulfillment, at or before the Closing, of each of the following conditions (all or any of which may be waived in whole or in part by Buyer in its sole discretion):

(a) Representations and Warranties. The representations and warranties made by Sellers in this Agreement shall be true and correct in all material respects on and as of the Closing Date as though made on and as of the Closing Date (except to the extent expressly made as of an earlier date, in which case as of such earlier date).

(b) Performance. Sellers shall have performed and complied with, in all material respects, the covenants required by this Agreement to be performed or complied with by Sellers at or before the Closing.

(c) Closing Certificate. Sellers shall have delivered to Buyer a certificate, dated the Closing Date and executed on behalf of Seller by the Chief Executive Officer or Chief Financial Officer of the Company, to the effect that each of the conditions specified in Sections 8.1(a) and (b) have been satisfied in all respects.

(d) Deliveries. Sellers shall have delivered:

(i) deeds and bills of sale and assignments in form acceptable to the Buyer in its reasonable discretion to effect the transfer of the Purchased Assets to Buyer;

(ii) stock certificates representing the Subsidiary Equity Interests (including all equity interests held by Charles E. Johnson in any Included Subsidiaries), duly endorsed in blank or accompanied by duly executed stock powers endorsed in blank to Buyer or, with respect to the Subsidiary Equity Interests of MexPar, such other Person as may be designated by Buyer;

(iii) a certificate executed by the Company that Sellers are not foreign persons within the meaning of Section 1445(f)(3) of the Code; and

(iv) all other instruments of conveyance and transfer, in form and substance reasonably acceptable to Buyer and the Company, as may be necessary to convey the Purchased Assets to Buyer.

(e) Availability of Financing. Sellers shall have financing available under a DIP Loan Agreement or through the use of cash collateral permitted by the Bankruptcy Court to permit Sellers to operate their businesses in the ordinary course of business, recognizing, for this purpose, that each Seller is a debtor-in-possession in the Bankruptcy Case.

8.2 Conditions Precedent to Obligations of Sellers. The obligation of Sellers hereunder to consummate the transactions contemplated hereby is subject to the fulfillment, at or before the Closing, of each of the following conditions (all or any of which may be waived in whole or in part by the Company (on behalf of itself and all other Sellers) in its sole discretion):

(a) Representations and Warranties. The representations and warranties made by Buyer in this Agreement shall be true and correct in all material respects on and as of the Closing Date as though made on and as of the Closing Date (except to the extent expressly made as of an earlier date, in which case as of such earlier date).

(b) Performance. Buyer shall have performed and complied with, in all material respects, the covenants required by this Agreement to be so performed or complied with by Buyer at or before the Closing.

(c) Closing Certificates. Buyer shall have delivered to Sellers a certificate, dated the Closing Date and executed on behalf of Buyer by the Chief Executive Officer or Chief Financial Officer of Buyer, to the effect that each of the conditions specified in Sections 8.2(a) and (b) have been satisfied in all respects.

(d) Deliveries. Buyer shall have delivered:

(i) one or more assumption agreements in customary form to effect the assumption of the Assumed Liabilities; and

(ii) the consideration specified in Section 3.2(b).

8.3 Conditions Precedent to Obligations of Buyer and Sellers. The respective obligations of Buyer and Seller hereunder to consummate the transactions contemplated hereby is subject to the fulfillment, at or before the Closing, of each of the following conditions (all or any of which may be waived in whole or in part by Buyer or Seller (on behalf of itself and all other Sellers) in its sole discretion):

(a) Orders and Laws. There shall not be in effect on the Closing Date any Order or Law restraining, enjoining or otherwise prohibiting or making illegal the consummation of the transactions contemplated by this Agreement.

(b) Bid Procedures Order. The Bankruptcy Court shall have entered the Bid Procedures Order, and such order shall have approved the Break-Up Fee.

(c) Sale Order. The Bankruptcy Court shall have entered the Sale Order (with such changes therein as may have been ordered or otherwise made by the Bankruptcy Court so long as the effects thereof, considered as a whole, are not materially adverse to Buyer or Sellers, as applicable), and no Order staying, reversing, modifying or amending the Sale Order shall be in effect on the Closing Date.

(d) HSR. If required, the waiting period applicable to the transactions contemplated by this Agreement under the HSR Act shall have expired or early termination shall have been granted.

8.4 Frustration of Closing Conditions. Neither Sellers nor Buyer may rely on the failure of any condition set forth in Section 8.1, 8.2 or 8.3, as the case may be, if such failure was caused by such party's failure to comply with any provision of this Agreement.

ARTICLE IX TERMINATION

9.1 Termination. This Agreement may be terminated, and the transactions contemplated hereby may be abandoned, at any time prior to the Closing:

(a) By mutual written agreement of the Company (on behalf of itself and the other Sellers) and Buyer;

(b) By the Company (on behalf of itself and the other Sellers) or Buyer upon notification to the non-terminating party by the terminating party:

(i) at any time after September 15, 2009 (the "Termination Date"), if the Closing has not been consummated on or prior to such date and such failure is not caused by a breach of this Agreement by the terminating party.

(ii) if there has been a material breach of any representation, warranty or covenant (or any breach of any representation or warranty that is qualified by its terms by reference to materiality, Buyer Material Adverse Effect or Seller Material Adverse Effect) on the part of the non-terminating party which would result in a failure of a condition set forth in Section 8.1 or 8.3 (if Buyer is the terminating party) or Section 8.2 or 8.3 (if the Company is the terminating party) and such breach is not curable or, if curable, has not been cured by the earlier of (A) 20 Business Days following receipt by the non-terminating party of notice of such breach from the terminating party and (B) the Termination Date;

(iii) if any condition to the obligations set forth in Section 8.1 or 8.3 (if Buyer is the terminating party) or in Section 8.2 or 8.3 (if the

Company is the terminating party) shall have become incapable of fulfillment other than as a result of a breach by the terminating party of any covenant or agreement contained in this Agreement, and such condition is not waived by the terminating party;

(iv) if (A) any court of competent jurisdiction or other competent Governmental Authority has issued an Order which has become final and nonappealable or (B) any Law is in effect, in either case restricting or restraining in a material manner or enjoining or otherwise prohibiting or making illegal the effectuation of the transactions contemplated by this Agreement; it being agreed that the parties will promptly appeal any adverse determination which is appealable (and pursue such appeal with reasonable diligence); or

(v) if Sellers shall enter into a Contract with respect to a Competing Transaction or if the Bankruptcy Court shall enter into an order approving a Competing Transaction, subject to Buyer's right to payment of the Break-Up Fee in accordance with Section 6.2;

(c) automatically, if Sellers consummate a Competing Transaction subject to Buyer's right to payment of the Break-Up Fee in accordance with Section 6.2;

(d) by Buyer, if the Bid Procedures Order is not entered by the date that is 25 calendar days after the Petition Date; or

(e) by the Company (on behalf of itself and the other Sellers), if the entire Initial Escrow Deposit has not been delivered to the Escrow Agent by 5 p.m. EST on the third Business Day after the date of this Agreement.

9.2 Effect of Termination. If this Agreement is validly terminated pursuant to Section 9.1, this Agreement will forthwith become null and void, and there will be no liability or obligation on the part of any party hereto (or its respective Representatives or Affiliates), except that (i) the obligations of the parties set forth in Section 6.2 and Section 10.4 and the provisions of this Article IX and Article X will continue to apply following any such termination and (ii) nothing contained in this Agreement will relieve any party from any Liability for any breach prior to such termination of such party's representations, warranties, covenants or agreements set forth in this Agreement; provided, however, that in no event will (a) Buyer have any Liability for any such breach to Sellers for any amounts in excess of \$6.0 million (inclusive, if applicable, of any Initial Escrow Deposit payable to Sellers pursuant to Section 3.3(a)(2)) or (b) Sellers have any Liability for any such breach other than the Break-Up Fee, if payable pursuant to the terms hereof. The termination of this Agreement will not affect the Confidentiality Agreement, which will continue in full force and effect. If this Agreement is terminated as provided herein, each party will redeliver all documents, work papers and other material of any other party relating to the

transactions contemplated hereby, whether so obtained before or after the execution hereof, to the party furnishing the same.

**ARTICLE X
MISCELLANEOUS**

10.1 Survival of Representations, Warranties and Covenants. The representations and warranties contained in this Agreement will survive the Closing until the two-month anniversary of the Closing Date. The covenants herein will survive the Closing only as and to the extent that such covenants are to be performed, in whole or in part, after the Closing.

10.2 Notices. All notices, requests and other communications hereunder must be in writing and will be deemed to have been duly given only if delivered personally or by facsimile transmission or sent by overnight courier, to the parties at the following addresses or facsimile numbers:

If to Sellers, to:

Proliance International, Inc.
100 Gando Drive
New Haven, Connecticut 06513
Facsimile No.: (203) 401-6470
Attn: Charles Johnson

with a copy to:

Jones Day
222 East 41st Street
New York, New York 10017
Facsimile No.: (212) 755-7306
Attn: Pedro Jimenez
Andrew M. Levine

If to Buyer, to:

Centrum Equities XV, LLC
c/o SSI Automotive, LLC
5111 Maryland Way, Suite 210
Brentwood, Tennessee 37027
Facsimile No.: (615) 221-1199
Attn: Roger Brown

and:

Wynnchurch Capital Ltd.
39400 Woodward Avenue, Suite 185
Bloomfield Hills, Michigan 48304

Facsimile No.: (248) 593-5728
Attn: Terry M. Theodore

with a copy to:

Much Shelist
191 N. Wacker Drive, Ste. 1800
Chicago, Illinois 60606
Facsimile No.: (312) 521-2100
Attn: Don S. Hershman

All such notices, requests and other communications will (a) if delivered by facsimile transmission, be deemed given upon electronic confirmation of receipt, (b) if delivered personally, be deemed given upon actual receipt by the Person to receive delivery, and (c) if delivered by overnight courier, be deemed given one Business Day following the day sent by overnight courier. Any party from time to time may change its address, facsimile number or other information for the purpose of notices to that party by giving notice specifying such change to the other party hereto.

10.3 Entire Agreement. This Agreement (together with, if applicable, the schedules and exhibits hereto) and the Confidentiality Agreement supersede all prior discussions and agreements prior to the date hereof between the parties with respect to the subject matter hereof and thereof, and contain the sole and entire agreement between the parties hereto with respect to the subject matter hereof and thereof.

10.4 Expenses. Except as otherwise expressly provided in this Agreement, whether or not the transactions contemplated hereby are consummated, each party will pay its own costs and expenses incurred in connection with the negotiation, execution and closing of this Agreement and the transactions contemplated hereby. To the extent applicable, Sellers, on the one hand, and Buyer, on the other hand, will split equally any filing fees required in connection with any filings required to be made with any Antitrust Authority contemplated by Section 7.6.

10.5 Public Announcements. The parties hereto will not issue or make any reports, statements or releases to the public with respect to this Agreement or the transactions contemplated hereby without the consent of the other, which consent may not be unreasonably withheld or delayed unless, in the sole judgment of Buyer or the Company (on behalf of itself and the other Sellers), disclosure is determined to be otherwise required by applicable Law, stock exchange requirements or by the Bankruptcy Court with respect to filings to be made with the Bankruptcy Court in connection with this Agreement, provided that the party intending to make such report, statement or release will use its commercially reasonable efforts consistent with such applicable Law or stock exchange or Bankruptcy Court requirement to consult with the other parties hereto with respect to the text thereof.

10.6 Waiver. Any term or condition of this Agreement may be waived at any time by the party that is entitled to the benefit thereof, but no such waiver will be

effective unless set forth in a written instrument duly executed by or on behalf of the party waiving such term or condition. No waiver by any party of any term or condition of this Agreement, in any one or more instances, will be deemed to be or construed as a waiver of the same or any other term or condition of this Agreement on any future occasion.

10.7 Injunctive Relief. Damages at law may be an inadequate remedy for the breach of any of the covenants, promises and agreements contained in this Agreement, and, accordingly, any party hereto will be entitled to seek injunctive relief with respect to any such breach, including specific performance of such covenants, promises or agreements or an Order enjoining a party from any threatened, or from the continuation of any actual, breach of the covenants, promises or agreements contained in this Agreement. The rights set forth in this Section 10.7 will be in addition to any other rights which a party hereto may have at law or in equity pursuant to this Agreement.

10.8 Amendment. This Agreement may be amended, supplemented or modified only by a written instrument duly executed by or on behalf of each party hereto.

10.9 No Third Party Beneficiary. Except for the provisions set forth in Sections 3.5 and 10.17, the terms and provisions of this Agreement are intended solely for the benefit of each party hereto and their respective successors or permitted assigns, and it is not the intention of the parties to confer third-party beneficiary rights upon any other Person, except as expressly set forth herein.

10.10 No Assignment; Binding Effect. Neither this Agreement nor any right, interest or obligation hereunder may be assigned by any party hereto without the prior written consent of the other parties hereto and any attempt to do so will be void, except that Buyer may assign any or all of its rights (but not delegate any of its obligations) hereunder to one or more of its direct or indirect wholly owned Subsidiaries formed solely for the purpose of being the assignee of Buyer's rights hereunder; provided, however, that Buyer and such assignee Subsidiary of Buyer will be jointly and severally liable for all obligations of Buyer under this Agreement. Subject to the preceding sentence, this Agreement is binding on, inures to the benefit of and is enforceable by the parties hereto and their respective successors and assigns.

10.11 Headings. The headings used in this Agreement have been inserted for convenience of reference only and do not define or limit the provisions hereof.

10.12 Governing Law. This Agreement will be governed by and construed in accordance with the Laws of the State of Delaware applicable to a Contract executed and performed in such State, without giving effect to the conflict of laws principles thereof.

10.13 Submission to Jurisdiction; Consent to Service of Process. (a) Without limiting any party's right to appeal any order of the Bankruptcy Court, (i) the

Bankruptcy Court will retain exclusive jurisdiction to enforce the terms of this Agreement and to decide any claims or disputes which may arise or result from, or be connected with, this Agreement, any breach or default hereunder, or the transactions contemplated hereby, and (ii) any and all proceedings related to the foregoing will be filed and maintained only in the Bankruptcy Court, and the parties hereby consent to and submit to the jurisdiction and venue of the Bankruptcy Court and will receive notices at such locations as indicated in Section 10.2 hereof; provided, however, that if the Bankruptcy Case has closed, the parties agree to unconditionally and irrevocably submit to the exclusive jurisdiction of the United States District Court for the Southern District of New York and any appellate court from any thereof, for the resolution of any such claim or dispute. The parties hereby irrevocably waive, to the fullest extent permitted by applicable Law, any objection which they may now or hereafter have to the laying of venue of any such dispute brought in such court or any defense of inconvenient forum for the maintenance of such dispute. Each of the parties hereto agrees that a judgment in any such dispute may be enforced in other jurisdictions by suit on the judgment or in any other manner provided by law.

(b) Each of the parties hereto hereby consents to process being served by any party to this Agreement in any suit, action or proceeding by delivery of a copy thereof in accordance with the provisions of Section 10.2.

10.14 Invalid Provisions. If any provision of this Agreement is held to be illegal, invalid or unenforceable under any present or future Law, and if the rights or obligations of any party hereto under this Agreement will not be materially and adversely affected thereby, (a) such provision will be fully severable, (b) this Agreement will be construed and enforced as if such illegal, invalid or unenforceable provision had never comprised a part hereof, and (c) the remaining provisions of this Agreement will remain in full force and effect and will not be affected by the illegal, invalid or unenforceable provision or by its severance herefrom.

10.15 Non-Recourse. No past, present or future director, officer, employee or incorporator of Sellers or Buyer will have any liability for any obligations or liabilities of any party to this Agreement or any Exhibit or Schedule hereto, such obligations being solely of the parties hereto.

10.16 Counterparts. This Agreement may be executed in any number of counterparts, each of which will be deemed an original, but all of which together will constitute one and the same instrument.

10.17 Certain Acknowledgements. The parties hereto acknowledge the extent of the prior and existing representations by counsel of the parties hereto and have affirmatively consented to Jones Day's representation of Sellers and Much Shelist's representation of Buyer, in both cases in connection with this Agreement, the transactions contemplated hereby and any related or unrelated transactional or litigation matters now existing or arising in the future. The parties waive any objection to such representations, any conflict of interest or other basis for precluding, challenging or otherwise disqualifying the above-referenced firms from such representations based on


any prior or existing representation by either such firm, and agree that no such objection, conflict of interest or other basis for precluding, challenging or otherwise disqualifying the above-referenced firms from representing their respective clients or any of their directors or officers (whether prior to or after the Closing) will be asserted by either party if litigation among the parties hereto proceeds or develops, whether or not the transactions contemplated hereby are or have been consummated. Each party has had the opportunity to consult with counsel concerning this waiver, and confirms that its consent is voluntary, fully informed and to be relied upon by the other party hereto and the above-referenced firms. The provisions of this Section 10.17 will survive the Closing and are intended to be for the benefit of, and will be enforceable by, any Person specifically referenced herein.

[Remainder of page intentionally left blank]

IN WITNESS WHEREOF, this Agreement has been duly executed and delivered by a duly authorized officer of each party hereto as of the date set forth below.

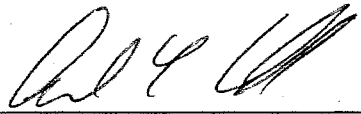
COMPANY

PROLIANCE INTERNATIONAL, INC., a Delaware corporation

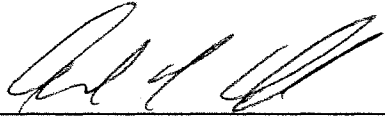
By: 
Name: Arlen F. Henock
Title: Executive Vice President and Chief Financial Officer

OTHER SELLERS

AFTERMARKET LLC, a Delaware limited liability company

By: 
Name: Arlen F. Henock
Title: Vice President


PROLIANCE INTERNATIONAL HOLDING CORPORATION, a Delaware corporation

By: 
Name: Arlen F. Henock
Title: President

[Signature Page]

BUYER

CENTRUM EQUITIES XV, LLC

By: 
Name: Ross Brown
Title: LLC Manager
Type of Entity: Limited Liability Company
Jurisdiction of organization: Delaware

TRANSACTION PARTICULARS

Cash Purchase Price: \$21,500,000
Base Break-Up Fee: \$900,000
Date: July 2, 2009

[Signature Page]

TRADEMARK
REEL: 004702 FRAME: 0532

Schedule 1.1A

Purchased Contracts

[See Attached]

PROLIANCE INTERNATIONAL, INC.

CONTRACTS

Counterparty Name	Address	City	State	ZIP Code	Contact Name	Type of Contract
2009 Alliance Group Program and Aftermarket Auto Parts Alliance Guaranty Agreement (including all Alliance Group Members)	2706 Treble Creek, Suit 100	San Antonio	TX		Bruce Lestorti	Customer agreement
4M Parts Warehouse	402 E. Chambers Street	Cleburne	TX	76031		Customer agreement
A.C. Radiator Supply, Inc.	10114 North Palafox	Pensacola	FL	32534	Alen Eafinga	Agency agreement
ABC Auto Parts, Ltd.	920 W. Marshall Avenue	Longview	TX	75601		Customer agreement
ACP	121-A E. Morse Blvd.	Winter Park	Florida	32789	Bruce McAllister	Asset Purchase agreement
ACP	121-A E. Morse Blvd.	Winter Park	Florida	32789	Bruce McAllister	Supply agreement
Advance Auto Parts	5008 Airport Road	Roanoke	VA	24012	Dave Hart	Customer agreement
Aftermarket Auto Parts Alliance	2706 Treble Creek, Suite 100	San Antonio	TX	78216	Dick Morgan	Customer agreement
AIM	645 Henderson Drive, Suite 10	Cartersville	GA	30120	Ron Pierce	Customer agreement
All Car Automotive Warehouse	206 Hutchings	Cahokia	IL	62206		Customer agreement
All Car Automotive Warehouse	4701 W. Cortland Avenue	Chicago	IL	60639		Customer agreement
Alpha Warehouse, Inc.	3816 Alameda Avenue	El Paso	TX	79905		Customer agreement
ARI Lease Agreement (Vehicles)	9000 Midlantic Drive, PO Box 5039	Mt. Laurel	NJ	08054	Tony Kylim	Equipment lease
ASWA, Inc.	235 Deming Way	Summerville	SC	29483		Customer agreement

Counterparty Name	Address	City	State	ZIP Code	Contact Name	Type of Contract
Atlantic Customs Brokers	PO Box 189	North Haven	CT	06473	Caroline Cassella	Customs broker agreement
Auto Electric Services	1360 Broad St.	Regina, Saskatchewan	Canada	S4R 1Y5		Customer agreement
Auto Pride	TBD	TBD	TBD	TBD	Bruce Listorti	Customer agreement
Auto Sense Auto Parts	87 Caplan Avenue	Barrie	ON	L4N 9J3	Reid Ferguson	Customer agreement
Automotive Cooling Parts, Inc.	600 Kasota Ave.	Minneapolis	MN	55414	Shawn Lewis	Supply and Asset Transfer agreement
Automotive Distribution Network	3085 Fountainside Drive, Suite 210	Germantown	TN	38138	Dave Lambert	Customer agreement
Automotive Parts Assocs.	1551 Lackman Road	Lenexa	KS	66219	Dan Freeman	Customer agreement
Automotive Parts Headquarters, Inc.	2815 Clearwater Road	St. Cloud	MN	56301		Customer agreement
AutoParts International	192 Mansfield Avenue	Norton	MA	02766	Jacob Einhorn	Customer agreement
Auto-Wares, Inc.	440 Kirkland S.W.	Grand Rapids	MI	49507		Customer agreement
Autozone ¹	123 South Front Street	Memphis	TN	38103	David Wilbanks	Customer agreement
Bank of America	PO Box 7023	Troy	MI	48007-7023		Equipment lease
Bennett Auto Supply, Inc.	3141 S.W. 10 th Street	Pampano Beach	FL	33069		
Bond Auto Parts, Inc.	272 Morrison Road	Barre	VT	05641		Customer agreement
Carparts Distribution Center	95A Plaistow Road	Plaistow	NH	03865		Customer agreement
Carquest Corp., Carquest Products, Inc.	4721 Hargrove Road	Raleigh	NC	27616	Todd Hack	Customer agreement
Central Auto Parts Distributors, Ltd.	34 Highfield Circle S.E.	Calgary, AB	Canada	T2G 5N5		Customer agreement
Chris Kouri & Associates	1200 N. Jefferson, Suite K	Anaheim	CA	92807	Chris Kouri	Rep agreement

¹ Note that although Seller is presently not doing business with Autozone, the vendor agreement is still in effect.

Counterparty Name	Address	City	State	ZIP Code	Contact Name	Type of Contract
Chubb / Federal Ins Co.	Sears Tower-Suite 4700 233 S. Wacker Dr.	Chicago	IL	60606	Jason E. Bransteter	Insurance agreement
Connolly Sales & Marketing	1384 Pittsford Mendon Road	Mendon	NY	14506	James Connolly	Rep agreement
Contrato De Maquila Y. Asistencia Tecnica	TBD	TBD	TBD	TBD		Maquiladora Agreement
Crescent Radiator Dist	1153 Magazine Street	New Orleans	LA	70130	Rob Congemi	Customer agreement
Crown Credit Corp	TBD	TBD	TBD	TBD		Equipment lease
CSK Auto, Inc.	645 East Missouri Ave. Suite 400	Phoenix	AZ	85012	Mike Sweringin	Customer agreement
De lage landen Financial Services (Lilly)	TBD	TBD	TBD	TBD		Equipment leases
Dell Computers	Legal Department, One Dell Way	Round Rock	TX	78682		Equipment lease
Distributors Warehouse, Inc.	1900 N. 10 th Street	Paducah	KY	42002		Customer agreement
E&L Battery & Ignition Company	28 William Street	Newark	NJ	07102		Customer agreement
Eastern Automotive Warehouse	50 Whiting Road	Fredericton, NB	Canada	E3B 4Y2		Customer agreement
Eastern Warehouse Distributors, Inc.	355 S. Flowers Mill Road	Langhorne	PA	19047		Customer agreement
Esprit Technologies L.P.	7680 Matoaka Road	Sarasota	FL	34243		Consignment agreement
Fast Undercar	4277 Transport Street	Ventura	CA	93003	Victor Davis	Customer agreement
Federated Auto Parts Distributors, Inc.	795 Statler Blvd	Staunton	VA	24402	Rusty Bishop	Customer agreement
Federated CoMan Warehouse	PO Box 2248	Staunton	VA	24402	Rusty Bishop	Customer agreement

Counterparty Name	Address	City	State	ZIP Code	Contact Name	Type of Contract
FedEx Trade Networks	PO Box 1188	Buffalo	NY	14240	Mike Penfold	Customs broker agreement
Gantt-Thomas Assocs.	546 Inverrary Court	Eureka	MO	63025	Tom Shaefer	Rep agreement
GE (Transpro)	1010 Thomas Edison Blvd S.W.,	Cedar Rapids	IA	52404		Equipment lease
GE Capital (Blooms Business Systems)	1967 Hirst Drive	Moberly	MO	55270		Equipment lease
GE Capital (CBS)	1967 Hirst Drive	Moberly	MO	55270		Equipment lease
GE Capital (Proliance International—Fax Server T1)	Connecticut Business Systems, 50 Rockwell Road	Newington	CT	06111		Equipment lease
GE Capital (Proliance International—Ricoh 2020 SPF)	Connecticut Business Systems, 50 Rockwell Road	Newington	CT	06111		Equipment lease
GE Capital (Proliance International—Ricoh 3025)	Connecticut Business Systems, 50 Rockwell Road	Newington	CT	06111		Equipment lease
GE Capital (Proliance International—Ricoh 3045 S/P)	Connecticut Business Systems, 50 Rockwell Road	Newington	CT	06111		Equipment lease
GE Capital (Proliance International—Ricoh 3310Le)	Connecticut Business Systems, 50 Rockwell Road	Newington	CT	06111		Equipment lease
GE Capital (Proliance International—Ricoh 4410 L and 3320L)	Connecticut Business Systems, 50 Rockwell Road	Newington	CT	06111		Equipment lease
GE Capital (Proliance International—Ricoh Aficio 1013, Ricoh Fax 1160 L)	Connecticut Business Systems/ Bloom's Business System, 31 Inwood Road	Rocky Hill	CT	06067		Equipment lease
GE Capital (Proliance International—Ricoh Aficio 2018, Orlando, FL)	Connecticut Business Systems/ Bloom's Business System, 31 Inwood Road	Rocky Hill	CT	06067		Equipment lease

Counterparty Name	Address	City	State	ZIP Code	Contact Name	Type of Contract
GE Capital (Proliance International--Ricoch MP5500 & 3045)	Connecticut Business Systems, 50 Rockwell Road	Newington	CT	06111		Equipment lease
GE Capital (Proliance International--Ricoch Aficio 2018, San Bernardino, CA)	Connecticut Business Systems/ Bloom's Business System, 31 Inwood Road	Rocky Hill	CT	06067		Equipment lease
GE Capital (Vehicles)						Equipment lease
Hahn Automotive Warehouse, Inc.	415 West Main Street	Rochester	NY	14608		Customer agreement
Hanson Distributing Company, Inc.	10802 Rush Street	South El Monte	CA	91733		Customer agreement
Harborside Capital Group, LLC	18 Sylvia Court	Woodcliff Lake	NJ	07677		Equipment lease
Heatex Radiator	TBD	TBD	TBD	TBD	Joseph Deponio JR	Supply and Asset Transfer agreement
Henderson Wheel & Supply	1825 South 300	West Salt Lake	UT	84115		Customer agreement
Independent Warehouse Distributors (IWD)	688 East Main Street	Branford	CT	06405	Bill Burns	Customer agreement
Jackson & Cooksey	12770 Merit Drive, Suite 760 LB 51	Dallas	TX	75251	Chris Mason	Brokerage Agreement
JK Distributors, Inc.	3437 Carlin Springs Road	Falls Church	VA	22041		Customer agreement
Jobbers Automotive Warehouse	801 East Zimmerly	Wichita	KS			Customer agreement
KAM Marketing	4001 Kennet Pike Suite 220	Greenville	DE	19807	Bernie Meyer	Rep agreement
Keystone Automotive Operations, Inc.	44 Tunkhannock Avenue	Exeter	PA	18643	Joseph Amato	Customer agreement
KOI Warehouse	2701 Spring Grove Avenue	Cincinnati	OH	45225	Dave Wesselman	Customer agreement
Konica Minolta	5522 Maple Ave	Dallas	TX	75235		Equipment lease

Counterparty Name	Address	City	State	ZIP Code	Contact Name	Type of Contract
Kuehne & Nagel	101 Wrangler Drive Suite 101	Coppell	TX	75019	Rick Mosley	Customs broker agreement
Lang Distributing, Inc. (North)	1180 Lesco Road	Kankakee	IL	60901		Customer agreement
Lang Distributing, Inc. (South)	2505 North Shore Road	Urbana	IL	61801		Customer agreement
Luvata Sweden AB, Luvata Netherlands B.V., Luvata Buffalo, Inc.	129 Fairfield Way	Bloomington	IL	60108	Ulf Anvin	Supplier agreement
Marketing & Promotion, Inc.	204 N. Dooley Street Suite 100	Grapevine	TX	76051-3315	Walter Pletz, Sr.	Rep agreement
Marlin Leasing	300 Fellowship Road	Mount Laurel	NJ	08054		Equipment lease
Maslack Supply Limited	488 Falconbridge Road	Sudbury	ON, Canada	P3A 4S4		Customer agreement
McLaughlin Automotive Stores	140 Narragansett Avenue	Providence	RI	02907		Customer agreement
Metro Automotive Parts Distributor	535 Tennis Court Lane	San Bernardino	CA	92402		Customer agreement
MidSouth Digital	2837 Appling Way	Memphis	TN	38133	Drew Murrah	Equipment lease
Mile High Sales Agency	3669 S. Huron Street Suite 201	Englewood	CO	80110	Todd Romsdahl	Rep agreement
Miller Radiator Service	711 W. 6 th	Amarillo	TX	79101	Floyd Fain	Agency agreement
Moog Louisville Warehouse	1421 W. Magazine Avenue	Louisville	KY	40203		Customer agreement
Mr. Gasket	10601 Memphis Avenue #12	Cleveland	OH	44144	Tyler Cooper LLP	IP License agreement
N.A. Williams Co.	2900A Paces Ferry Rd.	Atlanta	GA	30339	Roger McCollum	Rep agreement
NAPA Auto Parts	2999 Circle 75 Parkway	Atlanta	GA	30339	Alan Woll	Customer agreement
National Pronto	204 N. Dooley Street, Suite 30	Grapevine	TX	76051	Bill Maggs	Customer agreement

Counterparty Name	Address	City	State	ZIP Code	Contact Name	Type of Contract
Norca Heat Transfer, LLC	185 Great Neck Road	Great Neck	NY	11022	Tom Tinghitelli	Consignment agreement
Norwood Motor Parts Co, Inc.	43 N. Montello Street	Brockton	MA	02301		Customer agreement
O'Reilly/Ozark Purchasing LLC	233 S. Patterson	Springfield	MO	65802	Michael Swearengin	Customer agreement
Odessa TX	213 N. Dixie	Odessa	TX			Agency agreement
Oklahoma City	TBD	Oklahoma City	OK			Agency agreement
Oracle License Agreement	500 Oracle Parkway	Redwood City	CA	94065-1677	Mark O'Sullivan	IP License agreement
Parts Central	3243 Whitfield Street	Macon	GA	31204		Customer agreement
Parts Depot Company	2177 Dale Avenue, SE	Roanoke	VA	24013	Mark Noble	Customer agreement
Parts Warehouse, Inc.	1901 E. Roosevelt Road	Little Rock	AR	72206		Customer agreement
PepBoys Auto	3111 West Allegheny Avenue	Philadelphia	PA	19132	George Williams	Customer agreement
Performance Warehouse	9440 N. Whitaker Road	Portland	OR	97217		Customer agreement
Piston Ring Service Supply	660 Wall Street	Winnipeg, Manitoba	Canada	R3C 2P7		Customer agreement
Pro Parts	PO Box 13785	Roanoke	VA	24037	Mark Noble	Customer agreement
Radiator Express	4401 Park Road	Benicia	CA	94510		Customer agreement
Radiator Express, dated 12/28/07	4401 Park Road	Benicia	CA	94510		Supply Agreement
Radiator Express, dated 9/28/07	4401 Park Road	Benicia	CA	94510		Supply Agreement
Ready Aire Compressors, Inc.	100 Gando Drive	New Haven	CT	06513		JV agreement
Rodriguez and Assocs.	3054 Ala Poha Place	Honolulu	HI	96818	Alex Rodriguez	Rep agreement
Roppel Industries	TBD	TBD	TBD	TBD	Thomas Roppel	Supply and Asset Transfer agreement

Counterparty Name	Address	City	State	ZIP Code	Contact Name	Type of Contract
Seth F Johnson Sales	7 Pelham Island Road	Wayland	MA	01778	Clark Johnson	Rep agreement
Shearman-Person	26309 Miles Road	Cleveland	OH	44128	John Stojak	Rep agreement
Smith Auto Parts, Inc.	216 S. Bridge Street	Visalia	CA	93291		Customer agreement
South Jersey Auto Supply	516 West Leads Avenue	Pleasantville	NJ	08232		Customer agreement
SRS Marketing Co., Inc.	963 Rush Hollow Road	Westbury	NY	11590	Robit Riefberg	Rep agreement
Standard Customer Terms and Conditions (Proliance)	100 Gando Drive	New Haven	CT	06513		Customer agreement, Product warrantee
Star Distributing Company	1911 N. 22 nd Avenue	Phoenix	AZ	85009		Customer agreement
Superior Automotive Warehouse, Inc.	22 Pratt Street	Boston	MA	02134		Customer agreement
TALX	11432 Corporation	St. Louis	MO	63146	William Canfield	Unemployment services
The Merrill Company, LLP	601 1 st Avenue S.W.	Spencer	IA	51301		Customer agreement
Toyota	TBD	TBD	TBD	TBD		Equipment lease
Transtec Global Group, Inc.	25 Mountaincrest Dr	Cheshire	CT	06410	Joseph S. Juger	Vendor agreement / License Agreement (out)
Tri-States Automotive Warehouse, Inc.	3966 Old Cottondale Road	Marianna	FL	32448		Customer agreement
TruStar Group	2404 South Grand Blvd	Pearland	TX	77581	Steve Upton	Customer agreement
Uni-Select	170 Boul Industrial	Boucherville	QU	J4B 2X3	Michelle Laverdure	Customer agreement
UPS Canada	PO Box 2127	Halifax	NS	B3J 3B7	Mary Post	Customs broker agreement
UPS Supply Chain Solutions	28013 Network Place	Chicago	IL	60673-1280	Mary Post	Customs broker agreement
US BankCorp Lease	1310 Madrid Street	Marshall	MN	56258	Natasha Miller	Equipment lease
Val's Radiator + AC Inc	1715 2 nd Ave. N.	Billings	MT	59101	Dave Doll	Agency agreement

Counterparty Name	Address	City	State	ZIP Code	Contact Name	Type of Contract
Vast-Auto distribution LTEE (including Ontario)	4840 boul. Des Grandes Prairies	Montreal, Quebec	Canada	H1R 1A1		Customer agreement
W.R. Zanes & Co.	PO Box 233 223 Tchoupitoulas Street	New Orleans	LA	70130	Bill Lusk	Customs broker agreement
Warren distributing, inc.	8737 Dice Road	Santa Fe Springs	CA	90670		Customer agreement
Wells Fargo	CBS/Blooms Business 006-601-0871-001-007 95 N. Route 17 South	Paramus	NJ		Sandy Swanson	Equipment lease
White Brothers Warehouse, Inc.	356 Walnut Street	Macon	GA	31201		Customer agreement
Yellow Freight Settlement Agreement	10990 Roe Avenue	Overland park	KS	66211		Settlement agreement
Zhejiang Century Huatong Automotive parts Co., Ltd.	439 West Renmin Road, Shangyu Economic and Development Zone	Shangyu, Zhejiang	China			License Agreement
Zurawel, Patton & Sample	9 Crawford Street	Guelph	Canada	N1G 1Y9	Bill Sample	Rep agreement

**UNEXPIRED LEASES OF REAL PROPERTY
CONTRACTS**

Lessor Name	Address	City	State	ZIP Code	Contact Name	Property Location
Raulet Partners	621 North Ave., N.E.	Atlanta	GA	30308		Atlanta
Layland Busch LLC	210 W. 22nd Street, Suite 138	Oak Brooke	IL	60523		Burr Ridge
Handy & Harmon	231 Ferris Avenue	East Prvidence	RI	02916		Cleveland
Kyle Budd Sr. and Kyle Budd Jr.	605 Philomena	Corpus Christie	TX	78412		Corpus Christi
Maple/Douglas, L.P.	402 Calle Miramar	Redondo Beach	CA	90277		Dallas
Bryant Street Quad & Annex Ltd.	8400 E. Prentice Ave.	Greenwood Village	CO	80111		Denver
J & S Project, Inc.	748 Peggs St.	De Sota	TX	75115		Ferris
Concord Street Associates	116 Flanders Road, Suite 2000	Westborough	MA	01581		Framingham
c/o TA Realty Associates	28 State Street, 10th Floor	Boston	MA	02109		Houston
Prologis	1201 West Loop North, Suite 100	Houston	TX	77055		Houston
One Laredo Industrial	100 Sandau , Suite 300	San Antonio	TX	78216		Laredo
Star Supply	P.O. Box 9494	New Haven	CT	06534		New Haven
Prologis	4105-A 34th St.	Orlando	FL	32811		Orlando

Lessor Name	Address	City	State	ZIP Code	Contact Name	Property Location
Steven Bloom	1300 Rt. 73, Ste. 106	Mt. Laurel	NJ	08054		Pennsauken
Reliance Management, LLC	2122 East Highland Ave, Suite 400	Phoenix	AZ	85072		Phoenix
Ronald B. Davey	76-809 Io Place	Kailua-Kona	HI	96740-9707		Sacramento
G&S Properties, LLC	P.O. Box 9069	Salt Lake City	UT	84109-0069		Salt Lake City
Pan Am Realty C/O Cavender & Hill	900 Isom Road , Suite 306	San Antonio	TX	78216		San Antonio
Donald M. Kaplan and Linda Kaplan	1719 Stewart Street	Santa Monica	CA	90404		San Bernardino
Kenyon Industrial Park	1302 Puyallup St.	Sumner	WA	98340		Seattle
Colliers Turley Martin Tucker	4678 World Parkway Circle	St. Louis	MO	63134		Southaven
Carpenters District Council of St. Louis	1401 Hampton Avenue	St. Louis	MO	63139		St. Louis
G.O.S.S. Industries International, Inc. ²	6226 Danville Road	Mississauga	ON	L5T2H7	Mike Laneville	Toronto, ON

² Note that this agreement governs Seller's rental of certain space in a warehouse for a sum certain, and is not a traditional lease.

OTHER CONTRACTS

1. Labor Relation Contracts

Location	Union
Houston Drivers/Warehouse 9290-B Baythorne Drive Houston, TX 77041	International Union, United Automobile, Aerospace and Agricultural Implement Workers of America (UAW), Local 864. July 29, 2008 through July 29, 2012
Burr Ridge, Plant 421 Heathrow Court Burr Ridge, IL 60521	Miscellaneous Warehousemen and Production Employees' Union Local No. 781, International Brotherhood of Teamsters. Nov. 1, 2006 through Oct. 31, 2009
Burr Ridge, Drivers 421 Heathrow Court Burr Ridge, IL 60521	Teamsters Local Union No. 710 Highway Drivers, Dockmen, Spotters, Rampmen, Meat Packing House and Allied Products Drivers and Helpers, Office Workers and Miscellaneous Employees, affiliated with the International Brotherhood of Teamsters. Jan. 2007 through Dec. 2009
Cleveland, Plant 15600 Commerce Park Dr. Cleveland, OH 44142	Industrial Maintenance and Vending Machine Service Employees Local Union No. 416 affiliated with the International Brotherhood of Teamsters, Chauffeurs, Warehousemen and Helpers of America. Nov. 23, 2006 through Nov. 22, 2009

Schedule 2.1(b)(i)

Subsidiary Equity Interests

PROLIANCE INTERNATIONAL SALES, LTD

PROLIANCE INTERNATIONAL DE MEXICO SA DE CV

MANUFACTURERA MEXICANA DE PARTES DE AUTOMOVILES S.A. DE C.V.

Schedule 2.2(b)(ix)

Other Excluded Assets

1. Leases with respect to the following locations:

<u>Building City</u>	<u>Premises</u>	<u>State</u>	<u>Landlord</u>
Arlington	2100 Design Road	TX	Ridge Southridge
Bakersfield	4300 Easton Dr.	CA	4300 Easton Associates
Chesapeake	3804 Cook Blvd	VA	Chesapeake Virginia Properties
Fresno	1611 & 1619 E Street	CA	Herman or Erlene Toews
Kansas City	1137 Saline Street	MO	Block & Company, Inc.
Knoxville	113 Sherlake Road	TN	John Fiser
Largo	15370 US Highway 19 N	FL	Argyle Management, Inc.
Little Rock	1701 East Roosevelt Rd	AR	Goff Distribution & Warehouse
Pittsburgh	288 Corliss Street	PA	The Buncher Company
Portland	12730 N.E. Marx St.	OR	Pacific Realty Assoc. LP
Richmond	8516 Sanford Drive	VA	The Wilton Companies, Inc
San Diego	4394 Pepsi Drive	CA	John C. Edgerton
Springfield	1312 N. Nias Avenue	MO	A&H Enterprises, LLC
Tallahassee	111-3 Hamilton Park Drive	FL	Hamilton Leasing Partnership
Tampa	1212 N.39th Street	FL	Prologis
Windsor	436 Hayden Station	CT	New Beverly Reality

2. All Contracts in connection with the "reverse Morris Trust" transaction entered into by the Company and Modine Manufacturing Company in 2005, including:

<u>Agreement, as amended</u>	<u>Parties</u>	<u>Date</u>
Agreement and Plan of Merger	Modine Manufacturing Company, Modine Aftermarket Holdings, Inc. and Transpro, Inc.	1/31/2005
Contribution Agreement	Modine Manufacturing Company, Modine Aftermarket Holdings, Inc. and Transpro, Inc.	1/31/2005
OEM Acquisition Agreement	Modine Manufacturing and Transpro, Inc.	1/31/2005

<u>Agreement, as amended</u>	<u>Parties</u>	<u>Date</u>
Aftermarket Transition Services Agreement	Modine Manufacturing Company and Modine Aftermarket Holdings, Inc.	7/22/2005
Aftermarket Supply Agreement	Modine Manufacturing Company and Modine Aftermarket Holdings, Inc.	7/22/2005
Supply Agreement	Modine Manufacturing Company, Manufacturera Mexicana de Partes S.A. de C.V. and Transpro, Inc.	7/22/2005
Aftermarket License Agreement	Modine Manufacturing Company and Modine Aftermarket Holdings, Inc.	7/21/2005
OEM Employee Lease Agreement	G&O Manufacturing Company, Inc., Modine Manufacturing Company and Transpro, Inc.	3/1/2005
OEM License Agreement	G&O Manufacturing Company, Inc., Modine Manufacturing Company and Transpro, Inc.	3/1/2005
OEM Supply Agreement	G&O Manufacturing Company, Inc., Modine Manufacturing Company and Transpro, Inc.	3/1/2005
OEM Transition Services Agreement	G&O Manufacturing Company, Inc., Modine Manufacturing Company and Transpro, Inc.	3/1/2005
Assumption of Benefit Plan Liabilities	Modine Manufacturing Company, Modine Delaware LLC, Modine Aftermarket Holdings, Inc. and Transpro, Inc.	7/22/2005

3. The following owned real property:

820 Brunner Street, Peru, Illinois

4. License and Technology Assistance Agreement, dated December 1, 2005, between the Company and Nederlandse Radiateuren Fabriek B.V.
5. Services Agreement, by and between the Company and Manufacturera Mexicana de Partes de Automoviles SA de CV.

6. Relationship and Supply Agreement, dated June 4, 2002, by and between Enterex Industrial Co. Ltd. and the Company, and related agreements thereto including the Pledge and Security Agreement
7. Asset Purchase Agreement, dated September 28, 2007, by and between the Company and Radiator Express Warehouse

Schedule 2.3(b)

Post-Petition Liabilities

Schedule 2.3(b) to be (i) prepared by the mutual agreement of Buyer and the Company in good faith as soon as practicable after the date of this Agreement and (ii) updated from time to time prior to the Closing by the mutual agreement of Buyer and the Company in good faith.

Schedule 2.5(a)

Seller Cure Costs

[See Attached]

PROLIANCE INTERNATIONAL, INC. EXECUTORY CONTRACTS

Counterparty Name	Address	City	State	ZIP Code	Contact Name	Cure Amount	Type of Contract
A.C. Radiator Supply, Inc.	10114 North Palafox	Pensacola	FL	32534	Alen Eafinga		Agency agreement
ACP	121-A E. Morse Blvd.	Winter Park	Florida	32789	Bruce McAllister		Asset Purchase agreement
ACP	121-A E. Morse Blvd.	Winter Park	Florida	32789	Bruce McAllister		Supply agreement
Aetna, Inc.	1000 Middle Street	Middletown	CT	06457	Amanda Reichenbach		Benefit plan admin agreement
Allianz Global Risks US Insurance Co.	225 W. Washington St., Suite 2000	Chicago	IL	60606-3484	Jill Knecht		Insurance agreement
Aon Risk Services Northeast, Inc.	1660 W. 2nd St. Suite 650	Cleveland	OH	44113	Jerry Kysela		Insurance agreement
ARI Lease Agreement (Vehicles)	9000 Midlantic Drive, PO Box 5039	Mt. Laurel	NJ	08054	Tony Kylim		Equipment lease
Atlantic Customs Brokers	PO Box 189	North Haven	CT	06473	Caroline Cassella		Customs broker agreement
Automotive Cooling Parts, Inc.	600 Kasota Ave.	Minneapolis	MN	55414	Shawn Lewis		Supply and Asset Transfer agreement
Bank of America	PO Box 7023	Troy	MI	48007-7023			Equipment lease
Beazley Insurance Co.	30 Batterson Park Rd.	Farmington	CT	06032	Jim Seymour		Insurance agreement
Blue Back Group, LLC	924 Farmington Avenue Suite 105	West Harford	CT	06107	Eric Thompson		Benefit plan admin agreement
Chris Kouri & Associates	1200 N. Jefferson, Suite K	Anaheim	CA	92807	Chris Kouri		Rep agreement
Chubb / Federal Ins Co.	Sears Tower-Suite 4700 233 S. Wacker Dr.	Chicago	IL	60606	Jason E. Bransteter		Insurance agreement
Connolly Sales & Marketing	1384 Pittsford Mendon Road	Mendon	NY	14506	James Connolly		Rep agreement

Counterparty Name	Address	City	State	ZIP Code	Contact Name	Cure Amount	Type of Contract
Contrato De Maquila Y. Asistencia Tecnica	TBD	TBD	TBD	TBD			Maquiladora Agreement
Crown Credit Corp	TBD	TBD	TBD	TBD			Equipment lease
De lage landen Financial Services (Lilly)	TBD	TBD	TBD	TBD			Equipment leases
Dell Computers	Legal Department, One Dell Way	Round Rock	TX	78682			Equipment lease
Esprix Technologies L.P.	7680 Matoaka Road	Sarasota	FL	34243			Consignment agreement
FedEx Trade Networks	PO Box 1188	Buffalo	NY	14240	Mike Penfold		Customs broker agreement
Gantt-Thomas Assocs.	546 Inverrary Court	Eureka	MO	63025	Tom Shaefer		Rep agreement
GE (Transpro)	1010 Thomas Edison Blvd S.W.,	Cedar Rapids	IA	52404			Equipment lease
GE Capital (Blooms Business Systems)	1967 Hirst Drive	Moberly	MO	55270			Equipment lease
GE Capital (CBS)	1967 Hirst Drive	Moberly	MO	55270			Equipment lease
GE Capital (Proliance International—Fax Server T1)	Connecticut Business Systems, 50 Rockwell Road	Newington	CT	06111			Equipment lease
GE Capital (Proliance International—Ricoh 2020 SPF)	Connecticut Business Systems, 50 Rockwell Road	Newington	CT	06111			Equipment lease
GE Capital (Proliance International—Ricoh 3025)	Connecticut Business Systems, 50 Rockwell Road	Newington	CT	06111			Equipment lease
GE Capital (Proliance International—Ricoh 3045 S/P)	Connecticut Business Systems, 50 Rockwell Road	Newington	CT	06111			Equipment lease
GE Capital (Proliance International—Ricoh 3310Le)	Connecticut Business Systems, 50 Rockwell Road	Newington	CT	06111			Equipment lease

Counterparty Name	Address	City	State	ZIP Code	Contact Name	Cure Amount	Type of Contract
GE Capital (Proliance International—Ricoh 4410 L and 3320L)	Connecticut Business Systems, 50 Rockwell Road	Newington	CT	06111			Equipment lease
GE Capital (Proliance International—Ricoh Aficio 1013, Ricoh Fax 1160 L)	Connecticut Business Systems/ Bloom's Business System, 31 Inwood Road	Rocky Hill	CT	06067			Equipment lease
GE Capital (Proliance International—Ricoh Aficio 2018, Orlando, FL)	Connecticut Business Systems/ Bloom's Business System, 31 Inwood Road	Rocky Hill	CT	06067			Equipment lease
GE Capital (Proliance International—Ricoh MP5500 & 3045)	Connecticut Business Systems, 50 Rockwell Road	Newington	CT	06111			Equipment lease
GE Capital (Proliance International—Ricoh Aficio 2018, San Bernardino, CA)	Connecticut Business Systems/ Bloom's Business System, 31 Inwood Road	Rocky Hill	CT	06067			Equipment lease
GE Capital (Vehicles)							Equipment lease
Great American Insurance Company	300 S. Wacker Dr., Suite 650	Chicago	IL	60606	G. Tyler DeFend		Insurance agreement
	900 Oakmont Lane Suite 425	Westmont	IL	60559-5571	Matthew E. Lindborg		
Harborside Capital Group, LLC	18 Sylvia Court	Woodcliff Lake	NJ	07677			Equipment lease
Heatex Radiator	TBD	TBD	TBD	TBD	Joseph Deponio JR		Supply and Asset Transfer agreement
Hooker & Holcomb Consultants	65 LaSalle Road	West Harford	CT	06107	Evan (Bill) Woollacott		Benefit plan admin agreement
Jackson & Cooksey	12770 Merit Drive, Suite 760 LB 51	Dallas	TX	75251	Chris Mason		Brokerage Agreement
Kaiser Foundation Health Plan, Inc.	17284 Slover Avenue	Fontana	CA	92337	Hilda Parra		Benefit plan admin agreement

Counterparty Name	Address	City	State	ZIP Code	Contact Name	Cure Amount	Type of Contract
KAM Marketing	4001 Kennet Pike Suite 220	Greenville	DE	19807	Bernie Meyer		Rep agreement
Konica Minolta	5522 Maple Ave	Dallas	TX	75235			Equipment lease
Kuehne & Nagel	101 Wrangler Drive Suite 101	Coppell	TX	75019	Rick Mosley		Customs broker agreement
Luvata Sweden AB, Luvata Netherlands B.V., Luvata Buffalo, Inc.	129 Fairfield Way	Bloomingtondale	IL	60108	Ulf Anvin		Supplier agreement
Marketing & Promotion, Inc.	204 N. Dooley Street Suite 100	Grapevine	TX	76051-3315	Walter Pletz, Sr.		Rep agreement
Marlin Leasing	300 Fellowship Road	Mount Laurel	NJ	08054			Equipment lease
Merrill Lynch	1400 Merrill Lynch Drive	Pennington	NJ	08534	Norma Jean Peckio		Benefit plan admin agreement
METLIFE	501 Route 22	Bridgewater	NJ	08807	Diana Kearns		Benefit plan admin agreement
MidSouth Digital	2837 Appling Way	Memphis	TN	38133	Drew Murrah		Equipment lease
Mile High Sales Agency	3669 S. Huron Street Suite 201	Englewood	CO	80110	Todd Romsdahl		Rep agreement
Miller Radiator Service	711 W. 6 th	Amarillo	TX	79101	Floyd Fain		Agency agreement
Mr. Gasket	10601 Memphis Ave #12	Cleveland	OH	44144	Tyler Cooper LLP		IP License agreement
N.A. Williams Co.	2900A Paces Ferry Rd.	Atlanta	GA	30339	Roger McCollum		Rep agreement
Norca Heat Transfer, LLC	185 Great Neck Road	Great Neck	NY	11022	Tom Tinghitelli		Consignment agreement
Odessa TX	213 N. Dixie	Odessa	TX				Agency agreement
Oklahoma City	TBD	Oklahoma City	OK				Agency agreement
Oracle License Agreement	500 Oracle Parkway	Redwood City	CA	94065-1677	Mark O'Sullivan		IP License agreement
Radiator Express, dated 12/28/07	4401 Park Road	Benicia	CA	94510			Supply Agreement

Counterparty Name	Address	City	State	ZIP Code	Contact Name	Cure Amount	Type of Contract
Radiator Express, dated 9/28/07	4401 Park Road	Benicia	CA	94510			Supply Agreement
Ready Aire Compressors, Inc.	100 Gando Drive	New Haven	CT	06513			JV agreement
Rodriguez and Assocs.	3054 Ala Poha Place	Honolulu	HI	96818	Alex Rodriguez		Rep agreement
Roppel Industries	TBD	TBD	TBD	TBD	Thomas Roppel		Supply and Asset Transfer agreement
SEI Private Trust Company	1 Freedom Valley Drive	Oaks	PA	19456	Alex Bronstein		Benefit plan admin agreement
Seth F Johnson Sales	7 Pelham Island Road	Wayland	MA	01778	Clark Johnson		Rep agreement
Shearman-Person	26309 Miles Road	Cleveland	OH	44128	John Stojak		Rep agreement
Southern California Region	17284 Slover Avenue	Fontana	CA	92337	Hilda Parra		Benefit plan admin agreement
SRS Marketing Co., Inc.	963 Rush Hollow Road	Westbury	NY	11590	Robit Riefberg		Rep agreement
St. Paul Fire & Marine Insurance Co.	6150 Oak Tree Blvd., Ste. 500	Independence	OH	44131	Karen Ormsby Carol C. Nelson		Insurance agreements
St. Paul Mercury Ins. Co.	200 N. LaSalle St. Ste. 2200	Chicago	IL	60601	Shane P. Elliott		Insurance agreement
TALX	11432 Corporation	St. Louis	MO	63146	William Canfield		Unemployment services
Toyota	TBD	TBD	TBD	TBD			Equipment lease
Transtec Global Group, Inc.	25 Mountaincrest Dr	Cheshire	CT	06410	Joseph S. Juger		Vendor agreement / License Agreement (out)
Travelers Indemnity Company	300 Windsor St.	Hartford	CT	06120	David T. King		Insurance agreements
UPS Canada	PO Box 2127	Halifax	NS	B3J 3B7	Mary Post		Customs broker agreement
UPS Supply Chain Solutions	28013 Network Place	Chicago	IL	60673-1280	Mary Post		Customs broker agreement

Counterparty Name	Address	City	State	ZIP Code	Contact Name	Cure Amount	Type of Contract
US BankCorp Lease	1310 Madrid Street	Marshall	MN	56258	Natasha Miller		Equipment lease
Val's Radiator + AC Inc	1715 2 nd Ave. N.	Billings	MT	59101	Dave Doll		Agency agreement
W.R. Zanes & Co.	PO Box 233 223 Tchoupitoulas Street	New Orleans	LA	70130	Bill Lusk		Customs broker agreement
Wells Fargo	CBS/Blooms Business 006-601-0871-001-007 95 N. Route 17 South	Paramus	NJ		Sandy Swanson		Equipment lease
Zhejiang Century Huatong Automotive parts Co., Ltd.	439 West Renmin Road, Shangyu Economic and Development Zone	Shangyu, Zhejiang	China	N/A			License Agreement
Zurawel, Patton & Sample	9 Crawford Street	Guelph	Canada	N1G 1Y9	Bill Sample		Rep agreement

UNEXPIRED LEASES OF REAL PROPERTY

Lessor Name	Address	City	State	ZIP Code	Contact Name	Cure Amount	Property Location
Raulet Partners	621 North Ave., N.E.	Atlanta	GA	30308			Atlanta
Layland Busch LLC	210 W. 22nd Street, Suite 138	Oak Brooke	IL	60523			Burr Ridge
Handy & Harmon	231 Ferris Avenue	East Prudence	RI	02916			Cleveland
Kyle Budd Sr. and Kyle Budd Jr.	605 Philomena	Corpus Christie	TX	78412			Corpus Christi
Maple/Douglas, L.P.	402 Calle Miramar	Redondo Beach	CA	90277			Dallas
Bryant Street Quad & Annex Ltd.	8400 E. Prentice Ave.	Greenwood Village	CO	80111			Denver
J & S Project, Inc.	748 Peggs St.	De Sota	TX	75115			Ferris
Concord Street Associates	116 Flanders Road, Suite 2000	Westborough	MA	01581			Framingham
c/o TA Realty Associates	28 State Street, 10th Floor	Boston	MA	02109			Houston
Prologis	1201 West Loop North, Suite 100	Houston	TX	77055			Houston
One Laredo Industrial	100 Sandau , Suite 300	San Antonio	TX	78216			Laredo
Star Supply	P.O. Box 9494	New Haven	CT	06534			New Haven
Prologis	4105-A 34th St.	Orlando	FL	32811			Orlando

Lessor Name	Address	City	State	ZIP Code	Contact Name	Cure Amount	Property Location
Steven Bloom	1300 Rt. 73, Ste. 106	Mt. Laurel	NJ	08054			Pennsauken
Reliance Management, LLC	2122 East Highland Ave, Suite 400	Phoenix	AZ	85072			Phoenix
Ronald B. Davey	76-809 Io Place	Kailua-Kona	HI	96740-9707			Sacramento
G&S Properties, LLC	P.O. Box 9069	Salt Lake City	UT	84109-0069			Salt Lake City
Pan Am Realty C/O Cavender & Hill	900 Isom Road , Suite 306	San Antonio	TX	78216			San Antonio
Donald M. Kaplan and Linda Kaplan	1719 Stewart Street	Santa Monica	CA	90404			San Bernardino
Kenyon Industrial Park	1302 Puyallup St.	Sumner	WA	98340			Seattle
Colliers Turley Martin Tucker	4678 World Parkway Circle	St. Louis	MO	63134			Southaven
Carpenters District Council of St. Louis	1401 Hampton Avenue	St. Louis	MO	63139			St. Louis
G.O.S.S. Industries International, Inc. ¹	6226 Danville Road	Mississauga	ON	L5T2H7	Mike Laneville		Toronto, ON

¹ Note that this agreement governs Seller's rental of certain space in a warehouse for a sum certain, and is not a traditional lease.

Schedule 2.5(b)

Buyer Cure Costs

[See Attached]

PROLIANCE INTERNATIONAL, INC. CUSTOMER CONTRACTS

Counterparty Name	Address	City	State	ZIP Code	Contact Name	Cure Amount	Type of Contract
2009 Alliance Group Program and Aftermarket Auto Parts Alliance Guaranty Agreement (including all Alliance Group Members)	2706 Treble Creek, Suit 100	San Antonio	TX		Bruce Lestorti		Customer agreement
4M Parts Warehouse	402 E. Chambers Street	Cleburne	TX	76031			Customer agreement
ABC Auto Parts, Ltd.	920 W. Marshall Avenue	Longview	TX	75601			Customer agreement
Advance Auto Parts	5008 Airport Road	Roanoke	VA	24012	Dave Hart		Customer agreement
Aftermarket Auto Parts Alliance	2706 Treble Creek, Suite 100	San Antonio	TX	78216	Dick Morgan		Customer agreement
AIM	645 Henderson Drive, Suite 10	Cartersville	GA	30120	Ron Pierce		Customer agreement
All Car Automotive Warehouse	206 Hutchings	Cahokia	IL	62206			Customer agreement
All Car Automotive Warehouse	4701 W. Cortland Avenue	Chicago	IL	60639			Customer agreement
Alpha Warehouse, Inc.	3816 Alameda Avenue	El Paso	TX	79905			Customer agreement
ASWA, Inc.	235 Deming Way	Summerville	SC	29483			Customer agreement
Auto Electric Services	1360 Broad St.	Regina, Saskatchewan	Canada	S4R 1Y5			Customer agreement
Auto Pride	TBD	TBD	TBD	TBD	Bruce Listorti		Customer agreement
Auto Sense Auto Parts	87 Caplan Avenue	Barrie	ON	L4N 9J3	Reid Ferguson		Customer agreement
Automotive Distribution Network	3085 Fountainside Drive, Suite 210	Germantown	TN	38138	Dave Lambert		Customer agreement
Automotive Parts Assocs.	1551 Lackman Road	Lenexa	KS	66219	Dan Freeman		Customer agreement
Automotive Parts Headquarters, Inc.	2815 Clearwater Road	St. Cloud	MN	56301			Customer agreement

Counterparty Name	Address	City	State	ZIP Code	Contact Name	Cure Amount	Type of Contract
AutoParts International	192 Mansfield Avenue	Norton	MA	02766	Jacob Einhorn		Customer agreement
Auto-Wares, Inc.	440 Kirkland S.W.	Grand Rapids	MI	49507			Customer agreement
Autozone ¹	123 South Front Street	Memphis	TN	38103	David Wilbanks		Customer agreement
Bennett Auto Supply, Inc.	3141 S.W. 10 th Street	Pampano Beach	FL	33069			Customer agreement
Bond Auto Parts, Inc.	272 Morrison Road	Barre	VT	05641			Customer agreement
Carparts Distribution Center	95A Plaistow Road	Plaistow	NH	03865			Customer agreement
Carquest Corp., Carquest Products, Inc.	4721 Hargrove Road	Raleigh	NC	27616	Todd Hack		Customer agreement
Central Auto Parts Distributors, Ltd.	34 Highfield Circle S.E.	Calgary, AB	Canada	T2G 5N5			Customer agreement
Crescent Radiator Dist	1153 Magazine Street	New Orleans	LA	70130	Rob Congemi		Customer agreement
CSK Auto, Inc.	645 East Missouri Ave. Suite 400	Phoenix	AZ	85012	Mike Swerengin		Customer agreement
Distributors Warehouse, Inc.	1900 N. 10 th Street	Paducah	KY	42002			Customer agreement
E&L Battery & Ignition Company	28 William Street	Newark	NJ	07102			Customer agreement
Eastern Automotive Warehouse	50 Whiting Road	Fredericton, NB	Canada	E3B 4Y2			Customer agreement
Eastern Warehouse Distributors, Inc.	355 S. Flowers Mill Road	Langhorne	PA	19047			Customer agreement
Fast Undercar	4277 Transport Street	Ventura	CA	93003	Victor Davis		Customer agreement
Federated Auto Parts Distributors, Inc.	795 Statler Blvd	Staunton	VA	24402	Rusty Bishop		Customer agreement

¹ Note that although Seller is presently not doing business with Autozone, the vendor agreement is still in effect.

Counterparty Name	Address	City	State	ZIP Code	Contact Name	Cure Amount	Type of Contract
Federated CoMan Warehouse	PO Box 2248	Staunton	VA	24402	Rusty Bishop		Customer agreement
Hahn Automotive Warehouse, Inc.	415 West Main Street	Rochester	NY	14608			Customer agreement
Hanson Distributing Company, Inc.	10802 Rush Street	South El Monte	CA	91733			Customer agreement
Henderson Wheel & Supply	1825 South 300	West Salt Lake	UT	84115			Customer agreement
Independent Warehouse Distributors (IWD)	688 East Main Street	Branford	CT	06405	Bill Burns		Customer agreement
JK Distributors, Inc.	3437 Carlin Springs Road	Falls Church	VA	22041			Customer agreement
Jobbers Automotive Warehouse	801 East Zimmerly	Wichita	KS				Customer agreement
Keystone Automotive Operations, Inc.	44 Tunkhannock Avenue	Exeter	PA	18643	Joseph Amato		Customer agreement
KOI Warehouse	2701 Spring Grove Avenue	Cincinnati	OH	45225	Dave Wesselman		Customer agreement
Lang Distributing, Inc. (North)	1180 Lesco Road	Kankakee	IL	60901			Customer agreement
Lang Distributing, Inc. (South)	2505 North Shore Road	Urbana	IL	61801			Customer agreement
Maslack Supply Limited	488 Falconbridge Road	Sudbury	ON, Canada	P3A 4S4			Customer agreement
McLaughlin Automotive Stores	140 Narragansett Avenue	Providence	RI	02907			Customer agreement
Metro Automotive Parts Distributor	535 Tennis Court Lane	San Bernardino	CA	92402			Customer agreement
Moog Louisville Warehouse	1421 W. Magazine Avenue	Louisville	KY	40203			Customer agreement
NAPA Auto Parts	2999 Circle 75 Parkway	Atlanta	GA	30339	Alan Woll		Customer agreement

Counterparty Name	Address	City	State	ZIP Code	Contact Name	Cure Amount	Type of Contract
National Pronto	204 N. Dooley Street, Suite 30	Grapevine	TX	76051	Bill Maggs		Customer agreement
Norwood Motor Parts Co, Inc.	43 N. Montello Street	Brockton	MA	02301			Customer agreement
O'Reilly/Ozark Purchasing LLC	233 S. Patterson	Springfield	MO	65802	Michael Swearengin		Customer agreement
Parts Central	3243 Whitfield Street	Macon	GA	31204			Customer agreement
Parts Depot Company	2177 Dale Avenue, SE	Roanoke	VA	24013	Mark Noble		Customer agreement
Parts Warehouse, Inc.	1901 E. Roosevelt Road	Little Rock	AR	72206			Customer agreement
PepBoys Auto	3111 West Allegheny Avenue	Philadelphia	PA	19132	George Williams		Customer agreement
Performance Warehouse	9440 N. Whitaker Road	Portland	OR	97217			Customer agreement
Piston Ring Service Supply	660 Wall Street	Winnipeg, Manitoba	Canada	R3C 2P7			Customer agreement
Pro Parts	PO Box 13785	Roanoke	VA	24037	Mark Noble		Customer agreement
Radiator Express	4401 Park Road	Benicia	CA	94510			Customer agreement
Smith Auto Parts, Inc.	216 S. Bridge Street	Visalia	CA	93291			Customer agreement
South Jersey Auto Supply	516 West Leeds Avenue	Pleasantville	NJ	08232			Customer agreement
Standard Customer Terms and Conditions (Proliance)	100 Gando Drive	New Haven	CT	06513			Customer agreement, Product warranty
Star Distributing Company	1911 N. 22 nd Avenue	Phoenix	AZ	85009			Customer agreement
Superior Automotive Warehouse, Inc.	22 Pratt Street	Boston	MA	02134			Customer agreement
The Merrill Company, LLP	601 1 st Avenue S.W.	Spencer	IA	51301			Customer agreement
Tri-States Automotive Warehouse, Inc.	3966 Old Cottondale Road	Marianna	FL	32448			Customer agreement
TruStar Group	2404 South Grand Blvd	Pearland	TX	77581	Steve Upton		Customer agreement

Counterparty Name	Address	City	State	ZIP Code	Contact Name	Cure Amount	Type of Contract
Uni-Select	170 Boul Industrial	Boucherville	QU	J4B 2X3	Michelle Laverdure		Customer agreement
Vast-Auto distribution LTEE (including Ontario)	4840 boul. Des Grandes Prairies	Montreal, Quebec	Canada	H1R 1A1			Customer agreement
Warren distributing, inc.	8737 Dice Road	Santa Fe Springs	CA	90670			Customer agreement
White Brothers Warehouse, Inc.	356 Walnut Street	Macon	GA	31201			Customer agreement

Schedule 7.2(h)

Budget

[See Attached]

Estimated Weekly Cash Flow During 363 Process

Assumes No DIP Funding

(\$'s in 000's)

		363 Process Period; 9 Weeks								
		1	2	3	4	5	6	7	8	9
		7/3/2009	7/10/2009	7/17/2009	7/24/2009	7/31/2009	8/7/2009	8/14/2009	8/21/2009	8/28/2009
Collections		\$3,320	\$2,202	\$3,424	\$2,337	\$2,874	\$3,187	\$3,928	\$2,568	\$2,608
Expenditures:										
Inventory Related		1,250	1,250	1,350	1,400	1,350	1,350	1,400	1,200	1,125
Total Operating Expenses		1,720	1,080	2,220	880	1,353	802	1,907	844	1,285
Interest		20	20	20	20	20	20	10	20	10
Total Transaction Related		-	-	-	-	-	1,183	150	-	1,125
Total Expenditures		\$2,990	\$2,350	\$3,590	\$2,300	\$2,723	\$3,355	\$3,467	\$2,064	\$3,545
Net Cash Generated/(Used) Per Week		\$330	(\$148)	(\$166)	\$37	\$150	(\$169)	\$462	\$504	(\$937)
Cumulative Net Cash		\$330	\$182	\$16	\$53	\$204	\$35	\$497	\$1,000	\$63

Schedule 7.9(a)

New Hires

Schedule 7.9(a) to be (i) prepared by Buyer (at Buyer's sole discretion) as soon as practicable after the date of this Agreement and (ii) changed from time to time by Buyer (at Buyer's sole discretion) prior to the New Hire Deadline.

Certain Payments

Following the Closing, Buyer will reimburse Sellers on a monthly basis for the costs and expenses of employing two individuals to serve as Benefits Manager and HR Manager, for a period not to exceed 18 months and 6 months, respectively for each such position. Buyer's reimbursement obligation pursuant to this Schedule 7.9(f) will not exceed \$150,000 in the aggregate. During such periods, Buyer will provide the HR Manager and Benefits Manager with office space in its Connecticut facility, including standard office equipment such as phone and desktop computers, and provide access to Buyer's internal and external computer networks (to the extent available for access), phone network, and access to all information, data, and historical records related to Employees and New Hires that are in Buyer's possession.