UNITED STATES
SECURITIES AND EXCHANGE COMMISSION
Washington, D.C. 20549

FORM 10-K

(Mark one)

☒ **ANNUAL REPORT PURSUANT TO SECTION 13 OR 15(d) OF THE SECURITIES EXCHANGE ACT OF 1934**

For the fiscal year ended December 31, 2010

OR

☐ **TRANSITION REPORT PURSUANT TO SECTION 13 OR 15(d) OF THE SECURITIES EXCHANGE ACT OF 1934**

For the transition period from to

Commission file number 333-123708

COOPER-STANDARD HOLDINGS INC.
(Exact name of registrant as specified in its charter)

Delaware **(State or other jurisdiction of incorporation or organization)**	**20-1945088** **(I.R.S. Employer Identification No.)**

39550 Orchard Hill Place Drive
Novi, Michigan 48375
(Address of principal executive offices) (Zip Code)
Registrant's telephone number, including area code: (248) 596-5900

Securities registered pursuant to Section 12(b) of the Act: None.
Securities registered pursuant to Section 12(g) of the Act:

Title of Each Class	Name of Exchange on Which Registered
Common Stock, par value $0.001 per share	OTC Bulletin Board

Indicate by check mark if the registrant is a well-known seasoned issuer, as defined in Rule 405 of the Securities Act. Yes ☐ No ☒

Indicate by check mark if the registrant is not required to file reports pursuant to Section 13 or Section 15(d) of the Act. Yes ☐ No ☒

Indicate by check mark whether the registrant (1) has filed all reports required to be filed by Section 13 or 15(d) of the Securities Exchange Act of 1934 during the preceding 12 months (or for such shorter period that the registrant was required to file such reports), and (2) has been subject to such filing requirements for the past 90 days. Yes ☐ No ☒

Indicate by check mark whether the registrant has submitted electronically and posted on its corporate Web site, if any, every Interactive Data File required to be submitted and posted pursuant to Rule 405 of Regulation S-T during the preceding 12 months (or for such shorter period that the registrant was required to submit and post such files). Yes ☐ No ☐

Indicate by check mark if disclosure of delinquent filers pursuant to Item 405 of Regulation S-K is not contained herein, and will not be contained, to the best of registrant's knowledge, in definitive proxy or information statements incorporated by reference in Part III of this Form 10-K or any amendment to this Form 10-K. ☒

Indicate by check mark whether the registrant is a large accelerated filer, an accelerated filer, a non-accelerated filer, or a smaller reporting company. See definitions of "large accelerated filer", "accelerated filer" and "smaller reporting company" in Rule 12b-2 of the Exchange Act. (Check one):

Large accelerated filer	☐	Accelerated filer	☐
Non-accelerated filer	☒	Smaller reporting company	☐

Indicate by check mark whether the registrant is a shell company (as defined in Rule 12b-2 of the Exchange Act). Yes ☐ No ☒

Indicate by check mark whether the registrant has filed all documents and reports required to be filed by Sections 12, 13 or 15(d) of the Securities Exchange Act of 1934 subsequent to the distribution of securities under a plan confirmed by a court. Yes ☒ No ☐

The aggregate market value of voting and non-voting common stock held by non-affiliates as of June 30, 2010 was $258,799,060.

The number of the registrant's shares of common stock, $0.001 par value per share, outstanding as of March 16, 2011 was 18,376,112 shares.

Documents Incorporated by Reference

Certain portions, as expressly described in this report, of the Registrant's Proxy Statement for the 2011 Annual Meeting of Stockholders are incorporated by reference into Part III of this Annual Report on Form 10-K.

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PART I

Item 1. Business

Cooper-Standard Holdings Inc. (together with its consolidated subsidiaries, the "Company", "Cooper-Standard", "we" or "us") is a leading manufacturer of fluid handling, body sealing, and Anti-Vibration Systems ("AVS") components, systems, subsystems, and modules. Our products are primarily for use in passenger vehicles and light trucks that are manufactured by global automotive original equipment manufacturers ("OEMs") and replacement markets. We conduct substantially all of our activities through our subsidiaries.

We believe that we are the largest global producer of body sealing systems, the second largest global producer of the types of fluid handling products that we manufacture and one of the largest North American producers of AVS business. We design and manufacture our products in each major region of the world through a disciplined and sustained approach to engineering and operational excellence. We operate in 66 manufacturing locations and nine design, engineering, and administrative locations in 18 countries around the world.

Approximately 81% of our sales in 2010 were to OEMs, including Ford Motor Company ("Ford"), General Motors Company ("GM"), and Chrysler Group LLC ("Chrysler") (collectively, the "Detroit 3"), Fiat, Volkswagen/Audi Group, Renault/Nissan, PSA Peugeot Citroën, Daimler, BMW, Toyota, Volvo, Jaguar/Land Rover and Honda. The remaining 19% of our 2010 sales were primarily to Tier I and Tier II automotive suppliers and non-automotive manufacturers. In 2010, our products were found in each of the 20 top-selling models in North America and in 19 of the 20 top-selling models in Europe. Our principal executive offices are located at 39550 Orchard Hill Place Drive, Novi, Michigan 48375, and our telephone number is (248) 596-5900. Additional information is available at our website at www.cooperstandard.com, which is not a part of this Annual Report on Form 10-K.

Corporate History and Business Developments

Cooper-Standard Holdings Inc. was formed and capitalized in 2004 as a Delaware corporation and began operating on December 23, 2004 when it acquired the automotive segment of Cooper Tire & Rubber Company (the "2004 Acquisition"). Cooper-Standard Holdings Inc. operates the business primarily through its principal operating subsidiary, Cooper-Standard Automotive Inc.

In February 2006, we acquired fifteen fluid handling systems operations in North America, Europe and China (collectively, "FHS") from ITT Industries, Inc. In August 2007, we acquired Metzeler Automotive Profile Systems sealing systems operations ("MAPS") from Automotive Sealing Systems S.A. We completed a related acquisition of a joint venture interest in India ("MAP India") in December 2007. In addition to the FHS and MAPS acquisitions, we acquired a hose manufacturing operation in Mexico from the Gates Corporation and a fuel rail manufacturing operation in Mexico from Automotive Component Holdings, LLC, in 2005 and 2007, respectively.

We operate from two divisions, North America and International (covering Europe, South America and Asia). This operating structure allows us to maintain our full portfolio of global products, as well as support our regional and global customers with complete engineering and manufacturing expertise in all major regions of the world.

We have implemented a number of restructuring initiatives in recent years, including the global restructuring of our operating structure in 2009 as well as the closure of facilities in North America, Europe and Asia. For information on these restructuring initiatives, see Note 5. "Restructuring" to the consolidated financial statements.

Reorganization

On August 3, 2009, Cooper-Standard Holdings Inc. and each of its direct and indirect wholly-owned U.S. subsidiaries (the “Debtors”) filed voluntary petitions for relief under chapter 11 (“Chapter 11”) of title 11 of the United States Code (the “Bankruptcy Code”), in the United States Bankruptcy Court for the District of Delaware (the “Bankruptcy Court”). On August 4, 2009, our Canadian subsidiary, Cooper-Standard Automotive Canada Limited (“CSA Canada”) commenced proceedings seeking relief from its creditors under Canada’s Companies’ Creditors Arrangement Act in the Ontario Superior Court of Justice (Commercial List) in Toronto, Canada (the “Canadian Court”). Our subsidiaries and operations outside the United States and Canada were not included in the Chapter 11 cases or the Canadian proceedings (other than CSA Canada) and continued to operate in the ordinary course of business.

On March 26, 2010, the Debtors filed with the Bankruptcy Court their Second Amended Joint Chapter 11 Plan of Reorganization (as amended and supplemented, the “Plan of Reorganization”) and their First Amended Disclosure Statement with the Bankruptcy Court. On May 12, 2010, the Bankruptcy Court entered an order confirming our Plan of Reorganization. The Canadian Court sanctioned CSA Canada’s second amended plan of compromise and arrangement on April 16, 2010.

On May 27, 2010, the effective date of our Plan of Reorganization, we consummated the reorganization and emerged from Chapter 11.

Following the effective date of our Plan of Reorganization, our capital structure consisted of the following:

- *Senior ABL Facility*. A senior secured asset-based revolving credit facility in the aggregate principal amount of $125 million (the “Senior ABL Facility”), which contains an uncommitted $25 million “accordion” facility that will be available at our request if the lenders, at the time, consent.
- *8 1/2% Senior Notes due 2018*. $450 million of senior unsecured notes (the “Senior Notes”) that bear interest at 8 1/2% per annum and mature on May 1, 2018.
- *Common stock, 7% preferred stock and warrants*. Equity securities comprised of (i) 17,489,693 shares of our common stock, (ii) 1,000,000 shares of our 7% cumulative participating convertible preferred stock (“7% preferred stock”), which are initially convertible into 4,290,788 shares of our common stock, and (iii) 2,419,753 warrants (“warrants”) to purchase up to an aggregate of 2,419,753 shares of our common stock.

In addition, on the effective date of our Plan of Reorganization, we issued to certain officers and key employees (i) 757,896 shares of our common stock as restricted stock, plus an additional 104,075 shares of our common stock as restricted stock that may be reduced subject to realized dilution on the warrants, (ii) 41,664 shares of our 7% preferred stock as restricted 7% preferred stock and (iii) 702,509 options to purchase shares of common stock, plus an additional 78,057 options to purchase shares of our common stock that may be reduced subject to realized dilution on the warrants. On the day after the effective date of our Plan of Reorganization, we issued to certain of our directors and Oak Hill Advisors L.P. and its affiliates 26,448 shares of our common stock as restricted stock and 58,386 options to purchase shares of our common stock. We also reserved up to 780,566 shares of our common stock for future issuance to management and board of directors. On July 19, 2010 we paid a dividend to holders of our outstanding 7% preferred stock in the form of 10,780 additional shares of 7% preferred stock.

On the effective date of our Plan of Reorganization, our prepetition equity, debt and certain other obligations were cancelled, terminated and repaid, as applicable, as follows:

- Our prepetition common stock and other equity interests were cancelled, and no distributions were made to former equity-holders.

- All outstanding obligations under our prepetition senior notes and prepetition senior subordinated notes were cancelled and the indentures governing these obligations were terminated in exchange for shares and warrants.
- Our prepetition credit agreement and the Debtors' Debtor-in-Possession Credit Agreement (the "DIP credit agreement") were paid in full.

The consolidated financial statements for the reporting entity subsequent to emergence from Chapter 11 bankruptcy proceedings (the "Successor") are not comparable to the consolidated financial statements for the reporting entity prior to emergence from Chapter 11 bankruptcy proceedings (the "Predecessor").

Business Strategy

Sustain and improve operational excellence to strengthen global organization

We seek to optimize our business and cost structure to keep pace with the rapidly changing global automotive industry, with an emphasis on reducing our overall cost structure and making our manufacturing operations more efficient. Our primary areas of focus are:

- *Identifying and implementing lean manufacturing initiatives*. Our lean manufacturing initiatives focus on optimizing manufacturing by eliminating waste, controlling costs and enhancing productivity. Lean manufacturing initiatives have been implemented at each of our manufacturing and design facilities and continue to be an important element in sustaining our operational excellence.
- *Expand global footprint*. We are supplementing our Western European operations with Central and Eastern European facilities to support our customers' evolving footprints. In addition, we continue to expand our operations in China, India and Mexico.
- *Consolidating facilities to reduce cost structure and improve capacity utilization*. Our capacity utilization efforts are designed to streamline our global operations and include taking advantage of opportunities to reduce our overall cost structure by consolidating and closing facilities. For example, in the second half of 2009, we closed two manufacturing facilities, one located in Ohio and another located in Germany, and in March 2010, we announced the closure of our manufacturing facility in Spain. Also, in February 2011, we announced the closure of a manufacturing facility in Ohio. We will continue to take a disciplined approach to evaluating opportunities that would improve our efficiency, profitability and cost structure.
- *Maintaining flexibility in all areas of our operations.* Our operational capital needs are generally lower than many companies in our industry and a major portion of our manufacturing machinery is movable from job-to-job, providing us flexibility in adapting to market changes and serving customers worldwide.

Leverage Technology for Innovation and Growth

We will draw on our technical expertise to provide customers with innovative solutions. Our engineers combine product design with a broad understanding of material options for enhanced vehicle performance. We believe our reputation for successful innovation in product design and material usage is the reason our customers consult us early in their vehicle development and design process of their next generation vehicles.

Recent innovations that highlight our ability to combine materials and product design expertise can be found in the following products:

- *Safe Seal*™. Safe Seal™ is a body sealing product featuring sensors built into the seal capable of reversing power windows, doors and partitions to prevent injury.
- *Our new Multi-State Mount*. The vacuum actuated mount responds to bi-modal and tri-modal inputs from the onboard vehicle computer. As a result of receiving inputs from the on-board vehicle computer

we are now able to more precisely tune the mounts in real time to the engine/vehicle frequency characteristics allowing us to dissipate engine noise and vibration during varying driving/road conditions.

- *Direct Injection Fuel Rail*. Direct Injection Fuel Rails draw upon our innovative welding and brazing processes as well as our understanding of metal dynamics to create high pressure capability. This allows us to provide fuel rails for advanced direct injection engines which improve fuel economy and performance.
- *Stratlink*™. Utilizing our internal material engineering capabilities, we have developed a rubber compound that performs equally with externally sourced compounds, which will significantly reduce cost.
- *PlastiCool*. PlastiCool is a low cost, low weight, high temperature alternative to metal and rubber hose currently used in transmission cooling that offers a more robust joint design, improving quality and potentially reducing warranty costs. Additionally, because the material is smaller than current alternatives, it allows for greater design flexibility.

Continued emphasis on fuel efficiency, global platforms and emerging markets

We believe that by focusing on fuel efficiency, global platforms and emerging markets, we will be able to solidify and expand our global leadership position.

- *Fuel efficiency*. With the recent shift in customer preferences toward light weight, fuel efficient vehicles, we intend to target small car, hybrid and alternative powertrains and increase the content we provide to these platforms. We believe that furthering our position in the small car and hybrid market and alternative powertrains market will allow us to increase market share, create greater economies of scale and provide more opportunities to partner with customers.
- *Global platforms*. Our global presence makes us one of the select few manufacturers in our product areas who can take advantage of the many business opportunities that are becoming available worldwide as a result of the OEMs' expanding emphasis on global platforms. Ten of our top twenty global vehicles in the fourth quarter of 2010 were based on global platforms which is evidence that customers look to us for global vehicle platform support.
- *Emerging markets.* China, India and South America will continue to be regions of emphasis as their light vehicle market is projected to grow substantially as their economies continue to develop. In fact, seventy percent of global vehicle production is expected to come from emerging markets over the next five years (*IHS Global Vehicle Production Forecast September 28, 2010*).

Developing systems solutions and other value-added products

We believe that significant opportunities exist to grow by providing complete subsystems, modules and assemblies. As a leader in design, engineering and technical capabilities, we focus on improving products, developing new technologies and implementing more efficient processes in each of our product lines. Our body sealing products are visible to vehicle passengers and can enhance the vehicle's aesthetic appeal, in addition to creating a barrier to wind, precipitation, dust and noise. Our AVS products are an important contributor to vehicle quality, significantly improving ride and handling. Our fluid handling modules and subsystems are designed to increase functionality and decrease costs to the OEM, which can be the deciding factor in winning new business.

Pursue acquisitions and alliances to enhance capabilities and accelerate growth

We intend to continue to selectively pursue complementary acquisitions and joint ventures to enhance our customer base, geographic penetration, scale and technology. Consolidation is an industry trend and is encouraged by the OEMs' desire for fewer supplier relationships. We believe we have a strong platform for growth through acquisitions based on our past integration successes, experienced management team, global presence and operational excellence. In addition, we believe joint ventures allow us to penetrate new markets with less risk and capital investment than acquisitions. We currently operate through several successful joint ventures, including those with Nishikawa Rubber Company, Zhejiang Saiyang Seal Products Co., Ltd., Guyoung Technology Co. Ltd. ("Guyoung"), Hubei Jingda Precision Steel Tube Industry Co., Ltd. ("Jingda"), Huayu- Cooper Standard Sealing Systems Co. Ltd. ("HASCO") an affiliate of Shanghai Automotive Industry Corporation, and Toyoda Gosei Co., Ltd. ("Toyoda Gosei").

Developing business in non-automotive markets

While the automotive industry will continue to be our core business, we supply other industries with products using our expertise and material compounding capabilities. For example, we supply parts to customers in the technical rubber business and develop and produce synthetic rubber products for a variety of industry applications, including aircraft flooring, commercial flooring, insulating sheets for power stations, non-slip step coverings and rubber for appliances and construction applications. In our technical rubber business we fabricate products from a wide variety of elastomer compounds and can custom fit many applications.

Products

We supply a diverse range of products on a global basis to a broad group of customers across a wide range of vehicles. Our principal product lines are body and chassis products and fluid handling products. For the years ended December 31, 2008, 2009, and 2010, body and chassis products accounted for 66%, 65% and 66%, respectively, of our sales, and fluid handling products accounted for 34%, 35% and 34%, respectively, of our sales. The top ten vehicle platforms we supply accounted for approximately 28% of our sales in 2008, 32% of our sales in 2009 and 33% of our sales in 2010. Our principal product lines are described below.

Product Lines	Solutions	Products & Modules	Market Position*
Body & Chassis:			
Body Sealing	Protect vehicle interiors from weather, dust and noise intrusion	Extruded rubber and thermoplastic sealing, weather strip assemblies and encapsulated glass products	#1 globally
Anti-Vibration	Control and isolate noise and vibration in the vehicle to improve ride and handling	Engine and body mounts, dampers, isolators, springs, stamped or cast metal products and rubber products	#3 North America
Fluid Handling	Control, sense, measure and deliver fluids and vapors throughout the vehicle	Pumps, tubes and hoses, connectors and valves (individually and in systems and subsystems)	#2 globally

* Market positions are management's estimates, which are based on reports prepared by industry consultants commissioned by us in 2008.

Body & chassis products

We are a leading global supplier of automotive body sealing and AVS products. Body sealing products protect vehicle interiors from weather, dust and noise intrusion. AVS products isolate and reduce noise and vibration to improve ride and handling. Body sealing and AVS products lead to a better driving experience for all occupants. For the years ended December 31, 2008, 2009 and 2010, we generated approximately 66%, 65% and 66%, respectively, of total corporate revenue from the sale of body and chassis products (before corporate eliminations).

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Body sealing

Based on third party analysis, we are the leading global supplier of body sealing products to the automotive industry. We are known throughout the industry to be a leader in providing innovative design and manufacturing solutions for complex automotive designs.

Our body sealing products are comprised of ethylene propylene diene M-class rubber, ("EPDM-synthetic rubber") and thermoplastic elastomers, or TPE. The typical production process involves mixing of rubber compounds, extrusion (supported with metal and woven wire carriers or unsupported), cutting, notching, forming, injection molding and assembly. Below is a description of our primary sealing products:

Product Category	Description
Dynamic seals	Designed and used for areas of the vehicle in which a gap exists between the vehicle body and movable closures. The seals function to isolate cockpit occupants and engine components from exterior climate conditions such as wind noise and water, providing the occupants with an improved vehicle experience. *Door seals*: Sectional seal design that fits the door structure and body cabin to seal rain, dust, and noise from the occupants of vehicles. *Body seals*: Secondary seal used to provide further noise and aesthetic coverage of welt flanges on the vehicle body. *Hood seals*: Located on body flanges in the engine compartment protecting against water and dust penetration while also reducing engine and road noise in the vehicle cabin during high speed travel. *Trunk lid and lift gate seals*: Located on body flanges in the trunk or lift gate compartment offering protection against water and dust penetration. *Lower door seals/rocker seals*: Offers protection in the "rocker" area against water and dust penetration. Reduces road noise from entering the cabin during high speed driving. *Sunroof seals*: Creates a narrow sealing space and minimize resistance for the sunroof.
Static seals	Designed for stationary areas of the vehicle body. The seals function to isolate cockpit occupants from exterior climate conditions such as wind noise and water for improved vehicle experience. *Belt line seal*: Provides protection against water, dust and noise for driver and passenger door movable glass. *Glass run assembly*: Enables the movable door glass and door to form one surface, improving glass movement and sealing the vehicle cabin from the exterior environment. *Quarter window trim/glass encapsulation*: Integral pillar moldings and decorative plastic or metal corner trims seal fixed quarter side glass windows. *Appliqués*: Also referred to as greenhouse moldings, these seals act as an aesthetic covering for A, B and C pillars.
Convertible seals	Sealing materials that combine compressibility with superior design for use on a convertible vehicle soft top weather sealing application.

AVS

Based on third party analysis, we are one of the leading suppliers of AVS products in North America. We are known in North America for utilizing our advanced development and testing of AVS products and subsystems to provide innovative solutions.

Our AVS products include components manufactured with various types of rubber–natural rubber, butyl or EPDM in combination with stamped steel, aluminum or cast iron sub-components. Additionally, we supply brackets that are manufactured from stamped steel, aluminum or cast iron as individual final products. The typical production process for a rubber and metal product involves mixing of rubber compounds, metal preparation (cleaning and primer application), injection molding of the rubber and metals, final assembly and testing as required based on specific products. Below is a description of our primary chassis products:

Product Category	Description
Body/cradle mounts	Enable isolation of the interior cabin from the vehicle body reducing noise, vibration and harshness.
	Hydro body mounts: A body mount filled with fluid providing spring rate and damping performance that varies according to frequency and displacement of vibration. Conventional (non-hydro) mounts provide fixed response. Hydromounts can provide a more comfortable ride in a vehicle during idling or traveling.
Powertrain mounts	Secures and isolates vehicle powertrain noise, vibration, and harshness from the uni-body or frame.
	Transmission mounts: Enables mounting of transmission to vehicle body while reducing vibration and harshness from the powertrain.
	Torque strut: Controls the fore and aft movement of transverse mounted engines within their compartment while isolating engine noise and vibration from the vehicle body.
	Hydro engine mounts: This technology applies the same principles as the above mentioned hydro body mounts specific for an engine application.
	Multi-State Engine Mounts: This new innovative technology responds up to three separate inputs from the on- board vehicle computer and utilizing vacuum actuation. The Multi State Mount is designed to improve isolation and ride control for Wide Open Throttle (WOT) and Part Open Throttle (POT), as well as provide increased rigidity during highway cruising.
Suspension	Provides for needed flexibility in suspension components and eliminates noise vibration from entering the interior cabin.
	Hydrobushing: Similar benefits to hydromounts; however, these are designed to be installed in a link or control versus a bracket attached to a vehicle.
	Mass damper: Developed to counteract a specific resonance at a specific frequency to eliminate undesirable vibration.

Fluid handling products

We are one of the leading global integrators of fluid subsystems and components that control, sense and deliver fluids and vapors in motor vehicles. We believe we are the second largest global provider of fluid handling system products manufactured in our industry. We offer an extensive product portfolio and are positioned to serve our diverse customer base around the world. Utilizing our core competencies in thermal management, emissions management and fuel and brake delivery systems, we strive to create the highest value for our global customers by engineering unique solutions that anticipate and exceed their needs through Design for Six Sigma, seamless launches, lean enterprise principles and key strategic alliances. For the years ended December 31, 2008, 2009 and 2010, we generated approximately 34%, 35% and 34% of total corporate revenue from the sale of fluid handling products (before corporate eliminations).

We support the green technology trend as our customers expand towards hybrids and alternative powertrains required to meet future fuel efficiency demands. We provide thermal management solutions that enhance hybrid and electric vehicle powertrain cooling systems and offer bio-fuel compatible materials for alternative fuel vehicles. Our products support improved fuel economy initiatives with light weight, high performance plastic and aluminum materials that reduce weight and offer an improved value equation. We specialize in complete fuel system integration encompassing products from the fuel rail to the fuel tank lines. We support reduced emissions through the control of the flow and temperature of exhaust gas.

Our fluid handling products are principally found in four major vehicle systems: thermal management; fuel and brake; emissions management; and power management. Below is a description of our primary fluid handling products:

Product Category	Description	
Thermal Management	*Direct, control and transport oil, coolant, water and other fluids throughout the vehicle*	
	Engine oil cooling subsystems with over-molded connections	Transmission oil cooling subsystems
	Engine oil cooler tube and hose assemblies	Transmission oil cooler tube and hose assemblies
	Engine oil cooling quick connects	Engine oil level indicator tube assemblies
	Electro/mechanical water valves and pumps	Integrated thermostats and plastic housings
	Coolant subsystems	Bypass valves
	Radiator and heater hoses	Auxiliary oil coolers
Fuel & Brake	*Direct, control and transport fuel, brake fluid and vapors throughout the vehicle*	
	Fuel supply and return lines	Flexible brake lines
	Fuel/Vapor quick connects	Vacuum brake hoses
	Fuel/Vapor lines	
Emissions Management	*Direct, control and transmit emission vapors and fluids throughout the vehicle*	
	Fully integrated exhaust gas recirculation modules	Exhaust gas recirculation valves
	EGR coolers and bypass coolers	DPF lines
	Exhaust gas recirculation tube assemblies	Secondary air tubes
Power Management	*Direct, control and transmit power management fluids throughout the vehicle*	
	High pressure roof lines	Power steering pressure and return lines
	Hydraulic clutch lines	Air bag tubes

Supplies and Raw Materials

Raw material prices have fluctuated greatly in recent years. We have implemented strategies with both our suppliers and our customers to help manage spikes in raw material prices. These actions include material substitutions and leveraging our global purchases. Global optimization also includes using benchmarks and selective sourcing from low cost regions. We have also made process improvements to ensure the most efficient use of materials through scrap reduction, as well as standardization of material specification to maximize leverage over a higher volume purchase.

The primary raw materials for our business include fabricated metal-based components, synthetic rubber, carbon black, natural rubber, process oil and plastic components.

Patents and Trademarks

We believe one of our competitive advantages is our application of technological innovation to customer challenges. We hold over 300 patents in key product technologies, such as Daylight Opening Modules, Engineered Stretched Plastics, Low Fuel Permeation Nylon Tubing and Quick Connect Fluid Couplings, as well as core process methods, such as molding, joining, and coating. Our patents are grouped into two major categories: (1) products, which relate to specific product invention claims for products which can be produced, and (2) processes, which relate to specific manufacturing processes that are used for producing products. The vast majority of our patents fall within the products category. We consider these patents to be of value and seek to protect our rights throughout the world against infringement. While in the aggregate these patents are important to our business, we do not believe that the loss or termination of any one patent would materially affect our company. We continue to seek patent protection for our new products. Additionally, we develop significant technologies that we treat as trade secrets and choose not to disclose to the public through the patent process, but which nonetheless provide significant competitive advantages and contribute to our global leadership position in various markets.

We also have technology sharing and licensing agreements with various third parties, including Nishikawa Rubber Company, one of our joint venture partners in body sealing products. We have mutual agreements with Nishikawa Rubber Company for sales, marketing and engineering services on certain body sealing products we sell. Under those agreements, each party pays for services provided by the other and royalties on certain products for which the other party provides design or development services.

We own or have licensed several trademarks that are registered in many countries, enabling us to protect and market our products worldwide. Key trademarks include StanPro® (aftermarket trim seals), SafeSeal™ (obstacle detection sensors), and Stratlink™ (proprietary TPV polymer).

Seasonality

Historically, sales to automotive customers are lowest during the months prior to model changeovers and during assembly plant shutdowns. However, economic conditions and consumer demand may change the traditional seasonality of the industry and lower production may prevail without the impact of seasonality. Historically, model changeover periods have typically resulted in lower sales volumes during July, August and December. During these periods of lower sales volumes, profit performance is reduced but working capital often improves due to the continued collection of accounts receivable.

Competition

We believe that the principal competitive factors in our industry are price, quality, service, performance, design and engineering capabilities, innovation and timely delivery. We believe that our capabilities in these core competencies are integral to our position as a market leader in each of our product lines. Our body and chassis products compete with Toyoda Gosei, Trelleborg, Tokai, Vibracoustic, Paulstra, Hutchinson, Henniges, SaarGummi and Standard Profil, among others. Our fluid handling products compete with TI Automotive, Martinrea, Hutchinson, Conti-Tech, Pierburg and Gustav Wahler, along with numerous smaller companies in this competitive market.

Industry Structure

The automotive industry is one of the world's largest and most competitive. Consumer demand for new vehicles largely determines sales and production volumes of global OEMs, and component suppliers rely on high levels of vehicle sales and production to be successful.

The automotive supplier industry is generally characterized by high barriers to entry, significant start-up costs and long-standing customer relationships. The criteria by which OEMs judge automotive suppliers include price, quality, service, performance, design and engineering capabilities, innovation, timely delivery and, more recently, financial stability. Over the last decade, those suppliers that have been able to achieve manufacturing scale, reduce structural costs, diversify their customer base and establish a global manufacturing footprint have been successful.

Among the leading drivers of new vehicle demand is the availability of consumer credit to finance purchases. Beginning in late 2008, turmoil in the global credit markets and the recession in the United States and global economies led to a severe contraction in the availability of consumer credit. As a result, global vehicle sales volumes plummeted, led by severe declines in the mature North American and European markets. During 2009, North American light vehicle industry production declined by approximately 32% from 2008 levels to 8.6 million units, while European light vehicle industry production declined by approximately 20% from 2008 levels to 16.3 million units. The decline was less pronounced in Asia, where volumes were down only approximately 1% from 2008 levels to 26.6 million units. This resilience was largely attributable to the continued expansion of the Chinese and Indian markets, both of which are expected to continue to increase as a share of the global automotive market in the coming years.

The severe decline in vehicle sales and production in 2009 led to major restructuring activity in the industry, particularly in North America. GM and Chrysler reorganized through Chapter 11 bankruptcy proceedings and the Detroit 3 undertook other strategic actions, including the divestiture or discontinuance of non-core businesses and brands and the acceleration or broadening of operational and financial restructuring activities. A number of significant automotive suppliers, including us, restructured through Chapter 11 bankruptcy proceedings or through other means.

Several significant trends and developments are now contributing to improvement in the automotive supplier industry. These include improved retail vehicle sales and production in North America in the fourth quarter of 2009 and throughout 2010, a more positive credit environment, the continued growth of new markets in Asia, particularly China, and increased emphasis on "green" and other innovative technologies.

Customers

We are a leading supplier to the Detroit 3 in each of our product categories and are increasing our presence with European and Asian OEMs. During the year ended December 31, 2010, approximately 28%, 16%, 7%, 6% and 6% of our sales were to Ford, GM, Fiat, Volkswagen/Audi and Chrysler, respectively, as compared to 31%, 14%, 8%, 7% and 4%, respectively, for the year ended December 31, 2009. Our other major customers include OEMs such as Renault/Nissan, PSA Peugeot Citroën, BMW, Daimler and various Indian and Chinese OEMs. We also sell products to Visteon/ACH, Toyota, Porsche, and through Nishikawa Standard Company ("NISCO"), Honda. Our business with any given customer is typically split among several contracts for different parts on a number of platforms.

Backlog

Our OEM sales are generally based upon purchase orders issued by the OEMs, with updated releases for volume adjustments, and as such we do not have a backlog of orders at any point in time. Once selected to supply products for a particular platform, we typically supply those products for the platform life, which is normally six to eight years, although there is no guarantee that this will occur. In addition, when we are the incumbent supplier to a given platform, we believe we have a competitive advantage in winning the redesign or replacement platform.

Research and Development

We operate nine design, engineering, and administration facilities throughout the world and employ approximately 465 research and development personnel, some of whom reside at our customers' facilities. We utilize Design for Six Sigma and other methodologies that emphasize manufacturability and quality. We are aggressively pursuing innovations which assist in resource conservation with particular attention to developing materials that are lighter weight and made of recyclable materials. Our development teams are also working closely with our customers to design and deliver thermal management solutions for cooling electric motors and batteries for new hybrids. We also devote considerable research and development resources into AVS, resulting in high value, state-of-the-art solutions for our customers. These activities are applied not only in our AVS product lines, but also in vehicle sealing (noise transmission isolation and abatement via vehicle windows and doors), fuel delivery systems (isolation of fuel injectors on fuel rails) and thermal management (noise and vibration free coolant pumps and valves). We spend significantly each year to maintain and enhance our technical centers, enabling us to quickly and effectively respond to customer demands. We spent $81.9 million, $62.9 million, and $68.8 million in 2008, 2009, and 2010, respectively, on research and development.

Joint Ventures and Strategic Alliances

Joint ventures represent an important part of our business, both operationally and strategically. We have used joint ventures to enter into new geographic markets such as China, Korea, and India, to acquire new customers and to develop new technologies. In entering new geographic markets, teaming with a local partner can reduce capital investment by leveraging pre-existing infrastructure. In addition, local partners in these markets can provide knowledge and insight into local practices and access to local suppliers of raw materials and components. In North America, joint ventures have proven valuable in establishing new relationships with North American manufacturers. For example, we have business with Honda through our NISCO joint venture. In 2005, we acquired a 20% equity interest in and expanded our technical alliance with Guyoung, a Korean supplier of metal stampings, which built a manufacturing facility in Alabama that services Hyundai. As part of the acquisition of the MAPS business in 2007, we acquired a 47.5% equity interest in Huayu-Cooper Standard Sealing Systems Co. Ltd. (formerly known as Shanghai SAIC-Metzler Sealing Systems Co. Ltd.), a joint venture with Shanghai Automotive Industry Corporation, which also owns a 47.5% equity interest, and Shanghai Qinpu Zhaotun Collective Asset Management Company, which owns the remaining 5% equity interest. This joint venture business is the leading manufacturer of automotive sealing products in China. Also, in 2007, we acquired a 74% equity interest in MAP India, a joint venture with Toyoda Gosei Co., Ltd., which owns the remaining 26% equity interest. MAP India is a leading manufacturer of automotive sealing products in India.

Geographic Information

In 2010, we generated approximately 52% of our sales in North America, 34% in Europe, 6% in South America and 8% in Asia/Pacific. Approximately 27% of our sales were generated from our United States operations and approximately 73% of our sales were generated from our operations in all other countries, including 14%, 11% and 10% generated from our Mexican, German and Canadian operations, respectively.

In 2009, we generated approximately 47% of our sales in North America, 40% in Europe, 6% in South America and 7% in Asia/Pacific. Approximately 27% of our sales were generated from our United States operations and approximately 73% of our sales were generated from our operations in all other countries, including 14%, 11% and 9% generated from our German, Mexican and Canadian operations, respectively.

In 2008, we generated approximately 48% of our sales in North America, 42% in Europe, 5% in South America and 5% in Asia/Pacific. Approximately 26% of our sales were generated from our United States operations and approximately 74% of our sales were generated from our operations in all other countries, including 17%, 12% and 10% generated from our German, Canadian and Mexican operations, respectively.

Employees

As of December 31, 2010, we had approximately 19,000 full-time and temporary employees. We maintain good relations with both our union and non-union employees and, in the past ten years, have not experienced any major work stoppages. We renegotiated some of our domestic and international union agreements in 2010 and have several contracts set to expire in the next twelve months. As of December 31, 2010, approximately 31% of our employees were represented by unions and approximately 14% of the unionized employees were located in the United States.

Environmental

We are subject to a broad range of federal, state, and local environmental and occupational safety and health laws and regulations in the United States and other countries, including regulations governing: emissions to air, discharges to water, noise and odor emissions; the generation, handling, storage, transportation, treatment, and disposal of waste materials; the cleanup of contaminated properties; and human health and safety. We may incur substantial costs associated with hazardous substance contamination or exposure, including cleanup costs, fines, and civil or criminal sanctions, third party property or natural resource damage, personal injury claims, or costs to upgrade or replace existing equipment as a result of violations of or liabilities under environmental laws or the failure to maintain or comply with environmental permits required at our locations. In addition, many of our current and former facilities are located on properties with long histories of industrial or commercial operations and some of these properties have been subject to certain environmental investigations and remediation activities. We maintain environmental reserves for certain of these sites, which we believe are adequate. Because some environmental laws (such as the Comprehensive Environmental Response, Compensation and Liability Act and analogous state laws) can impose liability retroactively and regardless of fault on potentially responsible parties for the entire cost of cleanup at currently or formerly owned or operated facilities, as well as sites at which such parties disposed or arranged for disposal of hazardous waste, we could become liable for investigating or remediating contamination at our current or former properties or other properties (including offsite waste disposal locations). We may not always be in complete compliance with all applicable requirements of environmental laws or regulations, and we may receive notices of violation or become subject to enforcement actions or incur material costs or liabilities in connection with such requirements. In addition, new environmental requirements or changes to interpretations of existing requirements, or in their enforcement, could have a material adverse effect on our businesses, results of operations, and financial condition. For example, while we are not large emitters of greenhouse gases, laws, regulations and certain regional initiatives under consideration by the U.S. Congress, the U.S. Environmental Protection Agency, and various states, and in effect in certain foreign jurisdictions, could result in increased operating costs to control and monitor such emissions. We have made and will continue to make expenditures to comply with environmental requirements. While our costs to defend and settle claims arising under environmental laws in the past have not been material, such costs may be material in the future.

Market Data

Some market data and other statistical information used throughout this Annual Report on Form 10-K is based on data available from IHS Automotive (formerly CSM Worldwide), an independent market research firm.

Other data is based on good faith estimates, which are derived from our review of internal surveys, as well as third party sources. Although we believe all of these third party sources are reliable, we have not independently verified the information and cannot guarantee its accuracy and completeness. To the extent that we have been unable to obtain information from third party sources, we have expressed our belief on the basis of our own internal analyses of our products and capabilities in comparison to our competitors.

Available Information

We make available free of charge on or through our Internet website (http://www.cooperstandard.com) our Annual Report on Form 10-K, quarterly reports on Form 10-Q, current reports on Form 8-K and amendments to those reports filed or furnished pursuant to Section 13(a) or 15(d) of the Securities Exchange Act of 1934, as amended, (the “Exchange Act”), as soon as reasonably practicable after we electronically file such material with, or furnish it to, the U.S. Securities and Exchange Commission (“SEC”).

Executive Officers

Set forth below is certain information with respect to the current executive officers of the Company.

Name	Age	Position
James S. McElya	63	Chairman, Director and Chief Executive Officer
Edward A. Hasler(1)	61	President
Allen J. Campbell	53	Executive Vice President and Chief Financial Officer
Keith D. Stephenson	50	Chief Operating Officer
Michael C. Verwilst	57	Vice President, Mergers & Acquisitions
Timothy W. Hefferon	57	Vice President, General Counsel and Secretary
Kimberly Dickens	49	Vice President, Human Resources
Helen T. Yantz	50	Vice President and Corporate Controller

(1) On December 9, 2010, Mr. Hasler notified the Company that he would be retiring from his position as President of the Company effective July 1, 2011.

James S. McElya is the Chairman of our board of directors and our Chief Executive Officer, a position he has held since March 2009 and previously held from September 2006 to July 2008. He served as executive Chairman from July 2008 to March 2009. Mr. McElya served as President and Chief Executive Officer from the date of the 2004 Acquisition to September 2006. He has been a member of our board of directors since the 2004 Acquisition. He was President, Cooper-Standard Automotive and a corporate Vice President of Cooper Tire & Rubber Company from June 2000 until the 2004 Acquisition. Mr. McElya has over 33 years of automotive experience. He was previously President of Siebe Automotive Worldwide, a division of Invensys, PLC and spent 22 years with Handy & Harman in various executive management positions, including President, Handy & Harman Automotive, and Corporate Vice President of the parent company. Mr. McElya is the past Chairman and current member of the board of directors of the Motor & Equipment Manufacturers Association. He is a past Chairman and current member of the board of directors of the Original Equipment Supplier Association, and he is an advisor to the board of directors of the National Alliance for Accessible Golf. Mr. McElya is a member of the board of directors of Affinia Group.

Edward A. Hasler is our President, a position he has held since May 2010. Mr. Hasler served as President and Chief Executive Officer from July 2008 to March 2009 and as Vice Chairman and President, North America from March 2009 until May 2010. He served as President and Chief Operating Officer from September 2006 to July 2008. Mr. Hasler was President, Global Sealing Systems from the date of the 2004 Acquisition to September 2006. He was the President of the Global Sealing Systems Division and a corporate Vice President of Cooper Tire & Rubber Company from 2003 until the 2004 Acquisition. Mr. Hasler was employed from 2000 to 2001 in Germany as Managing Director, Europe for GDX Corporation. Prior to joining GDX, Mr. Hasler had been with Cooper Tire for nearly 15 years. At Cooper Tire, Mr. Hasler held several senior posts including Vice President, Operations; and Vice President, Controller. He has both an MBA and a BS in Business Administration.

Allen J. Campbell is our Executive Vice President and Chief Financial Officer, a position he has held since March 17, 2011 previously serving as the Vice President and Chief Financial Officer since the 2004 Acquisition. He was Vice President, Asian Operations of the Cooper-Standard Automotive division of Cooper Tire & Rubber Company from 2003 until the 2004 Acquisition and served as Vice President, Finance of the division from 1999 to 2003. Prior to joining Cooper Tire, Mr. Campbell was with The Dow Chemical Company for 18 years and held executive finance positions for both U.S. and Canadian operations. Mr. Campbell is a certified public accountant and received his MBA in Finance from Xavier University.

Keith D. Stephenson is our Chief Operating Officer, a position he has held since December 2010. He served as President, International from March 2009 to December 2010. He served as President, Global Body & Chassis Systems from June 2007 to March 2009. Mr. Stephenson was Chief Development Officer at Boler Company from January 2004 until October 2006. From 1985 to January 2004, he held various senior positions at Hendrickson, a division of Boler Company, including President of International Operations, Senior Vice President of Global Business Operations and President of the Truck Systems Group.

Michael C. Verwilst is our Vice President, Mergers & Acquisitions, a position he has held since March 2009. Previously, Mr. Verwilst served as President, Global Fluid Systems from June 2007 to March 2009. Mr. Verwilst joined the Company in 2003 as the Vice President, Strategic Planning and Business Development. Prior to joining the Company, Mr. Verwilst was a principal with Corporate Improvement Partners from 2001 to 2003. Mr. Verwilst held many executive positions with Federal-Mogul Corporation from 1978 to 2001, including Senior Vice President of Powertrain Systems and Vice President & General Manager of Powertrain Systems—Americas.

Timothy W. Hefferon is our Vice President, General Counsel and Secretary, a position he has held since the 2004 Acquisition. Prior to joining the Company, Mr. Hefferon was with ThyssenKrupp USA Inc. from 1999 to 2004, where he served as Deputy General Counsel and with Federal-Mogul Corporation from 1994 to 1999, where he served as Associate General Counsel. He was a partner from 1985 to 1994 of Hill Lewis, a Detroit-based law firm, where he served on the executive committee. Mr. Hefferon received his law degree from the University of Michigan Law School.

Kimberly Dickens is our Vice President, Human Resources, a position she has held since March of 2008. Prior to joining the Company, Ms. Dickens served as Vice President, Human Resources at Federal Signal Corporation from 2004 to 2008. Previously, Ms. Dickens held numerous plant and divisional human resource positions at Borg Warner Corporation beginning in 1988, ultimately serving as Vice President, Human Resources from 2002 to 2004. Ms. Dickens has a BS in Industrial Health and Safety from Oakland University and an MBA from Lewis University.

Helen T. Yantz is our Vice President and Corporate Controller, a position she has held since January 2005. Previously, Ms. Yantz held the position of Director of Accounting and Assistant Vice President from 2001 to 2005. Prior to joining the Company, Ms. Yantz was Manager of Financial Reporting at Trinity Health Systems from 2000 to 2001. Previously, Ms. Yantz held various positions in finance at CMS Generations Co., a subsidiary of CMS Energy, from 1990 to 2000, ultimately serving as the Director of Accounting. Ms. Yantz is a certified public accountant and has a BS from Arizona State University.

Forward-Looking Statements

This Annual Report on Form 10-K includes “forward-looking statements” within the meaning of U.S. federal securities laws, and we intend that such forward-looking statements be subject to the safe harbor created thereby. We make forward-looking statements in this Annual Report on Form 10-K and may make such statements in future filings with the SEC. We may also make forward-looking statements in our press releases or other public or stockholder communications. These forward-looking statements include statements concerning our plans, objectives, goals, strategies, future events, future revenue or performance, capital expenditures, financing needs, plans or intentions relating to acquisitions, business trends, and other information that is not historical information and, in particular, appear under "Management's Discussion and Analysis of Financial Condition and Results of Operations," "Risk Factors" and "Business." When used in this report, the words "estimates," "expects," "anticipates," "projects," "plans," "intends," "believes," "forecasts," or future or conditional verbs, such as "will," "should," "could," or "may," and variations of such words or similar expressions are intended to identify forward-looking statements. All forward-looking statements, including, without limitation, management's examination of historical operating trends and data are based upon our current expectations and various assumptions. Our expectations, beliefs, and projections are expressed in good faith and we believe there is a reasonable basis for them. However, no assurances can be made that these expectations, beliefs and projections will be achieved. Forward-looking statements are not guarantees of future performance and are subject to significant risks and uncertainties that may cause actual results or achievements to be materially different from the future results or achievements expressed or implied by the forward-looking statements.

There are a number of risks and uncertainties that could cause our actual results to differ materially from the forward-looking statements contained in this Annual Report on Form 10-K. Important factors that could cause our actual results to differ materially from the forward-looking statements we make in this report are set forth in this Annual Report on Form 10-K, including under Item 1A. "Risk Factors." Such risks and uncertainties and other important factors include, but are not limited to:

- cyclicality of the automotive industry and the possibility of further material contractions in automotive sales and production;
- our ability to generate sufficient cash to service our indebtedness and meet dividend obligations on our 7% preferred stock;
- viability of our supply base;
- escalating pricing pressures;
- our ability to meet a significant increase in demand;
- our ability to compete in the highly competitive automotive parts industry;
- our significant non-U.S. operations;
- our dependence on certain major customers;
- labor conditions;
- our ability to meet our customers' needs for new and improved products in a timely manner;
- our legal rights to our intellectual property portfolio;
- our underfunded pension plans;
- environmental and other regulation;
- the possibility that our acquisition strategy will not be successful;
- the lack of comparability of our financial condition and results of operations following our emergence from bankruptcy to those reflected in our historical financial statements;
- availability and increasing volatility in cost of raw materials;
- the possibility of future impairment charges to our goodwill and long-lived assets; and
- uncertainty as to the effect of our emergence from bankruptcy on our operations going forward.

There may be other factors that may cause our actual results to differ materially from the forward-looking statements. All forward-looking statements attributable to us or persons acting on our behalf apply only as of the date of this Annual Report on Form 10-K and other reports we file with the SEC, and are expressly qualified in their entirety by the cautionary statements included herein and therein. We undertake no obligation to update or revise forward-looking statements to reflect events or circumstances that arise after the date made or to reflect the occurrence of unanticipated events.

Item 1A. Risk Factors

Our business and financial condition can be impacted by a number of factors, including the risks described below and elsewhere in this Annual Report on Form 10-K. Any of these risks could cause our actual results to vary materially from recent or anticipated results and could materially and adversely affect our business, results of operations and financial condition.

We are highly dependent on the automotive industry. A prolonged or further material contraction in automotive sales and production volumes could materially adversely affect our liquidity, the viability of our supply base and the financial conditions of our customers and could have a material adverse affect on our business, results of operations and financial condition.

The great majority of our customers are OEMs and their suppliers. In 2009, the automotive industry was severely affected by the turmoil in the global credit markets and the economic recession. These conditions had a dramatic impact on consumer vehicle demand in 2009. During 2009, North American light vehicle industry production declined by approximately 32% from 2008 levels to 8.6 million units. European light vehicle industry production declined by approximately 20% from 2008 levels to 16.3 million units.

Automotive sales and production are highly cyclical and depend, among other things, on general economic conditions and consumer spending and preferences (which can be affected by a number of issues, including fuel costs, employment levels and the availability of consumer financing). As the volume of automotive production fluctuates, the demand for our products also fluctuates. Declines in automotive sales and production in the second half of 2008 and into 2009 lead to our focused efforts, which are ongoing, to restructure our business and take other actions in order to reduce costs. There is no assurance that our actions to date will be sustainable over the long term or will be sufficient if there is further or future decline. In addition, if lower levels of sales and production are forecasted, non-cash impairment charges could result as the value of certain long-lived assets is reduced. As a result, our financial condition and results of operations could be materially adversely affected by further or future declines in vehicle production. Production levels in Europe and North America, most notably, affect us given our concentration of sales in those regions, which accounted for 34% and 52%, respectively, of our 2010 sales.

Our supply base has also been adversely affected by the current industry environment. Lower global automotive production, turmoil in the credit markets and extreme volatility over the past several years in raw material, energy and commodity costs have resulted in financial distress within our supply base and an increase in the risk of supply disruption. In addition, several automotive suppliers have filed for bankruptcy protection or have ceased operations. While we have developed and implemented strategies to mitigate these factors, these strategies have offset only a portion of the adverse impact. The continuation or worsening of these industry conditions could adversely affect our financial condition, operating results and cash flows, thereby making it more difficult for us to make payments under our indebtedness and our 7% preferred stock.

In addition, if our suppliers were to reduce normal trade credit terms, our liquidity could be adversely impacted. Likewise, our liquidity could be adversely impacted if our customers were to extend their normal payment terms, whether or not permitted under our contracts. If either of these situations occurs, we may need to rely on other sources of funding to bridge the additional gap between the time we pay our suppliers and the time we receive corresponding payments from our customers.

As a result of the above factors, further or future material contraction in automotive sales and production could have a material adverse effect on our results of operations and liquidity. In addition, our suppliers would also be subject to many of the same consequences, which could adversely impact their results of operations and liquidity. If a supplier's viability was to become impaired, it could impact the supplier's ability to perform as we expect and consequently our ability to meet our own commitments.

The financial conditions of our customers, particularly the Detroit 3, may adversely affect our results of operations and financial condition.

Significantly lower global production levels, tightened liquidity and increased costs of capital have combined to cause severe financial distress among many of our customers and have forced those companies to implement various forms of restructuring actions. In some cases, these actions have involved significant capacity reductions, the discontinuation of entire vehicle brands or even reorganization under bankruptcy laws. Discontinuation of a brand can result in not only a loss of sales associated with any systems or components we supplied but also customer disputes regarding capital we expended to support production of such systems or components for the discontinued brand, and such disputes could potentially be resolved adversely to us.

In North America, Chrysler, Ford and GM have been engaged in unprecedented restructuring, which included, in the case of Chrysler and GM, reorganization under bankruptcy laws and subsequent asset sales. While portions of Chrysler and GM have successfully emerged from bankruptcy proceedings in the United States, it is still uncertain what portion of their respective sales will return and whether they can be viable at a lower level of sales.

Our capital structure includes a substantial amount of indebtedness and preferred stock, which impose demands on our liquidity that could have a material adverse effect on our financial condition or on our ability to obtain financing in the future.

We have a substantial amount of debt outstanding, including our Senior Notes and the debt of certain foreign subsidiaries aggregating approximately $476.7 million that requires significant principal and interest payments, and preferred stock outstanding that may require significant preferred dividend payments. We are permitted by the terms of the Senior Notes and ABL facility to incur substantial additional indebtedness, subject to the restrictions therein, which could:

- make it more difficult for us to satisfy our obligations under the Senior Notes, the ABL facility and preferred stock;
- increase our vulnerability to adverse economic and general industry conditions, including interest rate fluctuations, since a portion of our borrowings are at variable rates of interest;
- require us to dedicate a substantial portion of our cash flow from operations to principal and interest payments on our debt and, if we so elect, cash dividend payments on our preferred stock, which would reduce the availability of our cash flow from operations to service additional debt or to fund working capital, capital expenditures or other general corporate purposes; and;
- increase our cost of borrowing.

We may not be able to generate sufficient cash to service all of our indebtedness and to meet any dividend obligations of our preferred stock.

Our ability to make scheduled payments on our debt and meet the potential cash dividend obligations of our preferred stock or to refinance these obligations depends on our financial condition and operating performance. If our cash flows and capital resources are insufficient to fund our debt service obligations and any cash dividend obligations on our preferred stock, we may be forced to reduce or delay investments and capital expenditures, sell material assets, seek additional capital or restructure or refinance our indebtedness or the preferred stock, which could have a material adverse effect on our business, financial condition and results of operations.

We could be adversely affected by any shortage of supplies.

In the event of a rapid increase in production demands, either we or our customers or other suppliers may experience supply shortages of raw materials or components. This could be caused by a number of factors, including a lack of production line capacity or manpower or working capital constraints. In order to manage and reduce the cost of purchased goods and services, we and others within our industry have been rationalizing and consolidating our supply base. In addition, due to the turbulence in the automotive industry, several suppliers have initiated bankruptcy proceedings or ceased operations. As a result, there is greater dependence on fewer sources of supply for certain components and materials, which could increase the possibility of a supply shortage of any particular component. If any of our customers experience a material supply shortage, either directly or as a result of a supply shortage at another supplier, that customer may halt or limit the purchase of our products. Similarly, if we or one of our own suppliers experience a supply shortage, we may become unable to produce the affected products if we cannot procure the components from another source. Such production interruptions could impede a ramp-up in vehicle production and could have a material adverse effect on our business, results of operations and financial condition.

Escalating pricing pressures from our customers may adversely affect our business.

Pricing pressure in the automotive supply industry has been substantial and is likely to continue. Virtually all vehicle manufacturers seek price reductions in both the initial bidding process and during the term of the contract. Price reductions have impacted our sales and profit margins and are expected to do so in the future. If we are not able to offset continued price reductions through improved operating efficiencies and reduced expenditures, those price reductions may have a material adverse effect on our results of operations.

We may be at risk of not being able to meet significant increases in demand.

If demand increases significantly from what has been a historical low for production over the last two years, we may have difficulty meeting such demand, particularly if such increases in demand occurs rapidly. This difficulty may include not having sufficient manpower or relying on suppliers who may not be able to respond quickly to a changed environment when demand significantly increases. Our inability to meet significant increases in demand could require us to delay delivery dates and could result in customers cancelling their orders, requesting discounts or ceasing to do business with us. In addition, as demand and volumes increase, we will need to purchase more inventory, which will increase our working capital needs. If our working capital needs exceed our cash flows from operations, we will be required to use our cash balances and available borrowings, as well as potential sources of additional capital, which may not be available on satisfactory terms and in adequate amounts, if at all, to satisfy those needs.

Increasing costs for, or reduced availability of, manufactured components and raw materials may adversely affect our profitability.

The principal raw materials we purchase include fabricated metal-based components, synthetic rubber, carbon black, natural rubber, process oil and plastic components. Raw materials comprise the largest component of our costs, representing approximately 49% of our total costs in 2010. A significant increase in the price of these items could materially increase our operating costs and materially and adversely affect our profit margins because it is generally difficult to pass through these increased costs to our customers. Raw material costs remain volatile and could have an adverse impact on our profitability in the foreseeable future.

Because we purchase various types of raw materials and manufactured components, we may be materially and adversely affected by the failure of our suppliers of those materials to perform as expected. This non-performance may consist of delivery delays or failures caused by production issues or delivery of non-conforming products. The risk of non-performance may also result from the insolvency or bankruptcy of one or more of our suppliers. Our suppliers' ability to supply products to us is also subject to a number of risks to such suppliers, including availability of raw materials, such as steel and natural rubber, destruction of their facilities or work stoppages. In addition, our failure to promptly pay, or order sufficient quantities of inventory from our suppliers may increase the cost of products we purchase or may lead to suppliers refusing to sell products to us at all. Our efforts to protect against and to minimize these risks may not always be effective.

We consider the production capacities and financial condition of suppliers in our selection process and expect that they will meet our delivery requirements. However, there can be no assurance that strong demand, capacity limitations, shortages of raw materials or other problems will not result in any shortages or delays in the supply of components to us.

We could be materially adversely affected if we are unable to continue to compete successfully in the highly competitive automotive parts industry.

The automotive parts industry is highly competitive. We face numerous competitors in each of the product lines we serve. In general, there are three or more significant competitors and numerous smaller competitors for most of the products we offer. We also face increased competition for certain of our products from suppliers producing in lower-cost countries such as Korea and China, especially for certain lower-technology noise, vibration and harshness control products that have physical characteristics that make long-distance shipping more feasible and economical. We may not be able to continue to compete favorably, and increased competition in our markets may have a material adverse effect on our business.

We are subject to other risks associated with our non-U.S. operations.

We have significant manufacturing operations outside the United States, including joint ventures and other alliances. Our operations are located in 18 countries, and we export to several other countries. In 2010, approximately 73% of our sales were attributable to products manufactured outside the United States. Risks are inherent in international operations, including:

- exchange controls and currency restrictions;
- currency fluctuations and devaluations;
- changes in local economic conditions;
- repatriation restrictions (including the imposition or increase of withholding and other taxes on remittances and other payments by foreign subsidiaries);
- hyperinflation in certain foreign countries;
- changes in laws and regulations, including the imposition of embargos;
- exposure to possible expropriation or other government actions; and
- exposure to local political or social unrest including resultant acts of war, terrorism or similar events.

These and other factors may have a material adverse effect on our international operations or on our business, results of operations and financial condition. For example, we are faced with potential difficulties in staffing and managing local operations and we have to design local solutions to manage credit risks of local customers and distributors. Also, the cost and complexity of streamlining operations in certain European countries is greater than would be the case in the United States, due primarily to labor laws in those countries that can make reducing employment levels more time-consuming and expensive than in the United States. Our flexibility in our foreign operations can also be somewhat limited by agreements we have entered into with our foreign joint venture partners.

Our overall success as a global business depends, in part, upon our ability to succeed in differing economic, social and political conditions. We may not continue to succeed in developing and implementing policies and strategies that are effective in each location where we do business, and failure to do so could harm our business, results of operations and financial condition.

Our sales outside the United States expose us to currency risks. During times of a strengthening U.S. dollar, at a constant level of business, our reported international sales and earnings will be reduced because the local currency will translate into fewer U.S. dollars. In addition to currency translation risks, we incur a currency transaction risk whenever one of our operating subsidiaries enters into either a purchase or a sales transaction using a different currency from the currency in which it receives revenues. Given the volatility of exchange rates, we may not be able to manage our currency transaction and translation risks effectively, or volatility in currency exchange rates may have a material adverse effect on our financial condition or results of operations.

We conduct significant operations in Mexico, which could be materially and adversely affected as a result of the increased levels of violence and political disruption.

Recently, drug related violence has risen to unprecedented levels along the U.S.-Mexico border despite increased law-enforcement efforts by the Mexican and the U.S. governments. This situation presents several risks to our operations in Mexico, including, among others, that our employees may be directly affected by the violence, that our employees may elect to relocate out of the region in order to avoid the risk of violent crime to themselves or their families and that our customers may become increasingly reluctant to visit our Mexican facilities, which could delay new business opportunities and other important aspects of our business. If any of these risks materializes, our business may be materially and adversely affected.

Our lean manufacturing and other cost savings plans may not be effective.

Our operations strategy includes cutting costs by reducing production errors, inventory levels, operator motion, overproduction and waiting while fostering the increased flow of material, information and communication. The cost savings that we anticipate from these initiatives may not be achieved on schedule or at the level anticipated by management. If we are unable to realize these anticipated savings, our operating results and financial condition may be materially adversely affected. Moreover, the implementation of cost saving plans and facilities integration may disrupt our operations and performance.

Our business could be materially adversely affected if we lost any of our largest customers.

While we provide parts to virtually every major global OEM for use on a multitude of different platforms, sales to our three largest customers, Ford, GM and Fiat, on a worldwide basis represented approximately 51% of our sales. Although business with each customer is typically split among numerous contracts, if we lost a major customer or that customer significantly reduced its purchases of our products whether as a result of a decline in such customer's market share due to increased competition from Asian or other OEMs' successful vertical integration at the customer level, or otherwise, there could be a material adverse affect on our business, results of operations and financial condition.

We may incur material losses and costs as a result of product liability and warranty and recall claims that may be brought against us.

We may be exposed to product liability and warranty claims in the event that our products actually or allegedly fail to perform as expected or the use of our products results, or is alleged to result, in bodily injury and/or property damage. Accordingly, we could experience material warranty or product liability losses in the future and incur significant costs to defend against these claims. In addition, if any of our products are, or are alleged to be, defective, we may be required to participate in a recall of that product if the defect or the alleged defect relates to automotive safety. As suppliers become more integrally involved in the vehicle design process and assume more of the vehicle assembly functions, customers are increasingly seeking to change contract terms and conditions concerning warranty and recall participation. Also, while we possess considerable historical warranty and recall data with respect to the products we currently produce, we do not have such data relating to new products, assembly programs or technologies, including any new fuel and emissions technology and systems being brought into production to allow us to accurately estimate future warranty or recall costs. In addition, the increased focus on systems integration platforms utilizing fuel and emissions technology with more sophisticated components from multiple sources could result in an increased risk of component warranty costs over which we have little or no control and for which we may be subject to an increasing share of liability to the extent any of the other component suppliers are in financial distress or are otherwise incapable of fulfilling their warranty or product recall obligations. Our costs associated with providing product warranties and responding to product recall claims could be material and we do not have insurance covering product recalls. Product liability, warranty and recall costs may have a material adverse effect on our business, results of operations and financial condition.

Work stoppages or similar difficulties could disrupt our operations.

We may be subject to work stoppages and may be affected by other labor disputes. A number of our collective bargaining agreements expire in any given year including several in 2011. There is no certainty that we will be successful in negotiating new agreements with these unions that extend beyond the current expiration dates, or that these new agreements will be on terms as favorable to us as past labor agreements. Failure to renew these agreements when they expire or to establish new collective bargaining agreements on terms acceptable to us and the unions could result in work stoppages or other labor disruptions which may have a material adverse effect on customer relationships and our business and results of operations. Additionally, a work stoppage at one or more of our suppliers, our customers or our customers' suppliers could materially adversely affect our operations if an alternative source of supply were not readily available. Work stoppages by employees of our customers also could result in reduced demand for our products and could have a material adverse effect on our business. As of December 31, 2010, approximately 31% of our employees were represented by unions, approximately 14% of which were located in the United States. It is possible that our workforce will become more unionized in the future. A work stoppage at one or more of our plants may have a material adverse effect on our business. Unionization activities could also increase our costs, which could have a material adverse effect on our profitability.

Our success depends in part on our development of improved products, and our efforts may fail to meet the needs of customers on a timely or cost-effective basis.

Our continued success depends on our ability to maintain advanced technological capabilities, machinery and knowledge necessary to adapt to changing market demands as well as to develop and commercialize innovative products. We may be unable to develop new products as successfully as in the past or to keep pace with technological developments by our competitors and the industry generally. In addition, we may develop specific technologies and capabilities in anticipation of customers' demands for new innovations and technologies. If such demand does not materialize, we may be unable to recover the costs incurred in such programs. If we are unable to recover these costs or if any such programs do not progress as expected, our business, financial condition and results of operations could be materially adversely affected.

Our intellectual property portfolio is subject to legal challenges and considerable uncertainty.

We have developed and actively pursue the development of proprietary technology in the automotive industry and rely on intellectual property laws and a number of patents in many jurisdictions to protect such technology. There can be no assurances that the protections we have available for our proprietary technology in the United States and other countries will be available to us in many places we sell our products. Therefore, we may be unable to prevent third parties from using our intellectual property without authorization. If we had to litigate to protect these rights, any proceedings could be costly, and we may not prevail. We also face increasing exposure to the claims of others for infringement of intellectual property rights. We may have material intellectual property claims asserted against us in the future and could incur significant costs or losses related to such claims. In addition, any infringement or misappropriation of our technology that we cannot control could have a material negative impact on our business and results of operations. These claims, regardless of their merit or resolution, are frequently costly to prosecute, defend or settle and divert the efforts and attention of our management and employees. Claims of this sort also could harm our relationships with our customers and might deter future customers from doing business with us If any such claim were to result in an adverse outcome, we could be required to take actions which may include: cease the manufacture, use or sale of the infringing products; pay substantial damages to third parties, including to customers to compensate them for their discontinued use or replace infringing technology with non-infringing technology; or expend significant resources to develop or license non-infringing products.

Our pension plans are currently underfunded and we may have to make cash payments to the plans, reducing the cash available for our business.

We sponsor various pension plans worldwide that are underfunded and will require cash payments. Additionally, if the performance of the assets in our pension plans does not meet our expectations, or if other actuarial assumptions are modified, our required contributions may be higher than we expect. If our cash flow from operations is insufficient to fund our worldwide pension liability, we may be forced to reduce or delay capital expenditures, seek additional capital or seek to restructure or refinance our indebtedness or sell assets.

As of December 31, 2010, our $286.1 million projected benefit obligation, or PBO, for U.S. pension benefit obligations exceeded the fair value of the relevant plans' assets, which totaled $196.0 million, by $90.1 million. Additionally, the international employees' plans' PBO exceeded plan assets by approximately $76.0 million as of December 31, 2010. The PBO for other postretirement benefits, or OPEB, was $75.0 million as of December 31, 2010. Our estimated funding requirement for pensions and OPEB during 2011 is approximately $35.2 million. Net periodic benefit costs for U.S. and international plans, including pension benefits and OPEB, were $14.4 million, $6.1 million and $5.2 million for the year ended December 31, 2009, the five months ended May 31, 2010 and the seven months ended December 31, 2010, respectively. For more information, see notes 9 and 10 to the audited consolidated financial statements.

Significant changes in discount rates, the actual return on pension assets and other factors could adversely affect our liquidity, financial condition and results of operations.

Our earnings may be positively or negatively impacted by the amount of income or expense recorded related to our qualified pension plans. Accounting principles generally accepted in the United States ("GAAP") require that income or expense related to the pension plans be calculated at the annual measurement date using actuarial calculations, which reflect certain assumptions. The most significant of these assumptions relate to interest rates, the capital markets and other economic conditions. Changes in key economic indicators can change these assumptions. These assumptions, as well as the actual value of pension assets at the measurement date, will impact the calculation of pension expense for the year. Although GAAP expense and pension contributions are not directly related, the key economic indicators that affect GAAP expense also affect the amount of cash that we will contribute to our pension plans. Because the values of these pension assets have fluctuated and will continue to fluctuate in response to changing market conditions, the amount of gains or losses that will be recognized in subsequent periods, the impact on the funded status of the pension plans and the future minimum required contributions, if any, could adversely affect our liquidity, financial condition and results of operations.

We are subject to a broad range of environmental, health and safety laws and regulations, which could adversely affect our business and results of operations.

We are subject to a broad range of federal, state and local environmental and occupational safety and health laws and regulations in the United States and other countries, including those governing: emissions to air; discharges to water; noise and odor emissions; the generation, handling, storage, transportation, treatment and disposal of waste materials; the cleanup of contaminated properties; and human health and safety. We may incur substantial costs associated with hazardous substance contamination or exposure, including cleanup costs, fines and civil or criminal sanctions, third party property or natural resource damage, personal injury claims or costs to upgrade or replace existing equipment as a result of violations of or liabilities under environmental laws or the failure to maintain or comply with environmental permits required at our locations. In addition, many of our current and former facilities are located on properties with long histories of industrial or commercial operations and some of these properties have been subject to certain environmental investigations and remediation activities. We maintain environmental reserves for certain of these sites, which we believe are adequate. Because some environmental laws (such as the Comprehensive Environmental Response, Compensation and Liability Act and analogous state laws) can impose liability retroactively and regardless of fault on potentially responsible parties for the entire cost of cleanup at currently or formerly owned and operated facilities, as well as sites at which such parties disposed or arranged for disposal of hazardous waste, we could become liable for investigating or remediating contamination at our current or former properties or other properties (including offsite waste disposal locations). We may not always be in complete compliance with all applicable requirements of environmental law or regulation, and we may receive notices of violation or become subject to enforcement actions or incur material costs or liabilities in connection with such requirements. In addition, new environmental requirements or changes to interpretations of existing requirements, or in their enforcement, could have a material adverse effect on our business, results of operations and financial condition. For example, while we are not large emitters of greenhouse gases, laws, regulations and certain regional initiatives under consideration by the U.S. Congress, the U.S. Environmental Protection Agency and various states, and in effect in certain foreign jurisdictions, could result in increased operating costs to control and monitor such emissions. We have made and will continue to make expenditures to comply with environmental requirements. While our costs to defend and settle claims arising under environmental laws in the past have not been material, such costs may be material in the future.

If our acquisition strategy is not successful, we may not achieve our growth and profit objectives.

We may selectively pursue complementary acquisitions in the future as part of our growth strategy. While we will evaluate business opportunities on a regular basis, we may not be successful in identifying any attractive acquisitions. We may not have, or be able to raise on acceptable terms, sufficient financial resources to make acquisitions. Our ability to make investments may also be limited by the terms of our existing or future financing arrangements. In addition, any acquisitions we make will be subject to all of the risks inherent in an acquisition strategy, including integrating financial and operational reporting systems, establishing satisfactory budgetary and other financial controls, funding increased capital needs and overhead expenses, obtaining management personnel required for expanded operations and funding cash flow shortages that may occur if anticipated sales are not realized or are delayed, whether by general economic or market conditions or unforeseen internal difficulties.

Because of our adoption of “fresh-start” accounting and the effects of the transactions contemplated by our Plan of Reorganization, financial information subsequent to May 31, 2010 will not be comparable to financial information prior to May 31, 2010.

Upon our emergence from Chapter 11 bankruptcy proceedings, we adopted “fresh-start” accounting in accordance with the provisions of Accounting Standards Codification (“ASC”) 852, pursuant to which our reorganization value was allocated to our assets in conformity with the procedures specified by ASC 805, “Business Combinations.” The excess of reorganization value over the fair value of tangible and identifiable intangible assets was recorded as goodwill, which is subject to periodic evaluation for impairment. Liabilities, other than deferred taxes, were recorded at the present value of amounts expected to be paid. In addition, under “fresh-start” accounting, common stock, retained deficit and accumulated other comprehensive loss were eliminated. Our consolidated financial statements also reflect all of the transactions contemplated by our Plan of Reorganization. Accordingly, our consolidated financial statements subsequent to May 31, 2010, will not be comparable in many respects to our consolidated financial statements prior to May 31, 2010. The lack of comparable historical financial information may discourage investors from purchasing our capital stock.

Our emergence from bankruptcy reduced or eliminated our U.S. net operating losses and other tax attributes and limits our ability to offset future U.S. taxable income with tax losses and credits incurred prior to our emergence from bankruptcy.

The discharge of a debt obligation by a taxpayer in a bankruptcy proceeding for an amount less than its adjusted issue price (as defined for tax purposes) generally creates cancellation of indebtedness income (" COD income"), that is excludable from a taxpayer's taxable income. However certain tax attributes otherwise available and of value to a debtor will be reduced to the extent of the excludable COD income. Additionally, Internal Revenue Code Sections 382 and 383 provide an annual limitation with respect to the ability of a corporation to utilize its tax attributes, as well as certain built-in-losses, against future U.S. taxable income in the event of a change in ownership. As a result of our emergence from bankruptcy we have had significant excludable COD income that will reduce or eliminate our U.S. net operating losses and other tax attributes and we have had an ownership change and a resulting limitation under Internal Revenue Code Sections 382 and 383.

Impairment charges relating to our goodwill and long-lived assets could adversely affect our results of operations.

We regularly monitor our goodwill and long-lived assets for impairment indicators. In conducting our goodwill impairment testing, we compare the fair value of each of our reporting units to the related net book value. In conducting our impairment analysis of long-lived assets, we compare the undiscounted cash flows expected to be generated from the long-lived assets to the related net book values. Changes in economic or operating conditions impacting our estimates and assumptions could result in the impairment of our goodwill or long-lived assets. In the event that we determine that our goodwill or long-lived assets are impaired, we may be required to record a significant charge to earnings, which could adversely affect our results of operations.

We cannot be certain that our emergence from bankruptcy will not adversely affect our operations going forward.

Although we emerged from bankruptcy on May 27, 2010, we cannot assure you that having been subject to bankruptcy protection will not adversely affect our operations going forward, including our ability to negotiate favorable terms from suppliers, hedging counterparties and others and to attract and retain customers. The failure to obtain such favorable terms and retain customers could materially adversely affect our financial performance.

Certain shareholders with nomination agreements nominated a majority of the board of directors and their interests in the Company may conflict with your interests.

In accordance with our Plan of Reorganization and the Equity Commitment Agreement, our board of directors is comprised of seven directors, one of whom is our chief executive officer and two who are independent directors from our pre-emergence board of directors selected by us. Each of Barclays Capital Inc., and the group of parties comprised of Capital Research and Management Company, Lord, Abbett & Co. LLC, TCW Asset Management Company and TD Asset Management Inc. nominated one non-management member of our board of directors in reasonable consultation with (but without the need for the approval of) our chief executive officer and an executive search firm, Korn/Ferry International, mutually acceptable to such parties and us. With respect to the non-management members nominated as described above, such nominations were made in consultation with the creditors' committee appointed in the Chapter 11 cases, solely to determine whether such nominee had a prior relationship with any party that provided for the backstop of our rights offering conducted pursuant to the Plan of Reorganization ("Backstop Party") that would reasonably be expected to influence the exercise of his or her business judgment. Oak Hill Advisors, L.P. nominated one member of our board of directors and Silver Point Capital, L.P. nominated one member. Barclays Capital Inc. was also an initial purchaser of the outstanding notes.

The Backstop Parties will have the right to nominate members to our board of directors until the earlier of (i) termination of the applicable Nomination Agreement (as defined below) at the election of the applicable

Backstop Party by written notice to us, (ii) immediately prior to the annual meeting of stockholders held during the calendar year 2013 and (iii) if the applicable Backstop Party together with its affiliates ceases to beneficially own at least 7.5% of our outstanding equity (on an as converted basis).

As long as the Backstop Parties (whether or not acting in a coordinated manner) and any other substantial stockholder own, directly or indirectly, a substantial portion of our outstanding shares, they will be able to exert significant influence over us, including:

- the composition of our board of directors and, through it, any determination with respect to our business;
- direction and policies, including the appointment and removal of officers;
- the determination of incentive compensation, which may affect our ability to retain key employees;
- any determinations with respect to mergers or other business combinations;
- our acquisition or disposition of assets;
- our financing decisions and our capital raising activities;
- the payment of dividends;
- conduct in regulatory and legal proceedings; and
- amendments to our certificate of incorporation.

The concentration of ownership of our outstanding equity in the Backstop Parties may make some transactions more difficult or impossible without the support of the Backstop Parties or more likely with the support of the Backstop Parties. The interests of any of the Backstop Parties, any other substantial stockholder or any of their respective affiliates could conflict with or differ from our interests or the interests of holders of the Senior Notes. For example, the concentration of ownership held by the Backstop Parties could delay, defer or prevent a change of control of our company or impede a merger, takeover or other business combination which may otherwise be favorable for us. A Backstop Party, substantial stockholder or affiliate thereof may also pursue acquisition opportunities that may be complementary to our business, and as a result, those acquisition opportunities may not be available to us.

The indenture governing the Senior Notes and the credit agreement governing our Senior ABL Facility impose significant operating and financial restrictions on us and our subsidiaries, which may prevent us from capitalizing on business opportunities.

The indenture governing the Senior Notes and the credit agreement governing our Senior ABL Facility impose significant operating and financial restrictions on us. These restrictions limit our ability, among other things, to:

- incur additional indebtedness or issue certain disqualified stock and preferred stock;
- pay dividends or certain other distributions on our capital stock or repurchase our capital stock;
- make certain investments or other restricted payments;
- place restrictions on the ability of our restricted subsidiaries to pay dividends or make other payments to us;
- engage in transactions with affiliates;
- sell certain assets or merge with or into other companies;
- guarantee indebtedness; and
- create liens.

There are limitations on our ability to incur the full $125.0 million of commitments under our Senior ABL Facility. Borrowings under our Senior ABL Facility are limited by a specified borrowing base consisting of a percentage of eligible accounts receivable and eligible inventory, less customary reserves imposed by the agent under our Senior ABL Facility. In addition, under our Senior ABL Facility, a monthly fixed charge maintenance covenant would become applicable if excess availability under our Senior ABL Facility is at any time less than a specified percentage (or amount) of the total revolving loan commitments. If the covenant trigger were to occur, Cooper-Standard Holdings Inc. would be required to satisfy and maintain, on a consolidated basis, on the last day of each month a fixed charge coverage ratio of at least 1.1 to 1.0. Our ability to meet the required fixed charge coverage ratio can be affected by events beyond our control, and we cannot assure that we will meet this ratio. A breach of any of these covenants could result in a default under our Senior ABL Facility.

Moreover, our Senior ABL Facility provides the lenders considerable discretion to impose reserves, which could materially reduce the amount of borrowings that would otherwise be available to us. There can be no assurance that the lenders under our Senior ABL Facility will not impose such reserves during the term of our Senior ABL Facility and further, were they to do so, the resulting impact of this action could materially and adversely impair our ability to make interest payments on the Senior Notes. Also, when (and for as long as) the availability under our Senior ABL Facility is less than a specified amount for a certain period of time, the agent under our Senior ABL Facility would exercise cash dominion.

As a result of these covenants and restrictions, we are limited in how we conduct our business and we may be unable to raise additional debt or equity financing to compete effectively or to take advantage of new business opportunities. The terms of any future indebtedness we may incur could include more restrictive covenants. We cannot assure that we will be able to maintain compliance with these covenants in the future and, if we fail to do so, that we will be able to obtain waivers from the lenders and/or amend the covenants.

Item 1B. Unresolved Staff Comments.

Not applicable.

Item 2. Properties

As of December 31, 2010, our operations were conducted through 75 facilities in 18 countries, of which 66 are manufacturing facilities and nine are used for multiple purposes, including design, engineering and administration. Our corporate headquarters is located in Novi, Michigan. Our manufacturing facilities are located in North America, Europe, Asia, South America and Australia. We believe that substantially all of our properties are in good condition and that we have sufficient capacity to meet our current and projected manufacturing and design needs. The following table summarizes our key property holdings by geographic region:

Region	Type	Total Facilities	Owned Facilities
North America	Manufacturing(a)	29	23
	Other(b)	3	—
Asia	Manufacturing	15	7
	Other(b)	2	—
Europe	Manufacturing	19	15
	Other(b)	3	—
South America	Manufacturing	2	1
	Other(b)	1	—
Australia	Manufacturing	1	1

(a) Includes NISCO joint venture operations.
(b) Includes design, engineering or administrative locations.

Our principal owned and leased properties, and the number of facilities in each location with more than one facility are set forth below.

Location	Principal Products	Owned/Leased
North America		
United States		
Auburn, Indiana	Anti-Vibration Systems	Owned
Auburn Hills, Michigan(a)	Design, engineering and administration	Leased
Bowling Green, Ohio(2)	Body Sealing and Fluid Handling	Owned
Bremen, Indiana(b)	Body Sealing	Owned
East Tawas, Michigan	Fluid Handling	Owned
Fairview, Michigan	Fluid Handling	Owned
Farmington Hills, Michigan(a)	Design, engineering and administration	Leased
Gaylord, Michigan	Body Sealing	Owned
Goldsboro, North Carolina(2)	Body Sealing	Owned
Leonard, Michigan	Fluid Handling	Owned
Mt. Sterling, Kentucky	Fluid Handling	Owned
New Lexington, Ohio	Fluid Handling	Owned
Novi, Michigan(a)	Design, engineering and administration	Leased
Oscoda, Michigan	Fluid Handling	Owned
Spartanburg, South Carolina	Body Sealing	Owned
Surgoinsville, Tennessee	Fluid Handling	Leased
Topeka, Indiana(b)	Body Sealing	Owned
Canada		
Georgetown, Ontario	Body Sealing	Owned
Glencoe, Ontario	Fluid Handling	Owned
Mitchell, Ontario	Anti-Vibration Systems	Owned
Stratford, Ontario(3)	Body Sealing	Owned
Mexico		
Aguacalientes	Body Sealing	Leased
Atlacomulco	Fluid Handling	Owned
Guaymas	Fluid Handling	Leased
Juarez	Fluid Handling	Owned
Saltillo	Fluid Handling	Leased
Torreon(2)	Fluid Handling	Owned
South America		
Brazil		
Camaçari	Fluid Handling	Leased
Sao Bernardo(a)	Sales & Administration	Leased
Varginha	Body Sealing and Fluid Handling	Owned
Europe		
Belgium		
Gent	Body Sealing	Leased
Czech Republic		
Zdar	Fluid Handling	Owned
France		
Argenteuil(a)	Design, engineering and administration	Leased
Baclair	Body Sealing	Leased
Creutzwald	Fluid Handling	Owned
Lillebonne	Body Sealing	Owned
Vitré	Body Sealing	Owned

Location	Principal Products	Owned/Leased
Germany		
Grünberg	Fluid Handling	Leased
Hockenheim	Fluid Handling	Owned
Lindau	Body Sealing	Owned
Mannheim	Body Sealing	Owned
Schelklingen	Fluid Handling	Owned
Italy		
Battipaglia	Body Sealing	Owned
Ciriè	Body Sealing	Owned
Netherlands		
Amsterdam(a)	Administration	Leased
Poland		
Bielsko-Biala	Body Sealing	Owned
Dzierzoniow(2)	Body Sealing	Owned
Myslenice	Body Sealing	Leased
Piotrkow	Body Sealing	Owned
Spain		
Getafe(c)	Fluid Handling	Owned
United Kingdom		
Coventry(a)	Design, engineering and administration	Leased
Asia Pacific		
Australia		
Adelaide	Fluid Handling	Owned
China		
Changchun(b)	Fluid Handling	Leased
Chongqing	Fluid Handling	Owned
Huai-an(b)	Body Sealing	Leased
Jingzhou(b)	Fluid Handling	Owned
Kunshan	Anti-Vibration, Body Sealing and Fluid Handling	Owned
Panyu(b)	Body Sealing	Leased
Shanghai(b)	Body Sealing	Owned
Wuhu	Body Sealing	Owned
India		
Chennai	Fluid Handling	Leased
Dharuhera(b)	Body Sealing	Leased
Sahibabad(b)	Body Sealing	Leased
Manesar(b)	Body Sealing	Leased
Pune	Fluid Handling	Leased
Japan		
Hiroshima(a)	Design, engineering and administration	Leased
Nagoya(a)	Design, engineering and administration	Leased
Korea		
Cheong-Ju	Body Sealing	Owned
Seo-Cheon Gun	Body Sealing & Fluid Handling	Owned

(a) Denotes non-manufacturing locations, including design, engineering or administrative locations.
(b) Denotes a joint venture facility.
(c) Denotes a location closed in 2010.

Item 3. Legal Proceedings

We are periodically involved in claims, litigation and various legal matters that arise in the ordinary course of business. In addition, we conduct and monitor environmental investigations and remedial actions at certain locations. Each of these matters is subject to various uncertainties, and some of these matters may be resolved unfavorably for us. If appropriate we establish a reserve estimate for each matter and update our estimate as additional information becomes available. We do not believe that the ultimate resolution of any of these matters will have a material adverse effect on our business, financial condition or results of operations.

On August 3, 2009, the Debtors filed a voluntary petition for relief in the Bankruptcy Court to reorganize under Chapter 11 of the Bankruptcy Code. The Debtors continued to operate their businesses and owned and managed their properties as a debtor-in-possession under the jurisdiction of the Bankruptcy Court in accordance with the applicable provisions of the Bankruptcy Code until the Debtors emerged from protection under Chapter 11 of the Bankruptcy Code on May 27, 2010. See Note 3. “Reorganization Under Chapter 11 of the Bankruptcy Code” to the consolidated financial statements.

Item 4. Reserved

PART II

Item 5. Market for Registrant’s Common Equity, Related Stockholder Matters, and Issuer Purchases of Equity Securities

Market Information

Our common stock has been quoted on the OTC Bulletin Board since May 27, 2010 under the symbol “COSH.OB” and our warrants have been quoted on the OTC Bulletin Board since June 4, 2010 under the symbol “COSHW.OB.” No prior established public trading market existed for our common stock or warrants prior to these dates.

There currently is a limited trading market for our common stock and warrants. The following chart lists the high and low sale prices for shares of our common stock and warrants for the calendar quarters indicated through December 31, 2010. These prices are between dealers and do not include retail markups, markdowns or other fees and commissions and may not represent actual transactions:

	Common Stock		Cash Dividend Per share	Warrants	
Quarter Ended	High	Low		High	Low
June 30, 2010	$35.75	$31.50	$ —	$17.00	$14.00
September 30, 2010	$37.00	$27.45	$ —	$20.00	$13.00
December 31, 2010	$49.55	$36.00	$ —	$28.00	$15.00

The closing price of our common stock on the OTC Bulletin Board on December 31, 2010 was $45.00 per share and the closing price of our warrants on the OTC Bulletin Board on December 31, 2010 was $26.00 per warrant.

Holders of Common Stock

As of the date hereof, an aggregate of 7,774,519 shares of our common stock may be purchased upon the exercise of outstanding options, issued upon the exercise of our outstanding warrants and issued upon the conversion of our outstanding shares of 7% preferred stock.

As of January 27, 2011 we had approximately 475 holders of record of our common stock, based on information provided by our transfer agent.

Dividends

Cooper-Standard Holdings Inc. has never paid or declared a dividend on its common stock. The declaration of any prospective dividends is at the discretion of the Board of Directors and would be dependent upon sufficient earnings, capital requirements, financial position, general economic conditions, state law requirements, and other relevant factors. Additionally, our credit agreement governing our Senior ABL Facility and the Senior Notes indenture contain covenants that among other things restrict our ability to pay certain dividends and distributions subject to certain qualifications and limitations. We do not anticipate paying any dividends on our common stock in the forseeable future.

Performance Graph

The following graph compares the cumulative total stockholder return from May 27, 2010, the date of our emergence from Chapter 11 bankruptcy proceedings, through December 31, 2010, for Cooper-Standard Holdings Inc. existing common stock, the Standard & Poor’s 500 Index and the Standard & Poor’s Supercomposite Auto

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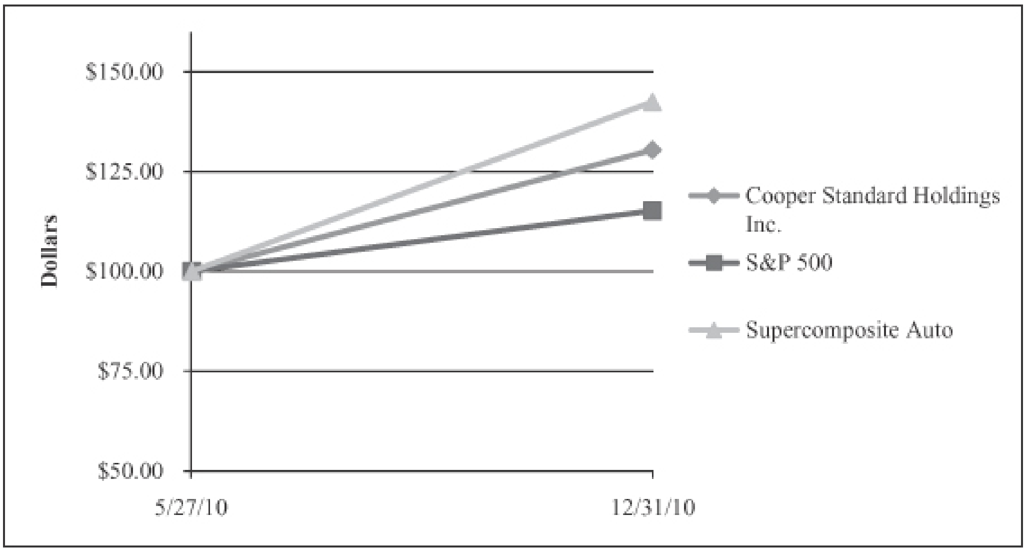
Parts & Equipment Index based on currently available data. The graph assumes an initial investment of $100 on May 27, 2010 and reflects the cumulative total return on that investment, including the reinvestment of all dividends where applicable, through December 31, 2010.

Comparison of Cumulative Return



	Ticker	5/27/2010	12/31/2010
Cooper-Standard Holdings Inc.	COSH.OB	$100.00	$ 130.43
S&P 500	SPX	$100.00	$ 115.24
S&P Supercomposite Auto Parts & Equipment Index	S15AUTP	$100.00	$ 142.48

Item 6. Selected Financial Data

The selected financial data for the years ended December 31, 2006, 2007, 2008 and 2009, the five months ended May 31, 2010 and the seven months ended December 31, 2010 have been derived from our consolidated financial statements, which have been audited by Ernst & Young LLP, our Independent Registered Public Accounting Firm.

The audited consolidated statements of operations, statements of changes in equity (deficit) and statements of cash flows for the years ended December 31, 2008 and 2009, the five months ended May 31, 2010 and the seven months ended December 31, 2010 are included elsewhere in this Annual Report on Form 10-K. The audited consolidated balance sheets as of December 31, 2009 and December 31, 2010 are included elsewhere in this Annual Report on Form 10-K. See Item 8. "Financial Statements and Supplementary Data."

In connection with our emergence from bankruptcy effective May 31, 2010, we implemented "fresh-start" accounting. As required by "fresh-start" accounting, assets and liabilities were recorded at fair value, based on values determined in connection with the implementation of the Debtors' Joint Chapter 11 Plan of Reorganization or our Plan of Reorganization. Accordingly, our financial condition and results of operations from and after our emergence from bankruptcy are not comparable to the financial condition or results of operations reflected in our historical financial statements for periods prior to our emergence from bankruptcy.

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You should read the following data in conjunction with Item 7. "Management's Discussion and Analysis of Financial Condition and Results of Operations" and our consolidated financial statements and the notes thereto included elsewhere in this Annual Report on Form 10-K.

	Predecessor					Successor
	Year Ended December 31,				Five Months Ended	Seven Months Ended
	2006	2007	2008	2009	May 31, 2010	December 31, 2010
Statement of operations:	(dollar amounts in millions except per share amounts)					
Net sales	$2,164.3	$2,511.2	$2,594.6	$1,945.3	$ 1,009.1	$ 1,405.0
Cost of products sold	1,832.1	2,114.1	2,260.1	1,679.0	832.2	1,172.4
Gross profit	332.2	397.1	334.5	266.3	176.9	232.6
Selling, administration, & engineering expenses	199.8	222.1	231.7	199.5	92.1	159.5
Amortization of intangibles	31.0	31.9	31.0	15.0	0.3	9.0
Impairment charges	13.2	146.4	33.4	363.5	—	—
Restructuring	23.9	26.4	38.3	32.4	5.9	0.5
Operating profit (loss)	64.3	(29.7)	0.1	(344.1)	78.6	63.6
Interest expense, net of interest income	(87.2)	(89.5)	(92.9)	(64.3)	(44.5)	(25.0)
Equity earnings	0.2	2.2	0.9	4.0	3.6	3.4
Reorganization items, net	—	—	—	(17.4)	660.0	—
Other income (expense)	7.9	(0.5)	(1.4)	9.9	(21.2)	4.2
Income (loss) before income taxes	(14.8)	(117.5)	(93.3)	(411.9)	676.5	46.2
Provision for income taxes (benefit)	(7.3)	32.9	29.3	(55.7)	39.9	5.1
Consolidated net income (loss)	(7.5)	(150.4)	(122.6)	(356.2)	636.6	41.1
Add: Net loss (income) attributable to noncontrolling interests	(0.9)	(0.6)	1.1	0.1	(0.3)	(0.5)
Net income (loss) attributable to Cooper-Standard Holdings Inc.	$ (8.4)	$ (151.0)	$ (121.5)	$ (356.1)	$ 636.3	$ 40.6
Net income available to Cooper-Standard Holdings Inc. common stockholders						$ 28.7
Basic net income per share attributable to Cooper-Standard Holdings Inc.						$ 1.64
Diluted net income per share attributable to Cooper-Standard Holdings Inc.						$ 1.55
Balance sheet data (at end of period):						
Cash and cash equivalents	$ 56.3	$ 40.9	$ 111.5	$ 380.3		$ 294.5
Net working capital(1)	212.1	249.8	154.5	240.8		175.3
Total assets	1,911.4	2,162.3	1,818.3	1,737.4		1,853.8
Total non-current liabilities	1,256.1	1,351.6	1,346.9	263.9		751.9
Total debt(2)	1,055.5	1,140.2	1,144.1	204.3		476.7
Liabilities subject to compromise	—	—	—	1,261.9		—
Preferred Stock	—	—	—	—		130.3
Total equity/(deficit)	324.0	276.8	19.7	(306.5)		563.1
Statement of cash flows data:						
Net cash provided (used) by:						
Operating activities	$ 135.9	$ 185.4	$ 136.5	$ 130.0	$ (75.4)	$ 170.6
Investment activities	(281.8)	(260.0)	(73.9)	(45.5)	(19.1)	(51.8)
Financing activities	147.6	55.0	14.1	166.1	(112.6)	(1.4)
Other financial data:						
Capital expenditures	$ 82.9	$ 107.3	$ 92.1	$ 46.1	$ 22.9	$ 54.4

(1) Net working capital is defined as current assets (excluding cash and cash equivalents) less current liabilities (excluding debt payable within one year).
(2) Includes $450.0 million of our Senior Notes, $0.4 million in capital leases, and $26.3 million of other third-party debt at December 31, 2010.

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Item 7. Management's Discussion and Analysis of Financial Condition and Results of Operations

This management's discussion and analysis of financial condition and results of operations is intended to assist in understanding and assessing the trends and significant changes in our results of operations and financial condition. Our historical results may not indicate, and should not be relied upon as an indication of, our future performance. Our forward-looking statements reflect our current views about future events, are based on assumptions and are subject to known and unknown risks and uncertainties that could cause actual results to differ materially from those contemplated by these statements. See Item 1. "Business—Forward-Looking Statements" for a discussion of risks associated with reliance on forward-looking statements. Factors that may cause differences between actual results and those contemplated by forward-looking statements include, but are not limited to, those discussed below and elsewhere in this Annual Report on Form 10-K, particularly in Item 1A." Risk Factors." Management's discussion and analysis of financial condition and results of operations should be read in conjunction with Item 6." Selected Financial Data" and our consolidated financial statements and the notes to those statements included elsewhere in this Annual Report on Form 10-K.

Basis of Presentation

The financial information included in this Annual Report on Form 10-K represents our consolidated financial position as of December 31, 2009 and 2010 and our consolidated results of operations and cash flows for the years ended December 31, 2008 and 2009, the five months ended May 31, 2010 and the seven months ended December 31, 2010 and reflects the application of purchase accounting. On May 31, 2010 we adopted "fresh-start" accounting and became a new entity for financial reporting purposes. See Note 4. "Fresh-Start Accounting" to the consolidated financial statements.

Company Overview

We design, manufacture and sell body sealing, AVS and fluid handling components, systems, subsystems and modules for use in passenger vehicles and light trucks manufactured by global OEMs. In 2010, approximately 81% of our sales consisted of original equipment sold directly to OEMs for installation on new vehicles. The remaining 19% of our sales were primarily to Tier I and Tier II suppliers and non-automotive manufacturers. Accordingly, sales of our products are directly affected by the annual vehicle production of OEMs and, in particular, the production levels of the vehicles for which we provide specific parts. Most of our products are custom designed and engineered for a specific vehicle platform. Our sales and product development personnel frequently work directly with the OEMs' engineering departments in the design and development of our various products.

Although each OEM may emphasize different requirements as the primary criteria for judging its suppliers, we believe success as an automotive supplier generally requires outstanding performance with respect to price, quality, service, performance, design and engineering capabilities, innovation and timely delivery. Importantly, we believe our continued commitment to investment in our design and engineering capability, including enhanced computerized software design capabilities, is important to our future success, and many of our present initiatives are designed to enhance these capabilities. In addition, in order to remain competitive we must also consistently achieve and sustain cost savings. In an effort to continuously reduce our cost structure, we seek to identify and implement "lean" initiatives, which focus on optimizing manufacturing by eliminating waste, controlling costs and enhancing productivity. We evaluate opportunities to consolidate facilities and to relocate certain operations to lower cost countries. We believe we will continue to be successful in our efforts to improve our design and engineering capability and manufacturing processes while achieving cost savings, including through our lean initiatives.

Our OEM sales are principally generated from purchase orders issued by OEMs and as a result we have no order backlog. Once selected by an OEM to supply products for a particular platform, we typically supply those products for the life of the platform, which is normally six to eight years; although there is no guarantee that this will occur. In addition, when we are the incumbent supplier to a given platform, we believe we have a competitive advantage in winning the redesign or replacement platform.

In the year ended December 31, 2010, approximately 52% of our sales were generated in North America while approximately 48% of our sales were generated outside of North America. Because of our significant international operations, we are subject to the risks associated with doing business in other countries. Historically, our operations in Canada and Western Europe have not presented materially different risks or problems from those we have encountered in the United States, although the cost and complexity of streamlining operations in certain European countries is greater than would be the case in the United States. This is due primarily to labor laws in those countries that can make reducing employment levels more time-consuming and expensive than in the United States. We believe the risks of conducting business in less developed markets, including Brazil, Mexico, Poland, Czech Republic, China, Korea and India are sometimes greater than in the U.S., Canadian and Western European markets. This is due to the potential for currency volatility, high interest and inflation rates, and the general political and economic instability that are associated with these markets.

Bankruptcy Cases

On August 3, 2009, the Debtors filed voluntary petitions for Chapter 11 bankruptcy protection in the Bankruptcy Court. On August 4, 2009, CSA Canada sought relief under the Companies' Creditors Arrangement Act in the Canadian Court. The Debtors and CSA Canada emerged from their respective insolvency proceedings on May 27, 2010, with approximately $480.0 million of funded debt, representing a reduction of over $650.0 million from prepetition levels.

As part of our emergence from Chapter 11, we raised $450.0 million through the issuance of our Senior Notes, and entered into a $125.0 million Senior ABL Facility, with certain agent and lending banks. In addition, we raised $355.0 million through the issuance of (i) $100.0 million of our 7% preferred stock to the Backstop Parties pursuant to a commitment agreement that provided for the backstop of our rights offering and (ii) $255.0 million of our common stock to the Backstop Parties and holders of our prepetition 8 3/8% senior subordinated notes due 2014 (the "prepetition senior subordinated notes") pursuant to our rights offering. The Backstop Parties also received warrants to purchase 7% of our common stock (assuming the conversion of our 7% preferred stock) for their commitment to backstop the rights offering.

In connection with our emergence from Chapter 11, amounts outstanding under our $175.0 million debtor-in-possession financing facility and $639.6 million of claims under our prepetition credit facility were paid in full in cash. Holders of our prepetition 7% senior notes due 2012 (the " prepetition senior notes") were also paid in full in cash, except that the Backstop Parties received a distribution of our common stock in lieu of the cash payment for certain of their prepetition senior note claims. Holders of our prepetition senior subordinated notes were issued 8% of our outstanding common stock and warrants to purchase, in the aggregate, 3% of our outstanding common stock (in each case, assuming the conversion of our 7% preferred stock). In addition, our obligations under both our prepetition senior notes and our prepetition senior subordinated notes were cancelled. See "—Liquidity and Capital Resources—After Emergence from Bankruptcy Proceedings" and Note 8. "Debt" to the consolidated financial statements for a more detailed description of our Senior Notes and Senior ABL Facility, Note 18. "Capital Stock" to the consolidated financial statements for a more detailed description of our equity securities and Note 3. "Reorganization Under Chapter 11 of the Bankruptcy Code" to the consolidated financial statements for a more detailed description of our reorganization.

In connection with our emergence from bankruptcy, we implemented "fresh-start" accounting. As required by "fresh-start" accounting, assets and liabilities were recorded at fair value, based on values determined in connection with the implementation of our Plan of Reorganization. Accordingly, our financial condition and results of operations from and after our emergence from bankruptcy are not comparable to the financial condition or results of operations reflected in our historical financial statements for periods prior to our emergence from bankruptcy.

Under the Bankruptcy Reorganization Plan, our prepetition senior subordinated notes and other obligations were extinguished. Absent an exception, a debtor recognizes cancellation of indebtedness income ("CODI") upon discharge of its outstanding indebtedness for an amount of consideration that is less than its adjusted issue price. The Internal Revenue Code, as amended ("IRC"), provides that a debtor in a bankruptcy case may exclude CODI from income but must reduce certain of its tax attributes by the amount of any CODI realized as a result of the consummation of a plan of reorganization. The amount of CODI realized by a taxpayer is the adjusted issue price of any indebtedness discharged less the sum of (i) the amount of cash paid, (ii) the issue price of any new indebtedness issued and (iii) the fair market value of any other consideration, including equity, issued. As a result of the market value of our equity upon emergence from Chapter 11 bankruptcy proceedings, our U.S. net operating loss carryforward will be reduced to zero, however a portion of our tax credit carryforwards (collectively, the "Tax Attributes") will be retained after reduction of the Tax Attributes for CODI realized on emergence from Chapter 11 bankruptcy proceedings.

IRC Sections 382 and 383 provide an annual limitation with respect to the ability of a corporation to utilize its tax attributes, as well as certain built-in-losses, against future U.S. taxable income in the event of a change in ownership. The Company's emergence from Chapter 11 bankruptcy proceedings is considered a change in ownership for purposes of IRC Section 382. The limitation under the IRC is based on the value of the corporation as of the emergence date. As a result, our future U.S. taxable income may not be fully offset by the Tax Attributes if such income exceeds our annual limitation, and we may incur a tax liability with respect to such income. In addition, subsequent changes in ownership for purposes of the IRC could further diminish the Tax Attributes.

Business Environment and Outlook

Our business is directly affected by the automotive build rates in North America and Europe. It is also becoming increasingly impacted by build rates in Brazil and Asia Pacific. New vehicle demand is driven by macro-economic and other factors, such as interest rates, manufacturer and dealer sales incentives, fuel prices, consumer confidence, employment levels, income growth trends, government incentives such as "cash for clunkers" and tax incentives. The severe global financial crisis that started in the second half of 2008 reduced vehicle demand overall resulting in 2009 light vehicle production volumes of 8.6 million units in North America and 16.3 million units in Europe. The expected annualized light vehicle production volumes for 2011 are 12.9 million units in North America and 18.6 million units in Europe, according to IHS Automotive in December 2010.

According to IHS Automotive, actual North American light vehicle production volumes for 2010 were 11.9 million compared to 8.6 million in 2009, an increase of approximately 39.1%, and European light vehicle production volumes were 18.7 million for 2010 compared to 16.3 million in 2009, an increase of approximately 15.2%.

Competition in the automotive supplier industry is intense and has increased in recent years as OEMs have demonstrated a preference for stronger relationships with fewer suppliers. There are typically three or more significant competitors and numerous smaller competitors for most of the products we produce. Globalization and the importance to service customers around the world will continue to shape the success of suppliers going forward.

OEMs have shifted some research and development, design and testing responsibility to suppliers, while at the same time shortening new product cycle times. To remain competitive, suppliers must have state-of-the-art engineering and design capabilities and must be able to continuously improve their engineering, design and manufacturing processes to effectively service the customer. Suppliers are increasingly expected to collaborate on, or assume the product design and development of, key automotive components and to provide innovative solutions to meet evolving technologies aimed at improved emissions and fuel economy.

Pricing pressure has continued as competition for market share has reduced the overall profitability of the industry and resulted in continued pressure on suppliers for price concessions. Consolidations and market share shifts among vehicle manufacturers continues to put additional pressures on the supply chain. These pricing and market pressures, along with the reduced production volumes, will continue to drive our focus on reducing our overall cost structure through lean initiatives, capital redeployment, restructuring and other cost management processes.

Results of Operations

(dollar amounts in thousands except per share amounts)

	Predecessor			Successor
	Year Ended December 31, 2008	Year Ended December 31, 2009	Five Months Ended May 31, 2010	Seven Months Ended December 31, 2010
Sales	$ 2,594,577	$ 1,945,259	$ 1,009,128	$ 1,405,019
Cost of products sold	2,260,063	1,678,953	832,201	1,172,350
Gross profit	334,514	266,306	176,927	232,669
Selling, administration & engineering expenses	231,709	199,552	92,166	159,573
Amortization of intangibles	30,996	14,976	319	8,982
Impairment charges	33,369	363,496	—	—
Restructuring	38,300	32,411	5,893	488
Operating profit (loss)	140	(344,129)	78,549	63,626
Interest expense, net of interest income	(92,894)	(64,333)	(44,505)	(25,017)
Equity earnings	897	4,036	3,613	3,397
Reorganization items and fresh-start accounting adjustments, net	—	(17,367)	660,048	—
Other income (expense), net	(1,368)	9,919	(21,156)	4,214
Income (loss) before income taxes	(93,225)	(411,874)	676,549	46,220
Provision (benefit) for income tax expense	29,295	(55,686)	39,940	5,095
Consolidated net income (loss)	(122,520)	(356,188)	636,609	41,125
Add: Net (income) loss attributed to noncontrolling interests	1,069	126	(322)	(549)
Net income (loss) attributable to Cooper-Standard Holdings Inc.	$ (121,451)	$ (356,062)	$ 636,287	$ 40,576
Net income available to Cooper-Standard Holdings Inc. common stockholders				$ 28,723
Basic net income per share attributable to Cooper-Standard Holdings Inc.				$ 1.64
Diluted net income per share attributable to Cooper-Standard Holdings Inc.				$ 1.55

Seven Months Ended December 31, 2010, Five Months Ended May 31, 2010 and Twelve Months ended December 31, 2009

Due to our adoption of fresh-start accounting on May 31, 2010, the accompanying Consolidated Statements of Operations include the year-to-date results of operations of the reporting entity prior to emergence from Chapter 11 bankruptcy proceedings (the “Predecessor”) for the five months ended May 31, 2010 and include the results of operations of the reporting entity subsequent to emergence from Chapter 11 bankruptcy proceedings (the “Successor”) for the seven months ended December 31, 2010.

For the five months ended May 31, 2010, we recognized a gain of approximately $660.0 million for reorganization items as a result of the bankruptcy proceedings and the effects of fresh-start accounting. This gain reflects the cancellation of our prepetition equity, debt and certain of our other obligations, partially offset by the recognition of certain of our new equity and debt obligations, as well as professional fees incurred as a direct result of the bankruptcy proceedings.

In addition, we recognized charges of approximately $9.9 million in the seven months ended December 31, 2010 as a result of the bankruptcy proceedings and the adoption of fresh-start accounting. The majority of these charges related to the inventory fair value adjustment of approximately $8.1 million, which was recognized in cost of sales in the seven months ended December 31, 2010 as the inventory was sold.

Sales. Sales for the seven months ended December 31, 2010 were $1,405.0 million. Sales were favorably impacted by a significant increase in volume, partially offset by unfavorable foreign exchange of $29.3 million. Sales were $1,009.1 million for the five months ended May 31, 2010. Sales were favorably impacted by a significant increase in volume and favorable foreign exchange of $52.5 million. Sales for the twelve months ended December 31, 2009 were $1,945.3 million.

Gross Profit. Gross profit for the seven months ended December 31, 2010 and the five months ended May 31, 2010 were $232.7 million and $176.9 million, respectively. Gross profit as a percentage of sales was 16.6% for the seven months ended December 31, 2010 and 17.5% for the five months ended May 31, 2010. Gross profit and gross profit margin for these two periods were favorably impacted by a significant increase in volumes in most regions and our lean savings, partially offset by the restoration of certain employee pay and benefits and slightly higher raw material costs. The seven months ended December 31, 2010 was also impacted by the liquidation of the fair value adjustment to inventory of $8.1 million, which was recognized in cost of sales as the inventory was sold. Gross profit and gross profit as a percentage of sales for the twelve months ended December 31, 2009 were $266.3 million and 13.7%, respectively.

Selling, Administration and Engineering. Selling, administration and engineering expenses for the seven months ended December 31, 2010 were $159.6 million and $92.2 million for the five months ended May 31, 2010. Both periods were primarily impacted by the restoration of certain employee pay and benefits. Selling, administration and engineering expenses were $199.6 million for the twelve months ended December 31, 2009.

Impairment Charges. In 2009, we recorded a goodwill impairment charge of $157.2 million and impairment charges of $202.4 million related to certain intangible assets and $3.8 million related to certain fixed assets within our North America and International segments. During the second quarter of 2009, several events occurred that indicated potential impairment of our goodwill, other intangible assets and certain fixed assets. Such events included: (a) the Chapter 11 bankruptcy of both Chrysler and GM and unplanned plant shut-downs by both Chrysler and GM; (b) continued product volume risk and negative product mix changes; (c) commencement of negotiations with our former shareholders, senior secured lenders and bondholders to recapitalize our long term debt and equity; (d) recognition as the second quarter progressed that there was an increasing likelihood that we would breach our financial covenants under our prepetition credit agreement; (e) our decision to defer our June 15, 2009 interest payment on our prepetition senior and senior subordinated notes pending the outcome of our quarterly financial results; (f) an analysis of whether we would meet our financial covenants for the past quarter; and (g) negotiations with our various constituencies. As a result of the combination of the above factors, we significantly reduced our second quarter projections.

Restructuring. Restructuring charges were $0.5 million for the seven months ended December 31, 2010, $5.9 million for the five months ended May 31, 2010, primarily representing the continuation of previously announced actions, and $32.4 million for the twelve months ended December 31, 2009. Restructuring expense for the seven months ended December 31, 2010 was favorably impacted by a curtailment gain relating to pension benefits of $3.4 million. The twelve months ended December 31, 2009 was affected by the final phase of our global product line operating divisions restructurings that were initiated in the first quarter of 2009. Restructuring charges of $18.8 million of this phase were recognized for the twelve months ended December 31, 2009. Restructuring charges of $10.2 million were also recognized for the twelve months ended December 31, 2009 for facility closures in South America, Europe and Asia Pacific that were also initiated in 2009.

Interest Expense, net. Interest expense for the seven months ended December 31, 2010 consisted primarily of interest on our Senior Notes. Interest expense for the five months ended May 31, 2010 includes $28.0 million of interest from the period August 3, 2009 through May 27, 2010 and interest on the DIP credit agreement. The interest on the prepetition debt obligations was recorded when our Plan of Reorganization was approved by the claimholders. Interest expense for the twelve months ended December 31, 2009 includes interest prior to August 3, 2009 on all of our prepetition debt obligations and debtor-in-possession financing.

Reorganization Items and Fresh-Start Accounting Adjustments, net. In the five months ended May 31, 2010, we recognized a gain of $520.1 million for reorganization items as a result of the bankruptcy proceedings. This gain reflects the cancellation of our prepetition equity, debt and certain of our other obligations, partially offset by the recognition of certain of our new equity and debt obligations, as well as professional fees incurred as a direct result of the bankruptcy proceedings. In addition, we recognized a gain of $139.9 million related to the valuation of our net assets upon emergence from Chapter 11 bankruptcy proceedings pursuant to the provisions of fresh-start accounting. For the year ended December 31, 2009 we recognized reorganization expenses of $17.4 million.

Other Income (Expense). Other income for the seven months ended December 31, 2010 was $4.2 million, which consisted of $3.4 million of foreign currency gains and $1.5 million other income, partially offset by $0.7 million of losses on factoring of receivables. Other expense of $21.2 million for the five months ended May 31, 2010, consisted primarily of foreign currency losses. For the twelve months ended December 31, 2009, other income consisted of a gain of $9.1 million on the repurchase of debt, $4.5 million of foreign currency gains, and $3.6 million of losses on interest rate swaps and sale of receivables.

Provision for Income Tax Expense (Benefit). For the seven months ended December 31, 2010 and the five months ended May 31, 2010, we recorded income tax provisions of $5.1 million and $39.9 million, respectively, on earnings before income taxes of $46.2 million and $676.5 million, respectively. This compares to an income tax benefit of $(55.7) million on losses before income taxes of $(411.9) million for the twelve months ended December 31, 2009. Income tax expense for the five months ended May 31, 2010 and the seven months ended December 31, 2010 differ from statutory rates primarily as a result of the reorganizational items and fresh start accounting adjustments; valuation allowances recorded on tax losses and credits generated in the U.S. and certain foreign jurisdictions; the benefit related to the settlement of a bi-lateral advanced pricing agreement; the distribution of income between the U.S. and foreign sources; and other non-recurring discrete items.

Year ended December 31, 2009 Compared to Year Ended December 31, 2008

Sales. Our sales decreased from $2,594.6 million in 2008 to $1,945.3 million in 2009, a decrease of $649.3 million, or 25.0%. The decrease resulted primarily from lower unit sales volume in both our North America (primarily the United States and Canada) and International (primarily Europe) segments. In addition, foreign currency exchange had a net unfavorable impact on sales of $110.8 million due to the relative strength of the dollar against other currencies (most notably the euro). Customer price concessions also contributed to our decrease in sales.

Gross Profit. Gross profit decreased $68.2 million from $334.5 million in 2008 to $266.3 million in 2009. As a percentage of sales, gross profit increased to 13.7% of sales in 2009 as compared to 12.9% of sales in 2008. The decrease in gross profit resulted primarily from reduced North America and Europe volume, and unfavorable product mix. The increase in gross profit margin is primarily the result of the favorable impact of management actions and various cost saving initiatives, partially offset by the lower volume.

Selling, Administration, and Engineering. Selling, administration, and engineering expenses decreased $32.2 million to $199.6 million for the year ended December 31, 2009 compared to $231.7 million for the year ended December 31, 2008. This decrease is due primarily to the favorable impact of various cost saving initiatives and management actions.

Operating Profit (Loss). Operating loss in 2009 was $344.1 million compared to an operating profit of $0.1 million in 2008. This decrease is primarily due to the impairment charges of $363.5 million in 2009 compared to $33.4 million in 2008, reduced volumes and unfavorable foreign exchange, partially offset by the favorable impact of management actions and various cost saving initiatives.

Impairment Charges. In 2009, we recorded a goodwill impairment charge of $157.2 million and impairment charges of $202.4 million related to certain intangible assets and $3.8 million related to certain fixed assets within our North America and International segments. During the second quarter of 2009, several events occurred that indicated potential impairment of our goodwill, other intangible assets and certain fixed assets. Such events included: (a) the Chapter 11 bankruptcy of both Chrysler and GM and unplanned plant shut-downs by both Chrysler and GM; (b) continued product volume risk and negative product mix changes; (c) commencement of negotiations with our former shareholders, senior secured lenders and bondholders to recapitalize our long term debt and equity; (d) recognition as the second quarter progressed that there was an increasing likelihood that we would breach our financial covenants under our prepetition credit agreement; (e) our decision to defer our June 15, 2009 interest payment on our prepetition senior and senior subordinated notes pending the outcome of our quarterly financial results; (f) an analysis of whether we would meet our financial covenants for the past quarter; and (g) negotiations with our various constituencies. As a result of the combination of the above factors, we significantly reduced our second quarter projections.

In 2008, we recorded a goodwill impairment charge of $23.1 million in our International segment. This charge resulted from the weakening global economy, the global decline in vehicle production volumes and changes in product mix. Also, in 2008 we recorded intangible impairment charges of $3.9 million related to certain technology in our North America segment. Based on a discounted cash flow analysis it was determined that the historical cost of these intangible assets exceeded their fair value and impairment charges were recorded. Also, in 2008 we recorded fixed asset impairment charges of $6.4 million.

Interest Expense, net. The decrease in interest expense of $28.6 million in 2009 resulted primarily from the cessation of recording interest expense on our debt obligations that were in default, decreased interest rates and decreased term loan balances.

Other Income (Expense). Other income was $9.9 million in 2009 as a result of foreign currency gains of $4.5 million and gains on debt repurchases of $9.1 million, partially offset by the loss on the sale of receivables of $1.2 million and losses on interest rate swaps of $2.4 million. Other expense of $1.4 million in 2008 was primarily a result of foreign currency losses of $0.9 million and a loss on the sale of receivables of $2.2 million, partially offset by gains on debt repurchases of $1.7 million.

Provision for Income Tax Expense (Benefit). Income taxes in 2008 included an expense of $29.3 million for an effective tax rate of 31.4% as compared to an income tax benefit of $55.7 million for an effective tax benefit rate of 13.5% in 2009. The effective tax benefit rate in 2009 differs from the statutory tax rate primarily as a result of the nondeductible nature of the goodwill impairment charge, the valuation allowances recorded on tax losses and credits generated in the United States and certain foreign jurisdictions, the benefit related to the settlement of a bi-lateral advanced pricing agreement, the distribution of income between the United States and foreign sources and other non-recurring discrete items.

Segment Results of Operations

The following table presents sales and segment profit (loss) for each of our reportable segments for the years ended December 31, 2008 and 2009, five months ended May 31, 2010 and seven months ended December 31, 2010:

	Predecessor			Successor
	For the Year Ended		Five Months Ended	Seven Months Ended
	2008	2009	May 31, 2010	December 31, 2010
	(dollars in thousands)			
Sales				
North America	$1,244,423	$ 910,306	$ 508,738	$ 739,419
International	1,350,154	1,034,953	500,390	665,600
	$2,594,577	$1,945,259	$ 1,009,128	$ 1,405,019
Segment profit (loss)				
North America	$ (36,662)	$ (246,015)	$ 590,121	$ 58,004
International	(56,563)	(165,859)	86,428	(11,784)
	$ (93,225)	$ (411,874)	$ 676,549	$ 46,220

Seven Months Ended December 31, 2010, Five Months Ended May 31, 2010 and Twelve Months ended December 31, 2009

North America. Sales for the seven months ended December 31, 2010 were $739.4 million. Sales were favorably impacted by a significant increase in volume and favorable foreign exchange of $10.0 million. Sales for the five months ended May 31, 2010 were $508.7 million. Sales were favorably impacted by a significant increase in volume and favorable foreign exchange of $19.3 million. Sales for the twelve months ended December 31, 2009 were $910.3 million. Segment profit for the seven months ended December 31, 2010 was $58.0 million, which was favorably impacted by the improved volumes and our lean savings, partially offset by the restoration of certain employee pay and benefits and slightly higher raw material costs. Segment profit for the five months ended May 31, 2010 was $590.1 million. As a result of the reorganization and fresh-start accounting adjustments, a gain of $565.1 million was recognized in the North America segment. Segment profit also increased due to improved volumes and the favorable impact of our lean savings, partially offset by the restoration of certain employee pay and benefits, slightly higher raw material costs and recognition of interest on certain prepetition debt obligations for the period of August 3, 2009 through May 27, 2010, which was recorded when our Plan of Reorganization was approved by the claimholders. Segment loss for the twelve months ended December 31, 2009 was $246.0 million, which included impairment charges of $234.9 million for goodwill, intangibles and fixed assets.

International. Sales for the seven months ended December 31, 2010 were $665.6 million. Sales were favorably impacted by a significant increase in volume partially offset by unfavorable foreign exchange of $39.3 million. Sales for the five months ended May 31, 2010 were $500.4 million. Sales were favorably impacted by a significant increase in volume and favorable foreign exchange of $33.2 million. Sales for the twelve months ended December 31, 2009 were $1,035.0 million. Segment loss for the seven months ended December 31, 2010 was $11.8 million, which was negatively impacted by higher raw material costs, restoration of certain employee pay and benefits and unfavorable foreign exchange partially offset by the improved volumes and our lean savings. Segment profit for the five months ended May 31, 2010 was $86.4 million. As a result of the reorganization and fresh-start accounting adjustments, a gain of $94.9 million was recognized in the International segment. Segment profit was unfavorably impacted by the restoration of certain employee pay and benefits and slightly higher raw material costs partially offset by improved volumes and the favorable impact of our lean savings. Segment loss for the twelve months ended December 31, 2009 was $165.9 million, which included impairment charges of $95.2 million for goodwill, intangibles and fixed assets.

Year Ended December 31, 2009 Compared to Year Ended December 31, 2008

North America. Sales for 2009 decreased $334.1 million, or 26.8% compared to 2008, primarily due to lower sales volume of $302.4 million and unfavorable foreign exchange of $23.4 million. Segment loss for 2009 increased by $209.4 million compared to 2008, primarily due to the increased impairment charges of goodwill, intangibles and fixed assets of $234.9 million, lower sales volume and unfavorable foreign exchange, partially offset by the favorable impact of management actions and various cost saving initiatives.

International. Sales for 2009 decreased $315.2 million, or 23.3% compared to 2008, primarily due to lower sales volume of $225.6 million and unfavorable foreign exchange $87.4 million. Segment loss for 2009 increased by $109.3 million compared to 2008, primarily due to the increased impairment charges of goodwill, intangibles and fixed assets of $95.2 million, lower sales volume and unfavorable foreign exchange, partially offset by the favorable impact of management actions and various cost saving initiatives.

Off-Balance Sheet Arrangements

As a part of our working capital management, we sell certain receivables through third party financial institutions without recourse. The amount sold varies each month based on the amount of underlying receivables and cash flow needs. At December 31, 2010 and 2009, we had $38.3 million and $39.7 million, respectively, of receivables outstanding under receivable transfer agreements entered into by various locations. For the seven months ended December 31, 2010, five months ended May 31, 2010, and twelve months ended December 31, 2009, total accounts receivables factored were $70.3 million, $40.6 million, and $115.5 million, respectively. Losses incurred on the sale of receivables were $0.7 million and $0.4 million for the seven months ended December 31, 2010 and five months ended May 31, 2010, respectively and $0.9 million for the twelve months ended December 31, 2009. These amounts are recorded in other income (expense) in the consolidated statements of operations. We continue to service the receivables for one of the locations. These are permitted transactions under our credit agreement governing our Senior ABL Facility. We are also pursuing similar arrangements in various locations.

As of December 31, 2010, we had no other material off-balance sheet arrangements.

Liquidity and Capital Resources

Short and Long-Term Liquidity Considerations and Risks

During the pendency of the Chapter 11 cases and the Canadian proceedings, our primary sources of liquidity were cash flows from operations and borrowings made under our DIP credit agreement. In addition to the cash requirements necessary to fund ongoing operations, we incurred significant professional fees and other costs in connection with the Chapter 11 cases and the Canadian proceedings.

Cash Flows

Operating activities. Cash flows provided by operations were $170.6 million for the seven months ended December 31, 2010, which includes $63.0 million of cash provided by changes in operating assets and liabilities. Cash flows used in operations were $75.4 million for the five months ended May 31, 2010, which were a result of an increase in our working capital requirements due to the significant increase in volumes and $37.2 million of interest payments on our prepetition debt obligations and DIP credit agreement. Cash flows provided by operations were $130.0 million for the twelve months ended December 31, 2009, which included $29.0 million of changes in operating assets and liabilities.

Investing activities. Cash used in investing activities was $51.8 million for the seven months ended December 31, 2010, which consisted of $54.4 million of capital spending, partially offset by proceeds from sale of assets and other of $2.6 million. Cash used in investing activities was $19.1 million for the five months ended

May 31, 2010, which consisted of $22.9 million of capital spending offset by proceeds from sale of assets and other of $3.9 million. Cash used in investing activities was $45.5 million for the twelve months ended December 31, 2009, which was primarily capital spending. We anticipate that we will spend approximately $100.0 million on capital expenditures in 2011.

Financing activities. Net cash used in financing activities totaled $1.4 million for the seven months ended December 31, 2010, which consisted primarily of an increase in short term debt, partially offset by dividends paid on our 7% preferred stock and payments on long-term debt. Net cash used in financing activities totaled $112.6 million for the five months ended May 31, 2010, which primarily resulted from activities related to our emergence from bankruptcy. Payments for settlement on our prepetition debt, DIP credit agreement, debt issuance costs and backstop fees totaled $914.6 million. These payments were offset by cash proceeds from the rights offering conducted pursuant to our Plan of Reorganization of $355.0 million and our Senior Notes offering of $450.0 million. Net cash provided by financing activities totaled $166.1 million for the twelve months ended December 31, 2009, which consisted primarily of debtor-in-possession financing, net of debt issuance cost of $154.4 million, a net increase of short term debt, partially offset by normal debt payments and repurchase of $10.0 million aggregate principle amount of our outstanding prepetition notes for $0.7 million.

Financing Arrangements—Before Emergence from Bankruptcy Proceedings

Prepetition debt obligations. As of August 3, 2009, the date of the filing of the Chapter 11 cases by the Debtors, we had approximately $1.2 billion of outstanding indebtedness on a consolidated basis, of which $86.4 million consisted of draws on a senior secured revolving credit facility, $527.0 million consisted of five senior secured term loan facilities, $513.4 million consisted of our prepetition senior notes and our prepetition senior subordinated notes and $50.8 million consisted of debt on account of other credit facilities, capital leases for affiliates, swaps and other miscellaneous obligations. As a result of the filing of the Chapter 11 cases, the loan commitments of the lenders under the prepetition credit agreement were terminated (including the availability under the revolving credit facility, including with respect to standby letters of credit) and all principal and accrued and unpaid interest outstanding under the prepetition credit agreement, our prepetition senior notes and our prepetition senior subordinated notes accelerated and became due and payable, subject to an automatic stay of any action to collect, assert or recover a claim against us as a result of the commencement of the Chapter 11 proceedings and applicable bankruptcy law. Effective August 3, 2009, we ceased recording interest expense on outstanding prepetition debt instruments classified as liabilities subject to compromise.

Prepetition senior credit agreement. In connection with the 2004 Acquisition, we, Cooper-Standard Automotive Inc. ("CSA U.S."), and CSA Canada entered into a credit agreement with various lending institutions, Deutsche Bank Trust Company Americas, as administrative agent, Lehman Commercial Paper Inc., as syndication agent, and Goldman Sachs Credit Partners, L.P., UBS Securities LLC and The Bank of Nova Scotia, as co-documentation agents (with subsequent amendments thereto, the "prepetition credit agreement"), which provided for revolving credit facilities and term loan facilities. Our revolving credit facilities provided for loans in a total principal amount of up to $125.0 million with a maturity of December 2010. The term loan facilities included a Term Loan A facility of the Canadian dollar equivalent of $51.3 million with a maturity of December 2010, a Term Loan B facility of $115.0 million with a maturity of December 2011 and a Term Loan C facility of $185.0 million with a maturity of December 2011. These term loans were used to fund the 2004 Acquisition. To finance, in part, the acquisition of fifteen fluid handling systems operations in North America, Europe and China from ITT Industries, Inc. and the MAPS acquisition, we also established and borrowed under two new term loan tranches, with an aggregate of $190.0 million borrowed in U.S. dollars and €64.725 million borrowed in euros. As of August 3, 2009, the date of the commencement of the Chapter 11 proceedings, approximately $613.4 million of principal and accrued and unpaid interest was outstanding under the prepetition credit agreement, of which $86.4 million consisted of draws on the revolving credit facilities and $527.0 million consisted of five term loan facilities.

As a result of the filing of the Chapter 11 cases, the loan commitments of the lenders under the prepetition credit agreement were terminated and all principal and accrued and unpaid interest outstanding under the prepetition credit agreement accelerated and became due and payable, subject to an automatic stay under applicable bankruptcy law.

Upon our emergence from bankruptcy, the prepetition credit agreement was cancelled and terminated, including all agreements relating thereto, except to the extent necessary to allow the Debtors, reorganized Debtors or the administrative agent, as applicable, to make distributions pursuant to our Plan of Reorganization on account of claims related to such prepetition credit agreement and to perform certain other administrative duties thereunder.

Prepetition senior notes and prepetition senior subordinated notes. In connection with the 2004 Acquisition, CSA U.S. issued $200.0 million aggregate principal amount of our prepetition senior notes, and $350.0 million aggregate principal amount of our prepetition senior subordinated notes. As a result of the filing of the Chapter 11 cases, all principal and accrued and unpaid interest outstanding under our prepetition senior notes and our prepetition senior subordinated notes accelerated and became due and payable, subject to an automatic stay under applicable bankruptcy law.

Upon our emergence from bankruptcy, our prepetition senior notes and our prepetition senior subordinated notes were cancelled and the indentures governing such obligations were terminated, except to the extent necessary to allow the Debtors, reorganized Debtors or the relevant trustee, as applicable, to make distributions pursuant to our Plan of Reorganization on account of claims related to such notes and perform certain other administrative duties or exercise certain protective rights thereunder.

DIP financing. In connection with the commencement of the Chapter 11 cases and the Canadian proceedings, we and certain of our subsidiaries entered into a Debtor-In-Possession Credit Agreement, dated August 5, 2009 (the “initial DIP credit agreement”) with various lenders party thereto. On December 2, 2009, Metzeler Automotive Profile Systems GmbH, a German limited liability company, became an additional borrower under our initial DIP credit agreement. Under our initial DIP credit agreement, we borrowed an aggregate of $175.0 million principal amount of superpriority senior secured term loans in order to finance our operating, working capital and other general corporate needs (including the payment of fees and expenses in accordance with the orders of the Bankruptcy Court and the Canadian Court authorizing such borrowings).

In order to refinance our initial DIP credit agreement on terms more favorable to us, we and certain of our subsidiaries entered into the DIP credit agreement on December 18, 2009 with various lenders party thereto, which provided for superpriority senior secured term loans in an aggregate principal amount of up to $175.0 million, subject to certain conditions, and an uncommitted $25.0 million incremental facility.

Following the entry of a final order by the Bankruptcy Court approving our DIP credit agreement, on December 29, 2009, we borrowed $175.0 million under our DIP credit agreement. All of the proceeds of the borrowings under our DIP credit agreement, together with our cash on hand, were used to repay all borrowings and amounts outstanding under our initial DIP credit agreement, and to pay related fees and expenses. We prepaid $25.0 million of the borrowings under our DIP credit agreement on each of January 29, 2010, March 26, 2010, April 20, 2010 and May 18, 2010. In addition, we repaid $0.2 million on March 31, 2010. The remaining balance was repaid upon our emergence from bankruptcy, at which time our DIP credit agreement was cancelled and terminated, including all agreements related thereto.

Financing Arrangements—After Emergence from Bankruptcy Proceedings

As part of our Plan of Reorganization, we issued $450.0 million of our Senior Notes and entered into our $125.0 million Senior ABL Facility. Proceeds from our Senior Notes offering, together with proceeds of the rights offering and cash on hand, were used to pay claims under the prepetition credit agreement, our DIP credit agreement and the portion of the prepetition senior notes payable in cash, in full, together with related fees and expenses. Upon our emergence from bankruptcy, we had $479.3 million of outstanding indebtedness, consisting of $450.0 million of our Senior Notes and $29.3 million in other debt of certain of our foreign subsidiaries. We intend to fund our ongoing capital and working capital requirements through a combination of cash flows from operations and borrowings under our Senior ABL Facility. We anticipate that funds generated by operations and funds available under our Senior ABL Facility will be sufficient to meet working capital requirements for the next 12 months. Our Senior Notes and Senior ABL Facility are described below. For additional information, see Note 8. “Debt” to the consolidated financial statements.

Based on our current and anticipated levels of operations and the condition in our markets and industry, we believe that our cash on hand, cash flow from operations and availability under our Senior ABL Facility will enable us to meet our working capital, capital expenditures, debt service and other funding requirements for the foreseeable future. However, our ability to fund our working capital needs, debt payments and other obligations, and to comply with the financial covenants, including borrowing base limitations, under our Senior ABL Facility, depends on our future operating performance and cash flow and many factors outside of our control, including the costs of raw materials, the state of the overall automotive industry and financial and economic conditions and other factors. Any future acquisitions, joint ventures or other similar transactions will likely require additional capital and there can be no assurance that any such capital will be available to us on acceptable terms, if at all.

Senior ABL Facility

On the date of our emergence from bankruptcy, Cooper-Standard Holdings Inc. (“Parent”), CSA U.S. (the “Issuer” or the “U.S. Borrower”), CSA Canada (the “Canadian Borrower” and, together with the U.S. Borrower, the “Borrowers”), and certain subsidiaries of the U.S. Borrower entered into the Senior ABL Facility, with certain lenders, Bank of America, N.A., as agent (the “Agent”) for such lenders, Deutsche Bank Trust Company Americas, as syndication agent, and Banc of America Securities LLC, Deutsche Bank Securities Inc., UBS Securities LLC and Barclays Capital, as joint lead arrangers and bookrunners. A summary of our Senior ABL Facility is set forth below. This description is qualified in its entirety by reference to the credit agreement governing our Senior ABL Facility.

General. Our Senior ABL Facility provides for an aggregate revolving loan availability of up to $125.0 million, subject to borrowing base availability, including a $45.0 million letter of credit sub-facility and a $20.0 million swing line sub-facility. Our Senior ABL Facility also provides for an uncommitted $25.0 million incremental loan facility, for a potential total Senior ABL Facility of $150.0 million (if requested by the Borrowers and agreed to by the lenders). No consent of any lender (other than those participating in the increase) is required to effect any such increase.

Maturity. Any borrowings under our Senior ABL Facility will mature, and the commitments of the lenders under our Senior ABL Facility will terminate, on May 27, 2014.

Borrowing base. Loan (and letter of credit) availability under our Senior ABL Facility is subject to a borrowing base, which at any time is limited to the lesser of: (A) the maximum facility amount (subject to certain adjustments) and (B) (i) up to 85% of eligible accounts receivable; plus (ii) up to the lesser of 70% of eligible inventory or 85% of the appraised net orderly liquidation value of eligible inventory; minus reserves established by the Agent. The accounts receivable portion of the borrowing base is subject to certain formulaic limitations (including concentration limits). The inventory portion of the borrowing base is limited to eligible inventory, as determined by an independent appraisal. The borrowing base is also subject to certain reserves, which are established by the Agent (which may include changes to the advance rates indicated above). Loan availability under our Senior ABL Facility is apportioned, as follows: $100.0 million to the U.S. Borrower and $25.0 million to the Canadian Borrower.

Guarantees; security. The obligations of the U.S. Borrower under our Senior ABL Facility and cash management arrangements and interest rate, foreign currency or commodity swaps entered into by us, in each case with the lenders and their affiliates, or, collectively, additional ABL secured obligations, are guaranteed on a senior secured basis by Parent and all of Parent's wholly-owned U.S. subsidiaries (other than CS Automotive LLC), and the obligations of the Canadian Borrower under our Senior ABL Facility and additional ABL secured obligations of the Canadian Borrower and its Canadian subsidiaries are guaranteed on a senior secured basis by Parent, all of the Canadian subsidiaries of the Canadian Borrower and all of Parent's wholly-owned U.S. subsidiaries. The U.S. Borrower guarantees the additional ABL secured obligations of its subsidiaries and the Canadian Borrower guarantees the additional ABL secured obligations of its Canadian subsidiaries. The obligations under our Senior ABL Facility and related guarantees are secured by a first priority lien on all of each Borrower's and each guarantor's existing and future personal property consisting of accounts receivable, payment intangibles, inventory, documents, instruments, chattel paper and investment property, certain money, deposit accounts, securities accounts, letters of credit, commercial tort claims and certain related assets and proceeds of the foregoing.

Interest. Borrowings under our Senior ABL Facility bear interest at a rate equal to, at the Borrowers' option:

- in the case of borrowings by the U.S. Borrower, LIBOR or the base rate plus, in each case, an applicable margin; or
- in the case of borrowings by the Canadian Borrower, bankers' acceptance ("BA") rate, Canadian prime rate or Canadian base rate plus, in each case, an applicable margin.

The applicable margin may vary between 3.25% and 3.75% with respect to the LIBOR or BA-based borrowings and between 2.25% and 2.75% with respect to base rate, Canadian prime rate and Canadian base rate borrowings. The applicable margin is subject, in each case, to quarterly pricing adjustments based on usage over the immediately preceding quarter.

Covenants; events of default. Our Senior ABL Facility includes affirmative and negative covenants that will impose substantial restrictions on our financial and business operations, including our ability to incur and secure debt, make investments, sell assets, pay dividends or make acquisitions. Our Senior ABL Facility also includes a requirement to maintain a monthly fixed charge coverage ratio of no less than 1.1 to 1.0 when availability under our Senior ABL Facility is less than specified levels. Our Senior ABL Facility also contains various events of default that are customary for comparable facilities.

Our current revenue forecast for 2011 is determined from specific platform volume projections consistent with a North American and European light vehicle production estimate of 12.9 million units and 18.6 million units, respectively. Adverse changes to the vehicle production levels could have a negative impact on our future sales, liquidity, results of operations and ability to comply with our debt covenants under our Senior ABL Facility or any future financing arrangements we enter into. We took significant actions during the second half of 2008 and first quarter of 2009 to reduce our cost base and improve profitability. While we believe the vehicle production and other assumptions within our forecast are reasonable, we have also considered the possibility of even weaker demand. In addition to the potential impact of changes on our sales, our current operating performance and future compliance with the covenants under our Senior ABL Facility or any future financing arrangements we enter into are dependent upon a number of other external and internal factors, such as changes in raw material costs, changes in foreign currency rates, our ability to execute our cost savings initiatives, our ability to implement and achieve the savings expected by the changes in our operating structure and other factors beyond our control.

8 1/2% Senior Notes due 2018

On May 11, 2010, CSA Escrow Corporation (the "escrow issuer"), an indirect wholly-owned non-Debtor subsidiary of the Issuer closed an offering of $450.0 million aggregate principal amount of its Senior Notes. The

Senior Notes were issued in a private placement exempt from registration under the Securities Act. A summary description of the Senior Notes is set forth below. This description is qualified in its entirety by reference to the Senior Notes indenture.

General. The Senior Notes were issued pursuant to an indenture dated May 11, 2010 by and between the escrow issuer and the trustee thereunder. On the effective date of our Plan of Reorganization, the escrow issuer was merged with and into the Issuer, with the Issuer as the surviving entity, and upon the consummation of the merger, the Issuer assumed the obligations under the Senior Notes and the Senior Notes indenture and the guarantees by the guarantors described below became effective.

Guarantees. The Senior Notes are unconditionally guaranteed, jointly and severally, on a senior unsecured basis, by Parent and all of the Issuer's wholly-owned domestic restricted subsidiaries (collectively, the "guarantors" and, together with the Issuer, the "obligors"). If the Issuer or any of its domestic restricted subsidiaries acquires or creates another wholly-owned domestic restricted subsidiary that guarantees certain debt of the Issuer or a guarantor, such newly acquired or created subsidiary is also required to guarantee the Senior Notes.

Ranking. The Senior Notes and each guarantee constitute senior debt of the Issuer and each guarantor, respectively. The Senior Notes and each guarantee (1) rank equally in right of payment with all of the applicable obligor's existing and future senior debt, (2) rank senior in right of payment to all of the applicable obligor's existing and future subordinated debt, (3) are effectively subordinated in right of payment to all of the applicable obligor's existing and future secured indebtedness and secured obligations to the extent of the value of the collateral securing such indebtedness and obligations and (4) are structurally subordinated to all existing and future indebtedness and other liabilities of the Issuer's non-guarantor subsidiaries (other than indebtedness and liabilities owed to the Issuer or one of the guarantors).

Optional redemption. The Issuer has the right to redeem the Senior Notes at the redemption prices set forth below:

- on and after May 1, 2014, all or a portion of the Senior Notes may be redeemed at a redemption price of 104.250% of the principal amount thereof if redeemed during the twelve-month period beginning on May 1, 2014, 102.125% of the principal amount thereof if redeemed during the twelve-month period beginning on May 1, 2015, and 100% of the principal amount thereof if redeemed on or after May 1, 2016, in each case plus any accrued and unpaid interest to the redemption date;
- prior to May 1, 2013, up to 35% of the Senior Notes issued under the Senior Notes indenture may be redeemed with the proceeds from certain equity offerings at a redemption price of 108.50% of the principal amount thereof, plus any accrued and unpaid interest to the redemption date; and
- prior to May 1, 2014, all or a portion of the Senior Notes may be redeemed at a price equal to 100% of the principal amount thereof plus a make-whole premium.

Change of control. If a change of control occurs with respect to Parent or the Issuer, unless the Issuer has exercised its right to redeem all of the outstanding Senior Notes, each noteholder shall have the right to require that the Issuer repurchase such noteholder's Senior Notes at a purchase price in cash equal to 101% of the principal amount thereof plus accrued and unpaid interest, if any, to the date of purchase, subject to the right of the noteholders of record on the relevant record date to receive interest due on the relevant interest payment date.

Covenants. The Senior Notes indenture limits, among other things, the ability of the Issuer and its restricted subsidiaries, (currently, all majority owned subsidiaries) to pay dividends or make distributions, repurchase equity, prepay subordinated debt or make certain investments, incur additional debt or issue certain disqualified stock or preferred stock, sell assets, incur liens, enter into transactions with affiliates and allow to exist certain restrictions on the ability of a restricted subsidiary to pay dividends or to make other payments or loans to or transfer assets to the Issuer; in each case, subject to certain exclusions and other customary exceptions. The Senior Notes indenture also limits the ability of the Issuer, Parent and a subsidiary guarantor to merge or consolidate with another entity or sell all or substantially all of its assets. In addition, certain of these covenants will not be applicable during any period of time when the Senior Notes have an investment grade rating. The Senior Notes indenture contains customary events of default.

The Senior Notes were initially issued in a private placement which was exempt from registration under the Securities Act of 1933, as amended (the "Securities Act"). Pursuant to the terms of the registration rights agreement between the issuer, the guarantors and the initial purchasers of the Senior Notes, we consummated a registered exchange offer in February 2011, pursuant to which we exchanged all $450.0 million principal amount of the outstanding privately placed Senior Notes, or "old notes," for $450.0 million principal amount of new 8 1/2% Senior Notes due 2018, or "exchange notes." The exchange notes were issued under the same indenture as the old notes and are identical to the old notes, except that the new notes have been registered under the Securities Act. References herein to the "Senior Notes" refer to the old notes prior to the consummation of the exchange offer and to the exchange notes thereafter.

Non-GAAP Financial Measures

In evaluating our business, management considers EBITDA and Adjusted EBITDA as key indicators of our operating performance. Our management also uses EBITDA and Adjusted EBITDA:

- because similar measures are utilized in the calculation of the financial covenants and ratios contained in our financing arrangements;
- in developing our internal budgets and forecasts;
- as a significant factor in evaluating our management for compensation purposes;
- in evaluating potential acquisitions;
- in comparing our current operating results with corresponding historical periods and with the operational performance of other companies in our industry; and
- in presentations to the members of our board of directors to enable our board of directors to have the same measurement basis of operating performance as is used by management in their assessments of performance and in forecasting and budgeting for our company.

In addition, we believe EBITDA and Adjusted EBITDA and similar measures are widely used by investors, securities analysts and other interested parties in evaluating our performance. We define Adjusted EBITDA as net income (loss) plus provision for income tax expense (benefit), interest expense, net of interest income, depreciation and amortization or EBITDA, as adjusted for items that management does not consider to be reflective of our core operating performance. These adjustments include restructuring costs, impairment charges, non-cash fair value adjustments, acquisition related costs, professional fees and expenses associated with our reorganization, non-cash stock based compensation and non-cash gains and losses from certain foreign currency transactions and translation.

We calculate EBITDA and Adjusted EBITDA by adjusting net income (loss) to eliminate the impact of a number of items we do not consider indicative of our ongoing operating performance. You are encouraged to evaluate each adjustment and the reasons we consider it appropriate for supplemental analysis. EBITDA and Adjusted EBITDA are not financial measurements recognized under U.S. generally accepted accounting principles ("U.S. GAAP"), and when analyzing our operating performance, investors should use EBITDA and Adjusted EBITDA in addition to, and not as alternatives for, net income (loss), operating income, or any other performance measure derived in accordance with U.S. GAAP, or as an alternative to cash flow from operating activities as a measure of our liquidity. EBITDA and Adjusted EBITDA have limitations as analytical tools, and they should not be considered in isolation or as substitutes for analysis of our results of operations as reported under U.S. GAAP. These limitations include:

- they do not reflect our cash expenditures or future requirements for capital expenditure or contractual commitments;
- they do not reflect changes in, or cash requirements for, our working capital needs;
- they do not reflect interest expense or cash requirements necessary to service interest or principal payments under our Senior Notes and Senior ABL Facility;
- they do not reflect certain tax payments that may represent a reduction in cash available to us;
- although depreciation and amortization are non-cash charges, the assets being depreciated or amortized may have to be replaced in the future, and EBITDA and Adjusted EBITDA do not reflect cash requirements for such replacements; and
- other companies, including companies in our industry, may calculate these measures differently and, as the number of differences in the way companies calculate these measures increases, the degree of their usefulness as a comparative measure correspondingly decreases.

In addition, in evaluating Adjusted EBITDA, it should be noted that in the future we may incur expenses similar to the adjustments in the below presentation. Our presentation of Adjusted EBITDA should not be construed as an inference that our future results will be unaffected by unusual or non-recurring items.

The following table provides a reconciliation of EBITDA and Adjusted EBITDA to net income, which is the most directly comparable financial measure in accordance with U.S. GAAP (dollars in millions):

	Predecessor Five Months Ended May 31, 2010	Successor Seven Months Ended December 31, 2010
Net income	$ 636.3	$ 40.6
Provision for income tax expense	39.9	5.1
Interest expense, net of interest income	44.5	25.0
Depreciation and amortization	35.7	66.7
EBITDA	$ 756.4	$ 137.4
Reorganization and fresh-start accounting adjustments(1)	(660.0)	—
Restructuring(2)	5.9	0.5
Foreign exchange gains/losses(3)	17.2	(0.1)
Inventory write-up(4)	—	8.1
Stock-based compensation(5)	0.2	6.4
Severance(6)	—	5.8
Other	0.3	(1.6)
Adjusted EBITDA	$ 120.0	$ 156.5

(1) Reorganization and bankruptcy-related expenses, including professional fees.
(2) Includes non-cash restructuring.
(3) Foreign exchange gains and losses on prepetition debt and various intercompany loans.
(4) Reversal of fresh-start fair value inventory adjustment.
(5) Non-cash stock amortization expense and non-cash stock option expense.
(6) Severance costs associated with the right sizing of our German facilities.

Working capital

Historically, we have not generally experienced difficulties in collecting our accounts receivable, but the dynamics associated with the recent economic downturn have impacted both the amount of our receivables and the stressed ability for our customers to pay within normal terms. Certain government sponsored programs may ease these constraints, but pressure on accounts receivable will continue until vehicle sales and production volumes stabilize. As of December 31, 2010, we had net cash of $294.5 million.

Contractual Obligations

Our contractual cash obligations consist of legal commitments requiring us to make fixed or determinable cash payments, regardless of the contractual requirements of the vendor to provide future goods or services. Except as otherwise disclosed, this table does not include information on our recurring purchase of materials for use in production because our raw materials purchase contracts typically do not require fixed or minimum quantities.

The following table summarizes the total amounts due as of December 31, 2010 under all debt agreements, commitments and other contractual obligations.

	Payment due by period				
Contractual Obligations	Total	Less than 1 year	1-3 Years	3-5 years	More than 5 Years
			(dollars in millions)		
Debt obligations	$450.0	$ —	$ —	$ —	$ 450.0
Interest on debt obligations	286.9	38.3	76.5	76.5	95.6
Operating lease obligations	80.6	19.1	26.3	17.9	17.3
Other obligations(1)	65.8	58.9	6.0	0.6	0.3
Total	$883.3	$ 116.3	$ 108.8	$ 95.0	$ 563.2

(1) Noncancellable purchase order commitments for capital expenditures, other borrowings and capital lease obligations.

In addition to our contractual obligations and commitments set forth in the table above, we have employment arrangements with certain key executives that provide for continuity of management. These arrangements include payments of multiples of annual salary, certain incentives, and continuation of benefits upon the occurrence of specified events in a manner that is believed to be consistent with comparable companies.

We also have minimum funding requirements with respect to our pension obligations. We expect to make cash contributions of approximately $31.9 million to our domestic and foreign pension plan asset portfolios in 2011. Our minimum funding requirements after 2011 will depend on several factors, including the investment performance of our retirement plans and prevailing interest rates. Our funding obligations may also be affected by changes in applicable legal requirements. We also have payments due with respect to our postretirement benefit obligations. We do not prefund our postretirement benefit obligations. Rather, payments are made as costs are incurred by covered retirees. We expect other postretirement benefit net payments to be approximately $3.3 million in 2011.

We may be required to make significant cash outlays due to our unrecognized tax benefits. However, due to the uncertainty of the timing of future cash flows associated with our unrecognized tax benefits, we are unable to make reasonably reliable estimates of the period of cash settlement, if any, with the respective taxing authorities. Accordingly, unrecognized tax benefits of $2.8 million as of December 31, 2010 have been excluded from the contractual obligations table above. For further information related to unrecognized tax benefits, see Note 11. “Income Taxes” to the consolidated financial statements.

In addition, excluded from the contractual obligation table are open purchase orders at December 31, 2010 for raw materials and supplies used in the normal course of business, supply contracts with customers, distribution agreements, joint venture agreements and other contracts without express funding requirements.

Raw Materials and Manufactured Components

The principal raw materials for our business include fabricated metal-based components, synthetic rubber, carbon black, natural rubber, process oil and plastic components. We manage the procurement of our raw materials to assure supply and to obtain the most favorable pricing. For natural rubber, procurement is managed by buying in advance of production requirements and by buying in the spot market. For other principal materials, procurement arrangements include short-term supply agreements that may contain formula-based pricing based on commodity indices. These arrangements provide quantities needed to satisfy normal manufacturing demands.

We believe we have adequate sources for the supply of raw materials and components for our products with suppliers located around the world. We often use offshore suppliers for machined components, metal stampings, castings and other labor-intensive, economically freighted products.

Extreme fluctuations in material pricing have occurred in recent years adding challenges in forecasting supply costs. The inability to recover higher than anticipated material costs from our customers would impact our profitability.

Seasonal Trends

Sales to automotive customers are lowest during the months prior to model changeovers and during assembly plant shutdowns. These typically result in lower sales volumes during July, August, and December. However, economic conditions can change normal seasonality trends, resulting in reduced demand throughout the year. The impact of model changeovers and plant shutdowns is considerably less in years of reduced demand overall.

Restructuring

We continually evaluate alternatives in an effort to align our business with the changing needs of our customers and lower the operating costs of the Company. This may include the realignment of our existing manufacturing capacity, facility closures or similar actions. See Note 5. “Restructuring” to the consolidated financial statements included in this Annual Report on Form 10-K.

Critical Accounting Policies and Estimates

Our accounting policies are more fully described in Note 2. “Significant Accounting Policies,” to the consolidated financial statements. Application of these accounting principles requires management to make estimates and assumptions that affect the reported amounts of assets and liabilities, the disclosure of contingent assets and liabilities, and the reported amounts of revenues and expenses during the reporting period. Management bases its estimates and judgments on historical experience and on other factors that are believed to be reasonable under the circumstances, the results of which form the basis for making judgments about the carrying value of assets and liabilities that are not readily apparent from other sources. Actual results may differ from these estimates under different assumptions or conditions. We believe that of our significant accounting policies, the following may involve a higher degree of judgment or estimation than other accounting policies.

Adoption of Fresh-Start Accounting. We emerged from Chapter 11 bankruptcy proceedings on May 27, 2010. As a result, we adopted fresh-start accounting as (i) the reorganization value of the Predecessor’s assets immediately prior to the confirmation of the Plan of Reorganization was less than the total of all post-petition liabilities and allowed claims and (ii) the holders of the Predecessor’s existing voting shares immediately prior to the confirmation of the Plan of Reorganization received less than 50% of the voting shares of the emerging entity. GAAP requires the adoption of fresh-start accounting as of the Plan of Reorganization's confirmation date, or as of a later date when all material conditions precedent to the Plan of Reorganization becoming effective are resolved, which occurred on May 27, 2010. We elected to adopt fresh-start accounting as of May 31, 2010 to coincide with the timing of our normal May accounting period close. There were no transactions that occurred from May 28, 2010 through May 31, 2010, that would materially impact our consolidated financial position, results of operations or cash flows for the 2010 Successor or 2010 Predecessor periods.

Fresh-start accounting results in a new basis of accounting and reflects the allocation of our estimated fair value to our underlying assets and liabilities. Our estimates of fair value are inherently subject to significant uncertainties and contingencies beyond our reasonable control. Accordingly, there can be no assurance that the estimates, assumptions, valuations, appraisals and financial projections will be realized, and actual results could vary materially.

Our reorganization value was allocated to our assets in conformity with the procedures specified by ASC 805, "Business Combinations." The excess of reorganization value over the fair value of tangible and identifiable intangible assets was recorded as goodwill. Liabilities existing as of the effective date of the Plan of Reorganization, other than deferred taxes, were recorded at the present value of amounts expected to be paid using appropriate risk adjusted interest rates. Deferred taxes were determined in conformity with applicable income tax accounting standards. Predecessor accumulated depreciation, accumulated amortization, retained deficit, common stock and accumulated other comprehensive loss were eliminated.

For further information on fresh-start accounting, see Note 4. "Fresh-Start Accounting" to the consolidated financial statements included in this Annual Report on Form 10-K.

Reorganization. As a result of filing for Chapter 11 bankruptcy, we adopted ASC 852 on August 3, 2009. ASC 852 is applicable to companies in Chapter 11 and generally does not change the manner in which financial statements are prepared. However, among other disclosures, it does require that the financial statements for periods subsequent to the filing of the Chapter 11 petition distinguish transactions and events that are directly associated with the reorganization from the ongoing operations of the business. Revenues, expenses, realized gains and losses and provisions for losses that can be directly associated with the reorganization and restructuring of the business must be reported separately as reorganization items in the statements of operations. The balance sheet must distinguish prepetition liabilities subject to compromise from both those prepetition liabilities that are not subject to compromise and from post-petition liabilities. Liabilities that may be affected by a plan of reorganization must be reported at the amounts expected to be allowed, even if they may be settled for lesser amounts. In addition, reorganization items must be disclosed separately in the statement of cash flows. We have segregated those items as outlined above for all reporting periods subsequent to such date.

Pre-Production Costs Related to Long Term Supply Arrangements. Costs for molds, dies, and other tools owned by us to produce products under long-term supply arrangements are recorded at cost in property, plant, and equipment and amortized over the lesser of three years or the term of the related supply agreement. We expense all pre-production tooling costs related to customer-owned tools for which reimbursement is not contractually guaranteed by the customer.

Goodwill. As of December 31, 2009 and 2010, we had recorded goodwill of approximately $87.7 million and $137.0 million, respectively. Goodwill recorded as of December 31, 2010 reflects the adoption of fresh-start accounting, See Note 4. "Fresh-Start Accounting" to the consolidated financial statements. Goodwill is not amortized but is tested annually for impairment. We evaluate each reporting unit's fair value versus its carrying value annually or more frequently if events or changes in circumstances indicate that the carrying value may exceed the fair value of the reporting unit. Estimated fair values are based on the cash flows projected in the reporting units' strategic plans and long-range planning forecasts discounted at a risk-adjusted rate of return. We assess the reasonableness of these estimated fair values using market based multiples of comparable companies.

If the carrying value exceeds the fair value, an impairment loss is measured and recognized. Goodwill fair value measurements are classified within Level 3 of the fair value hierarchy, which are generally determined using unobservable inputs. We conduct our annual goodwill impairment as of October 1st of each year.

Our 2010 annual goodwill impairment analysis, completed as of the first day of the fourth quarter, resulted in no impairment. The fair value of our Europe, South America and Asia Pacific reporting units did not substantially exceed their corresponding carrying amount. We emerged from Chapter 11 on May 27, 2010 and our reporting units were fair valued at that time, therefore we would not expect the fair values of the reporting units to substantially exceed their corresponding carrying amounts. If different assumptions were used in our cash flow projections the fair values could be different and impairment of goodwill might be required to be recorded.

During the second quarter of 2009, several events occurred that indicated potential impairment of our goodwill. Such events included: (a) the Chapter 11 bankruptcy of both Chrysler and GM and unplanned plant shut-downs by both GM and Chrysler; (b) continued product volume risk and negative product mix changes; (c) commencement of negotiations with our sponsors, senior secured lenders, and bondholders to recapitalize our long term debt and equity; (d) recognition as the second quarter progressed that there was an increasing likelihood that we would breach our financial covenants under our prepetition credit agreement; and (e) our decision to defer our June 15, 2009 interest payment on our prepetition senior and senior subordinated notes pending the outcome of our quarterly financial results; (f) an analysis of whether we would meet our financial covenants for the past quarter and (g) negotiations with various constituencies. As a result of the combination of the above factors, we significantly reduced our projections in the second quarter.

Other significant assumptions used in the discounted cash flow model include discount rate, terminal value growth rate, future capital expenditures and changes in future working capital requirements. These assumptions were not modified significantly as part of the 2009 interim goodwill impairment assessment. The significant decrease in the financial projections resulted in an enterprise value significantly lower than the amount computed in connection with the 2008 annual impairment assessment. This significant decrease in enterprise value resulted in the carrying value of assets at all of our reporting units being greater than the related reporting units' fair value. As a result, we recorded goodwill impairment charges of $93.6 million in our North America reporting unit, $39.6 million in our Europe reporting unit, $22.6 million in our South America reporting unit and $1.4 million in our Asia Pacific reporting unit during the second quarter of 2009. While we believe our estimates of fair value are reasonable based upon current information and assumptions about future results, changes in our businesses, the markets for our products, the economic environment and numerous other factors could significantly alter our fair value estimates and result in future impairment of recorded goodwill in our North America and International reporting segments.

Long-Lived Assets. We monitor our long-lived assets for impairment indicators on an ongoing basis in accordance with ASC Topic 360, "Property, Plant, and Equipment." If impairment indicators exist, we perform the required analysis by comparing the undiscounted cash flows expected to be generated from the long-lived assets to the related net book values. If the net book value exceeds the undiscounted cash flows, an impairment loss is measured and recognized. An impairment loss is measured as the difference between the net book value and the fair value of the long-lived assets. Fair value is estimated based upon either discounted cash flow analyses or estimated salvage values. Cash flows are estimated using internal budgets based on recent sales data, independent automotive production volume estimates and customer commitments, as well as assumptions related to discount rates. Change in economic or operating conditions impacting these estimates and assumptions could result in the impairment of long-lived assets.

As a result of testing performed in 2009 in accordance with ASC 360, we recorded asset and definite lived intangible asset impairment charges of $3.8 million and $202.4 million, respectively. Of the $3.8 million of asset impairment charges, $1.1 million was recorded in our North America segment and $2.7 million was recorded in our International segment. Of the $202.4 million of definite lived intangible asset impairment charges, $148.1 million was recorded in our North America segment and $54.3 million was recorded in our International segment.

In connection with the adoption of fresh-start accounting an adjustment of $40.7 million was made to re-measure our property, plant, and equipment to their estimated fair value. See Note 4. “Fresh-Start Accounting,” to the consolidated financial statements.

Restructuring-Related Reserves. Specific accruals have been recorded in connection with restructuring initiatives, as well as the integration of acquired businesses. These accruals include estimates principally related to employee separation costs, the closure and/or consolidation of facilities, contractual obligations, and the valuation of certain assets. Actual amounts recognized could differ from the original estimates. Restructuring-related reserves are reviewed on a quarterly basis and changes to plans are appropriately recognized when identified. Changes to plans associated with the restructuring of existing businesses are generally recognized as employee separation and plant phaseout costs in the period the change occurs. For additional discussion, please refer to Note 5. “Restructuring” to the consolidated financial statements.

Revenue Recognition and Sales Commitments. We generally enter into agreements with our customers to produce products at the beginning of a vehicle’s life. Although such agreements do not generally provide for minimum quantities, once we enter into such agreements, fulfillment of our customers’ purchasing requirements can be our obligation for an extended period or the entire production life of the vehicle. These agreements generally may be terminated by our customer at any time. Historically, terminations of these agreements have been minimal. In certain limited instances, we may be committed under existing agreements to supply products to our customers at selling prices which are not sufficient to cover the direct cost to produce such products. In such situations, we recognize losses as they are incurred.

We receive blanket purchase orders from many of our customers on an annual basis. Generally, such purchase orders and related documents set forth the annual terms, including pricing, related to a particular vehicle model. Such purchase orders generally do not specify quantities. We recognize revenue based on the pricing terms included in our annual purchase orders as our products are shipped to our customers. As part of certain agreements, we are asked to provide our customers with annual cost reductions. We accrue for such amounts as a reduction of revenue as our products are shipped to our customers. In addition, we generally have ongoing adjustments to our pricing arrangements with our customers based on the related content and cost of our products. Such pricing accruals are adjusted as they are settled with our customers.

Amounts billed to customers related to shipping and handling are included in sales in our consolidated statements of operations. Shipping and handling costs are included in cost of sales in our consolidated statements of operations.

Income Taxes. In determining the provision for income taxes for financial statement purposes, we make estimates and judgments which affect our evaluation of the carrying value of our deferred tax assets as well as our calculation of certain tax liabilities. In accordance with ASC Topic 740, “Accounting for Income Taxes,” we evaluate the carrying value of our deferred tax assets on a quarterly basis. In completing this evaluation, we consider all available positive and negative evidence. Such evidence includes historical operating results, the existence of cumulative losses in the most recent fiscal years, expectations for future pretax operating income, the time period over which our temporary differences will reverse, and the implementation of feasible and prudent tax planning strategies. Deferred tax assets are reduced by a valuation allowance if, based on the weight of this evidence, it is more likely than not that all or a portion of the recorded deferred tax assets will not be realized in future periods.

During 2010, due to our recent operating performance in the United States and current industry conditions, we continued to assess, based upon all available evidence, that it was more likely than not that we would not realize our U.S. deferred tax assets. During 2010, our U.S. valuation allowance decreased by $53.5 million, primarily related to the reduction of tax attributes to offset the cancellation of debt income generated as part of the Chapter 11 bankruptcy.

At December 31, 2010, deferred tax assets for net operating loss and tax credit carry-forwards of $152.8 million were reduced by a valuation allowance of $103.4 million. These deferred tax assets relate principally to net operating loss carry-forwards in foreign subsidiaries in France, Italy, Germany, Brazil, China, Australia and Spain. They also relate to Special Economic Zone Credits in Poland, U.S foreign tax credits and state tax credits. Some of these can be utilized indefinitely, while others expire from 2011 through 2030. We intend to maintain these allowances until it is more likely than not that the deferred tax assets will be realized.

In addition, the calculation of our tax benefits and liabilities includes uncertainties in the application of complex tax regulations in a multitude of jurisdictions across our global operations. We recognize tax benefits and liabilities based on our estimate of whether, and the extent to which additional taxes will be due. We adjust these liabilities based on changing facts and circumstances; however, due to the complexity of some of these uncertainties and the impact of any tax audits, the ultimate resolutions may be materially different from our estimated liabilities. For further information, related to income taxes, see Note 11. "Income Taxes" to the consolidated financial statements.

Pensions and Postretirement Benefits Other Than Pensions. Included in our results of operations are significant pension and postretirement benefit costs, which are measured using actuarial valuations. Inherent in these valuations are key assumptions, including assumptions about discount rates and expected returns on plan assets. These assumptions are updated at the beginning of each fiscal year. We are required to consider current market conditions, including changes in interest rates, in making these assumptions. Changes in pension and postretirement benefit costs may occur in the future due to changes in these assumptions. Our net pension and postretirement benefit costs were approximately $1.7 million and $3.5 million, respectively, for the seven months ended December 31, 2010 and $5.1 million and $1.0 million respectively, for the five months ended May 31, 2010.

To develop the discount rate for each plan, the expected cash flows underlying the plan's benefit obligations were discounted using the December 31, 2010 Towers Watson RateLink Pension Index to determine a single equivalent rate. To develop our expected return on plan assets, we considered historical long-term asset return experience, the expected investment portfolio mix of plan assets and an estimate of long-term investment returns. To develop our expected portfolio mix of plan assets, we considered the duration of the plan liabilities and gave more weight to equity positions, including both public and private equity investments, than to fixed-income securities. Holding all other assumptions constant, a 1% increase or decrease in the discount rate would have decreased or increased the fiscal 2011 net periodic benefit cost expense by approximately $1.4 million or $0.6 million, respectively. Likewise, a 1% increase or decrease in the expected return on plan assets would have decreased or increased the fiscal 2011 net periodic benefit cost by approximately $2.7 million. Decreasing or increasing the discount rate by 1% would have increased or decreased the projected benefit obligations by approximately $47.7 million or $57.4 million, respectively. Aggregate pension net periodic benefit cost is forecasted to be approximately $4.1 million in 2011.

The rate of increase in medical costs assumed for the next five years was held constant with prior years to reflect both actual experience and projected expectations. The health care cost trend rate assumption has a significant effect on the amounts reported. Only certain employees hired are eligible to participate in our subsidized postretirement plan. A 1% change in the assumed health care cost trend rate would have increased or decreased the fiscal 2011 service and interest cost components by $0.2 million, and the projected benefit obligations would have increased or decreased by $3.6 million or $2.9 million, respectively. Aggregate other postretirement net periodic benefit cost is forecasted to be approximately $5.8 million in 2011.

The general funding policy is to contribute amounts deductible for U.S. federal income tax purposes or amounts required by local statute.

Derivative Financial Instruments. Derivative financial instruments are utilized by us to reduce foreign currency exchange and interest rate risk. We have established policies and procedures for risk assessment including the assessment of counterparty credit risk and the approval, reporting, and monitoring of derivative financial instrument activities. On the date the derivative is established, we designate the derivative as either a fair value hedge, a cash flow hedge, or a net investment hedge in accordance with its established policy. We do not enter into financial instruments for trading or speculative purposes.

By using derivative instruments to hedge exposures to changes in commodity prices and interest rates, we expose ourselves to credit risk. Credit risk is the failure of the counterparty to perform under the terms of the derivative contract. When the fair value of a derivative contract is positive, the counterparty owes us, which creates credit risk for us. When the fair value of a derivative contract is negative, we owe the counterparty and we do not possess credit risk. To mitigate credit risk, it is our policy to execute such instruments with creditworthy banks and not enter into derivatives for speculative purposes.

Use of Estimates. The preparation of the consolidated financial statements in conformity with U.S. GAAP requires management to make estimates and assumptions that affect the reported amounts of assets and liabilities as of the date of the consolidated financial statements and the reported amounts of revenues and expenses during the reporting period. During 2010, there were no material changes in the methods or policies used to establish estimates and assumptions. Generally, matters subject to estimation and judgment include amounts related to accounts receivable realization, inventory obsolescence, asset impairments, useful lives of intangible and fixed assets, unsettled pricing discussions with customers and suppliers, restructuring accruals, deferred tax asset valuation allowances and income taxes, pension and other post retirement benefit plan assumptions, accruals related to litigation, warranty and environmental remediation costs and self-insurance accruals. Actual results may differ from estimates provided.

Fair Value Measurements. We measure certain assets and liabilities at fair value on a non-recurring basis using unobservable inputs (Level 3 input based on the U.S. GAAP fair value hierarchy). For further information on these fair value measurements, see “—Goodwill,” “—Long-Lived Assets,” “—Restructuring-Related Reserves,” and “—Derivative Financial Instruments” above.

Recent Accounting Pronouncements

See Note 2. “Significant Accounting Policies,” to the consolidated financial statements.

Item 7A. Quantitative and Qualitative Disclosures About Market Risk

We are exposed to fluctuations in interest rates, currency exchange rates and commodity prices. Prior to filing our bankruptcy filing under Chapter 11we entered into derivative financial instruments to monitor our exposure to these risks, but as a result of the bankruptcy filing all but one of these instruments were dedesignated. We actively monitor our exposure to risk from changes in foreign currency exchange rates and interest rates through the use of derivative financial instruments in accordance with management’s guidelines. We do not enter into derivative instruments for trading purposes. See Item 7. “Management’s Discussion and Analysis of Financial Condition and Results of Operations—Critical Accounting Policies—Derivative Financial Instruments” and Item 8. “Financial Statements and Supplementary Data,” especially Note 21. “Fair Value of Financial Instruments” to the consolidated financial statements.

Foreign Currency Exchange Rate Risk. We use forward foreign exchange contracts to reduce the effect of fluctuations in foreign exchange rates on a portion of forecasted material purchases and operating expenses. As of December 31, 2010 there were no forward foreign exchange contracts outstanding.

In addition to transactional exposures, our operating results are impacted by the translation of our foreign operating income into U.S. dollars (“translation exposure”). In 2010, net sales outside of the United States accounted for 73% of our consolidated net sales, although certain non-U.S. sales are U.S. dollar denominated. We do not enter into foreign exchange contracts to mitigate this exposure.

Interest Rates. Prior to our bankruptcy filing under Chapter 11, our exposure to variable interest rates on outstanding variable rate debt instruments was partially managed by the use of interest rate swap contracts. These contracts converted certain variable rate debt obligations to fixed rate. These contracts were accounted for as cash flow hedges. At December 31, 2010 we had one interest rate swap contract outstanding with $6.6 million of notional amount pertaining to EURO denominated debt fixed at 4.14%.

Commodity Prices. We have commodity price risk with respect to purchases of certain raw materials, including natural gas and carbon black. Raw material, energy and commodity costs have been extremely volatile over the past several years. Prior to our bankruptcy filing under Chapter 11, we used derivative instruments to reduce our exposure to fluctuations in certain commodity prices. As of December 31, 2010, there were no commodity contracts outstanding. We will continue to evaluate, and may use, derivative financial instruments to manage our exposure to higher raw material, energy and commodity prices in the future.

Item 8. Financial Statements and Supplementary Data

INDEX TO CONSOLIDATED FINANCIAL STATEMENTS

Annual Financial Statements

Report of Independent Registered Public Accounting Firm

The Board of Directors and Shareholders of Cooper-Standard Holdings Inc.

We have audited the accompanying consolidated balance sheets of Cooper-Standard Holdings Inc. as of December 31, 2010 (Successor) and December 31, 2009 (Predecessor), and the related consolidated statements of operations, changes in equity (deficit) and cash flows for the period from June 1, 2010 to December 31, 2010 (Successor), the period from January 1, 2010 to May 31, 2010, and the years ended December 31, 2009 and 2008 (Predecessor). Our audits also included the financial statement schedule included in Item 8. These financial statements and schedule are the responsibility of the Company's management. Our responsibility is to express an opinion on these financial statements and schedule based on our audits.

We conducted our audits in accordance with the standards of the Public Company Accounting Oversight Board (United States). Those standards require that we plan and perform the audit to obtain reasonable assurance about whether the financial statements are free of material misstatement. An audit includes examining, on a test basis, evidence supporting the amounts and disclosures in the financial statements. An audit also includes assessing the accounting principles used and significant estimates made by management, as well as evaluating the overall financial statement presentation. We believe that our audits provide a reasonable basis for our opinion.

In our opinion, the consolidated financial statements referred to above present fairly, in all material respects, the consolidated financial position of Cooper-Standard Holdings Inc. as of December 31, 2010 (Successor) and December 31, 2009 (Predecessor), and the related consolidated statements of operations, changes in equity (deficit) and cash flows for the period from June 1, 2010 to December 31, 2010 (Successor), the period from January 1, 2010 to May 31, 2010, and the years ended December 31, 2009 and 2008 (Predecessor), in conformity with U.S. generally accepted accounting principles. Also, in our opinion, the related financial statement schedule, when considered in relation to the basic financial statements taken as a whole, presents fairly, in all material respects, the information set forth therein.

As discussed in Notes 1, 3 and 4 to the consolidated financial statements, on May 12, 2010, the United States Bankruptcy Court for the District of Delaware entered an order confirming the Plan of Reorganization, which became effective on May 27, 2010. Accordingly, the accompanying consolidated financial statements have been prepared in conformity with FASB Accounting Standards Codification™ 852, "Reorganizations," for the Successor as a new entity with assets, liabilities and a capital structure having carrying values that are not comparable to prior periods.

As discussed in Notes 9 and 10 to the consolidated financial statements, in 2008, the Predecessor changed its method of accounting for pension and other postretirement benefit plans, respectively.

We have also audited, in accordance with the standards of the Public Company Accounting Oversight Board (United States), Cooper-Standard Holdings Inc.'s internal control over financial reporting as of December 31, 2010, based on criteria established in Internal Control—Integrated Framework issued by the Committee of Sponsoring Organizations of the Treadway Commission, and our report dated March 21, 2011, expressed an unqualified opinion thereon.

/s/ Ernst & Young LLP

Detroit, Michigan
March 21, 2011

Report of Independent Registered Public Accounting Firm on Internal Control over Financial Reporting

The Board of Directors and Shareholders of Cooper-Standard Holdings Inc.

We have audited Cooper-Standard Holdings Inc.'s internal control over financial reporting as of December 31, 2010, based on criteria established in Internal Control—Integrated Framework issued by the Committee of Sponsoring Organizations of the Treadway Commission (the COSO criteria). Cooper-Standard Holdings Inc.'s management is responsible for maintaining effective internal control over financial reporting and for its assessment of the effectiveness of internal control over financial reporting included in Management's Annual Report on Internal Control Over Financial Reporting included in Item 9A. Our responsibility is to express an opinion on the Company's internal control over financial reporting based on our audit.

We conducted our audit in accordance with the standards of the Public Company Accounting Oversight Board (United States). Those standards require that we plan and perform the audit to obtain reasonable assurance about whether effective internal control over financial reporting was maintained in all material respects. Our audit included obtaining an understanding of internal control over financial reporting, assessing the risk that a material weakness exists, testing and evaluating the design and operating effectiveness of internal control based on the assessed risk and performing such other procedures as we considered necessary in the circumstances. We believe that our audit provides a reasonable basis for our opinion.

A company's internal control over financial reporting is a process designed to provide reasonable assurance regarding the reliability of financial reporting and the preparation of financial statements for external purposes in accordance with U.S. generally accepted accounting principles. A company's internal control over financial reporting includes those policies and procedures that (1) pertain to the maintenance of records that, in reasonable detail, accurately and fairly reflect the transactions and dispositions of the assets of the company; (2) provide reasonable assurance that transactions are recorded as necessary to permit the preparation of financial statements in accordance with U.S. generally accepted accounting principles and that receipts and expenditures of the company are being made only in accordance with authorizations of management and directors of the company; and (3) provide reasonable assurance regarding prevention or timely detection of unauthorized acquisition, use or disposition of the company's assets that could have a material effect on the financial statements.

Because of its inherent limitations, internal control over financial reporting may not prevent or detect misstatements. Also, projections of any evaluation of effectiveness to future periods are subject to the risk that controls may become inadequate because of changes in conditions or that the degree of compliance with the policies or procedures may deteriorate.

In our opinion, Cooper-Standard Holdings Inc. maintained, in all material respects, effective internal control over financial reporting as of December 31, 2010, based on the COSO criteria.

We also have audited, in accordance with the standards of the Public Company Accounting Oversight Board (United States), the 2010 consolidated financial statements of Cooper-Standard Holdings Inc., and our report dated March 21, 2011, expressed an unqualified opinion thereon.

/s/ Ernst & Young LLP

Detroit, Michigan
March 21, 2011

COOPER-STANDARD HOLDINGS INC.
CONSOLIDATED STATEMENTS OF OPERATIONS
(Dollar amounts in thousands except per share amounts)

	Predecessor			Successor
	Year Ended December 31, 2008	Year Ended December 31, 2009	Five Months Ended May 31, 2010	Seven Months Ended December 31, 2010
Sales	$ 2,594,577	$ 1,945,259	$ 1,009,128	$ 1,405,019
Cost of products sold	2,260,063	1,678,953	832,201	1,172,350
Gross profit	334,514	266,306	176,927	232,669
Selling, administration & engineering expenses	231,709	199,552	92,166	159,573
Amortization of intangibles	30,996	14,976	319	8,982
Impairment charges	33,369	363,496	—	—
Restructuring	38,300	32,411	5,893	488
Operating profit (loss)	140	(344,129)	78,549	63,626
Interest expense, net of interest income	(92,894)	(64,333)	(44,505)	(25,017)
Equity earnings	897	4,036	3,613	3,397
Reorganization items and fresh-start accounting adjustments, net	—	(17,367)	660,048	—
Other income (expense), net	(1,368)	9,919	(21,156)	4,214
Income (loss) before income taxes	(93,225)	(411,874)	676,549	46,220
Provision (benefit) for income tax expense	29,295	(55,686)	39,940	5,095
Consolidated net income (loss)	(122,520)	(356,188)	636,609	41,125
Add: Net (income) loss attributed to noncontrolling interests	1,069	126	(322)	(549)
Net income (loss) attributable to Cooper-Standard Holdings Inc.	$ (121,451)	$ (356,062)	$ 636,287	$ 40,576
Net income available to Cooper-Standard Holdings Inc. common stockholders				$ 28,723
Basic net income per share attributable to Cooper-Standard Holdings Inc.				$ 1.64
Diluted net income per share attributable to Cooper-Standard Holdings Inc.				$ 1.55

The accompanying notes are an integral part of these consolidated financial statements.

COOPER-STANDARD HOLDINGS INC.
CONSOLIDATED BALANCE SHEETS
December 31, 2009 and 2010
(Dollar amounts in thousands except share amounts)

	Predecessor December 31, 2009	Successor December 31, 2010
Assets		
Current assets:		
Cash and cash equivalents	$ 380,254	$ 294,450
Accounts receivable, net	355,543	380,915
Inventories, net	111,575	122,043
Prepaid expenses	22,153	20,056
Other	76,454	40,857
Total current assets	945,979	858,321
Property, plant and equipment, net	586,179	589,504
Goodwill	87,728	137,000
Intangibles, net	10,549	149,642
Other assets	106,972	119,309
	$ 1,737,407	$ 1,853,776
Liabilities and Equity (Deficit)		
Current liabilities:		
Debt payable within one year	$ 18,204	$ 19,965
Debtor-in-possession financing	175,000	—
Accounts payable	166,346	176,001
Payroll liabilities	71,523	98,722
Accrued liabilities	87,073	113,831
Total current liabilities	518,146	408,519
Long-term debt	11,059	456,758
Pension benefits	148,936	164,595
Postretirement benefits other than pensions	76,261	80,053
Deferred tax liabilities	7,875	18,337
Other	19,727	32,122
Liabilities subject to compromise	1,261,903	—
7% Cumulative participating convertible preferred stock, $0.001 par value, 10,000,000 shares authorized at December 31, 2010, 1,052,444 shares issued and outstanding at December 31, 2010	—	130,339
Equity (deficit):		
Predecessor common stock, $0.01 par value, 4,000,000 shares authorized at December 31, 2009, 3,482,612 shares issued and outstanding at December 31, 2009	35	—
Common stock, $0.001 par value, 190,000,000 shares authorized at December 31, 2010, 18,376,112 shares issued and outstanding at December 31, 2010	—	17
Additional paid-in capital	356,316	478,706
Accumulated retained earnings (deficit)	(636,278)	35,842
Accumulated other comprehensive income (loss)	(31,037)	45,881
Total Cooper-Standard Holdings Inc. equity (deficit)	(310,964)	560,446
Noncontrolling interests	4,464	2,607
Total equity (deficit)	(306,500)	563,053
Total liabilities and equity (deficit)	$ 1,737,407	$ 1,853,776

The accompanying notes are an integral part of these consolidated financial statements.

COOPER-STANDARD HOLDINGS INC.
CONSOLIDATED STATEMENTS OF CHANGES IN EQUITY (DEFICIT)
(Dollar amounts in thousands except share amounts)

	Common Shares	Common Stock	Additional Paid-In Capital	Retained Earnings (Deficit)	Accumulated Other Comprehensive Income (Loss)	Cooper-Standard Holdings Inc. Equity (Deficit)	Non-Controlling Interest	Total Equity (Deficit)
Balance at December 31, 2007—Predecessor	3,483,600	$ 35	$ 354,874	$(155,339)	$ 68,988	$ 268,558	$ 8,243	$ 276,801
Adoption of ASC 715, measurement change				(3,426)		(3,426)		(3,426)
Transaction with affiliate							(1,741)	(1,741)
Dividends paid to noncontrolling interest							(662)	(662)
Repurchase of common stock	(4,500)		(540)			(540)		(540)
Stock-based compensation			560			560		560
Comprehensive income (loss):								
Net loss for 2008				(121,451)		(121,451)	(1,069)	(122,520)
Other comprehensive loss:								
Benefit plan liability, net of ($1,097) tax effect					(53,614)	(53,614)		(53,614)
Currency translation adjustment					(58,929)	(58,929)	(286)	(59,215)
Fair value change of derivatives, net of ($44) tax effect					(15,981)	(15,981)		(15,981)
Comprehensive loss						(249,975)	(1,355)	(251,330)
Balance at December 31, 2008—Predecessor	3,479,100	35	354,894	(280,216)	(59,536)	15,177	4,485	19,662
Issuance of common stock	3,512		88			88		88
Stock-based compensation			1,334			1,334		1,334
Comprehensive income (loss):								
Net loss for 2009				(356,062)		(356,062)	(126)	(356,188)
Other comprehensive income (loss):								
Benefit plan liability, net of $1,120 tax effect					(3,499)	(3,499)		(3,499)
Currency translation adjustment					25,898	25,898	105	26,003
Fair value change of derivatives, net of ($3,843) tax effect					6,100	6,100		6,100
Comprehensive loss						(327,563)	(21)	(327,584)
Balance at December 31, 2009—Predecessor	3,482,612	35	356,316	(636,278)	(31,037)	(310,964)	4,464	(306,500)
Issuance of common stock								—
Stock-based compensation			244			244		244
Deconsolidation of non-controlling interest and other							(4,622)	(4,622)
Comprehensive income (loss):								
Net income five months ended May 31, 2010				636,287		636,287	322	636,609
Other comprehensive income (loss):								
Benefit plan liability, net of $34 tax effect					126	126		126
Currency translation adjustment					(31,091)	(31,091)	17	(31,074)
Fair value change of derivatives, net of $194 tax effect					(81)	(81)		(81)
Comprehensive income						605,241	339	605,580
Reorganization and fresh start accounting adjustments	(3,482,612)	(35)	(356,560)	(9)	62,083	(294,521)	2,182	(292,339)
Balance at May 31, 2010—Predecessor	—	—	—	—	—	—	2,363	2,363
Issuance of common stock	17,489,693	17	473,275			473,292		473,292
Initial grant awards (Note 19)	859,971							
Balance at May 31, 2010—Successor	18,349,664	17	473,275	—	—	473,292	2,363	475,655
Stock-based compensation			5,431			5,431		5,431
Initial grant awards (Note 19)	26,448							
Dividends paid				(4,734)		(4,734)		(4,734)
Comprehensive income								
Net income seven months ended December 31, 2010				40,576		40,576	549	41,125
Other							(334)	(334)
Other comprehensive income:								
Benefit plan liability, net of ($489) tax effect					4,962	4,962		4,962
Currency translation adjustment					40,828	40,828	29	40,857
Fair value change of derivatives, net of ($36) tax effect					91	91		91
Comprehensive income						86,457	244	86,701
Balance at December 31, 2010—Successor	18,376,112	$ 17	$ 478,706	$ 35,842	$ 45,881	$ 560,446	$ 2,607	$ 563,053

The accompanying notes are an integral part of these consolidated financial statements.

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COOPER-STANDARD HOLDINGS INC.
CONSOLIDATED STATEMENTS OF CASH FLOWS
(Dollar amounts in thousands)

	Predecessor			Successor
	Year Ended December 31, 2008	Year Ended December 31, 2009	Five Months Ended May 31, 2010	Seven Months Ended December 31, 2010
Operating Activities:				
Consolidated net income (loss)	$ (122,520)	$ (356,188)	$ 636,609	$ 41,125
Adjustments to reconcile consolidated net income (loss) to net cash provided by (used in) operating activities:				
Depreciation	109,109	98,801	35,333	57,687
Amortization of intangibles	30,996	14,976	319	8,982
Impairment charges	33,369	363,496	—	—
Reorganization items and fresh-start adjustments	—	17,367	(660,048)	—
Non-cash restructuring charges	9,029	1,268	46	468
Gain on bond repurchase	(1,696)	(9,096)	—	—
Amortization of debt issuance cost	4,866	10,286	11,505	714
Stock-based compensation expense	1,264	1,361	244	6,351
Deferred income taxes	12,810	(41,316)	31,049	(7,760)
Changes in operating assets and liabilities:				
Accounts receivable	163,279	14,886	(33,553)	47,665
Inventories	28,062	9,914	(11,824)	7,663
Prepaid expenses	(2,880)	(974)	(6,412)	6,904
Accounts payable	(86,316)	50,081	(59,180)	(9,234)
Accrued liabilities	(28,148)	27,117	29,561	20,483
Other	(14,731)	(71,997)	(49,044)	(10,452)
Net cash provided by (used in) operating activities	136,493	129,982	(75,395)	170,596
Investing activities:				
Property, plant, and equipment	(92,125)	(46,113)	(22,935)	(54,441)
Acquisition of business, net of cash acquired	4,937	—	—	—
Gross proceeds from sale-leaseback transaction	8,556	—	—	—
Proceeds from sale of fixed assets	4,775	642	3,851	2,603
Net cash used in investing activities	(73,857)	(45,471)	(19,084)	(51,838)
Financing activities:				
Proceeds from issuance of debtor-in-possession financing	—	175,000	—	—
Payments on debtor-in-possession financing	—	(313)	(175,000)	—
Proceeds from issuance of long-term debt	—	—	450,000	—
Increase (decrease) in short term debt, net	37,004	24,104	(2,069)	3,879
Cash dividends paid	—	—	—	(3,163)
Principal payments on long-term debt	(16,528)	(11,646)	(709,574)	(2,123)
Issuance of common stock—Predecessor	—	88	—	—
Proceeds from issuance of preferred and common stock	—	—	355,000	—
Debt issuance cost—Predecessor	(561)	(20,592)	—	—
Debt issuance cost and back stop fees	—	—	(30,991)	—
Repurchase of common stock	(540)	—	—	—
Repurchase of bonds	(5,306)	(737)	—	—
Other	—	171	—	48
Net cash provided by (used in) financing activities	14,069	166,075	(112,634)	(1,359)
Effects of exchange rate changes on cash	(6,061)	18,147	5,528	(1,618)
Changes in cash and cash equivalents	70,644	268,733	(201,585)	115,781
Cash and cash equivalents at beginning of period	40,877	111,521	380,254	178,669
Cash and cash equivalents at end of period	$ 111,521	$ 380,254	$ 178,669	$ 294,450

The accompanying notes are an integral part of these consolidated financial statements.

NOTES TO CONSOLIDATED FINANCIAL STATEMENTS
(Dollar amounts in thousands except per share and share amounts)

1. Description of Business

Description of business

Cooper-Standard Holdings Inc. (the "Company," "we" or "us"), through its wholly-owned subsidiary CSA U.S., is a leading manufacturer of body sealing, AVS and fluid handling components, systems, subsystems and modules, primarily for use in passenger vehicles and light trucks, that are manufactured by global automotive OEMs and replacement markets. The Company conducts substantially all of its activities through its subsidiaries.

The Company believes that they are the largest global producer of body sealing systems, the second largest global producer of the types of fluid handling products that they manufacture and one of the largest North American producers of AVS business. They design and manufacture their products in each major region of the world through a disciplined and sustained approach to engineering and operational excellence. The Company operates in 66 manufacturing locations and nine design, engineering, and administrative locations in 18 countries around the world.

On May 27, 2010, the Company and certain of its U.S. and Canadian subsidiaries emerged from under Chapter 11 of the Bankruptcy Code. In accordance with the provisions of Financial Accounting Standards Board ("FASB") ASC 852, "*Reorganizations*," the Company adopted fresh-start accounting upon its emergence from Chapter 11 bankruptcy proceedings and became a new entity for financial reporting purposes as of June 1, 2010. Accordingly, the consolidated financial statements for the reporting entity subsequent to emergence from Chapter 11 bankruptcy proceedings (the "Successor") are not comparable to the consolidated financial statements for the reporting entity prior to emergence from Chapter 11 bankruptcy proceedings (the "Predecessor").

2. Significant Accounting Policies

Principles of combination and consolidation – The consolidated financial statements include the accounts of the Company and the wholly owned and less than wholly owned subsidiaries controlled by the Company. All material intercompany accounts and transactions have been eliminated. Acquired businesses are included in the consolidated financial statements from the dates of acquisition.

The equity method of accounting is followed for investments in which the Company does not have control, but does have the ability to exercise significant influence over operating and financial policies. Generally this occurs when ownership is between 20 to 50 percent. The cost method is followed in those situations where the Company's ownership is less than 20 percent and the Company does not have the ability to exercise significant influence. The investment totals at December 31, 2010 reflect the adoption of fresh-start accounting, see Note 4. "Fresh-Start Accounting" to the consolidated financial statements.

The Company's investment in NISCO, a 50 percent owned joint venture in the United States, is accounted for under the equity method. This investment totaled $13,400 and $22,886 at December 31, 2009 and 2010, respectively, and is included in other assets in the accompanying consolidated balance sheets. In 2010, the Company received from NISCO a dividend of $2,000 all of which was related to earnings.

The Company's investment in Guyoung, a 20 percent owned joint venture in Korea, is accounted for under the equity method. This investment totaled $1,370 and $1,633 at December 31, 2009 and 2010, respectively, and is included in other assets in the accompanying consolidated balance sheets.

NOTES TO CONSOLIDATED FINANCIAL STATEMENTS (Continued)
(Dollar amounts in thousands except per share and share amounts)

The Company's investment in HASCO, a 47.5 percent owned joint venture in China, is accounted for under the equity method. This investment totaled $20,994 and $24,344 at December 31, 2009 and 2010, respectively, and is included in other assets in the accompanying consolidated balance sheets. In 2010, the Company received from HASCO a dividend of $1,784 all of which was related to earnings.

Foreign currency – The financial statements of foreign subsidiaries are translated to U.S. dollars at the end-of-period exchange rates for assets and liabilities and at a weighted average exchange rate for each period for revenues and expenses. Translation adjustments for those subsidiaries whose local currency is their functional currency are recorded as a component of accumulated other comprehensive income (loss) in stockholders' equity. Transaction related gains and losses arising from fluctuations in currency exchange rates on transactions denominated in currencies other that the functional currency are recognized in earnings as incurred, except for those intercompany balances which are designated as long-term.

Cash and cash equivalents – The Company considers highly liquid investments with an original maturity of three months or less to be cash equivalents.

Accounts receivable – The Company records trade accounts receivable when revenue is recorded in accordance with its revenue recognition policy and relieves accounts receivable when payments are received from customers. Generally the Company does not require collateral for its accounts receivable.

Allowance for doubtful accounts – The allowance for doubtful accounts is established through charges to the provision for bad debts. The Company evaluates the adequacy of the allowance for doubtful accounts on a periodic basis. The evaluation includes historical trends in collections and write-offs, management's judgment of the probability of collecting accounts and management's evaluation of business risk. This evaluation is inherently subjective, as it requires estimates that are susceptible to revision as more information becomes available. The allowance for doubtful accounts was $5,871 and $993 at December 31, 2009 and 2010, respectively.

Advertising expense – Expenses incurred for advertising are generally expensed when incurred. Advertising expense was $1,080 for 2008, $345 for 2009, $258 for the five months ended May 31, 2010 and $426 for the seven months ended December 31, 2010.

Inventories – Inventories are valued at lower of cost or market. Cost is determined using the first-in, first-out method. Finished goods and work-in-process inventories include material, labor and manufacturing overhead costs. The Company records inventory reserves for inventory in excess of production and/or forecasted requirements and for obsolete inventory in production. As of December 31, 2009 and 2010, inventories are reflected net of reserves of $17,158 and $2,504, respectively.

	Predecessor December 31, 2009	Successor December 31, 2010
Finished goods	$ 27,826	$ 32,690
Work in process	25,616	27,223
Raw materials and supplies	58,133	62,130
	$ 111,575	$ 122,043

In connection with the adoption of fresh-start accounting, an $8,136 fair value write-up of inventory was recorded at May 31, 2010 in the Predecessor. Such inventory was liquidated as of December 31, 2010 by the Successor and recorded as an increase to cost of product sold.

NOTES TO CONSOLIDATED FINANCIAL STATEMENTS (Continued)
(Dollar amounts in thousands except per share and share amounts)

Derivative financial instruments – Derivative financial instruments are utilized by the Company to reduce foreign currency exchange, interest rate, and commodity price risks. The Company has established policies and procedures for risk assessment and the approval, reporting, and monitoring of derivative financial instrument activities. On the date the derivative is established, the Company designates the derivative as either a fair value hedge, a cash flow hedge, or a net investment hedge in accordance with its established policy. The Company does not enter into financial instruments for trading or speculative purposes.

Income taxes – Income tax expense in the consolidated and combined statements of operations is accounted for in accordance with ASC Topic 740, "*Accounting for Income Taxes,*" which requires the recognition of deferred income taxes using the liability method.

Deferred tax assets or liabilities are determined based on differences between financial reporting and tax bases of assets and liabilities and are measured using enacted tax laws and rates. A valuation allowance is provided on deferred tax assets if the Company determines that it is more likely than not that the asset will not be realized.

Long-lived assets – Property, plant, and equipment are recorded at cost and depreciated using primarily the straight-line method over their estimated useful lives. Leasehold improvements are amortized over the expected life of the asset or term of the lease, whichever is shorter. Intangibles with finite lives, which include technology and customer relationships, are amortized over their estimated useful lives. The Company evaluates the recoverability of long-lived assets when events and circumstances indicate that the assets may be impaired and the undiscounted net cash flows estimated to be generated by those assets are less than their carrying value. If the net carrying value exceeds the fair value, an impairment loss exists and is calculated based on a discounted cash flow analysis or estimated salvage value. Discounted cash flows are estimated using internal budgets and assumptions regarding discount rates and other factors.

Pre-Production Costs Related to Long Term Supply Arrangements – Costs for molds, dies, and other tools owned by the Company to produce products under long-term supply arrangements are recorded at cost in property, plant, and equipment and amortized over the lesser of three years or the term of the related supply agreement. The amounts capitalized were $9,324 and $5,813 at December 31, 2009 and 2010, respectively. The Company expenses all pre-production tooling costs related to customer-owned tools for which reimbursement is not contractually guaranteed by the customer. Reimbursable tooling costs included in other assets in the accompanying consolidated balance sheets was $2,561 and $8,537 at December 31, 2009 and 2010, respectively. Reimbursable tooling costs are recorded in accounts receivable in the accompanying consolidated balance sheets if considered a receivable in the next twelve months. At December 31, 2009 and 2010, $65,351 and $64,457, respectively, were included in accounts receivable for customer-owned tooling of which $40,510 and $38,829, respectively, was not yet invoiced to the customer.

Goodwill – Goodwill is not amortized but is tested annually for impairment by reporting unit which is determined in accordance with ASC Topic 350 "*Intangibles-Goodwill and Other*". The Company utilizes an income approach to estimate the fair value of each of its reporting units. The income approach is based on projected debt-free cash flow which is discounted to the present value using discount factors that consider the timing and risk of cash flows. The Company believes that this approach is appropriate because it provides a fair value estimate based upon the reporting unit's expected long-term operating cash flow performance. Fair value is estimated using recent automotive industry and specific platform production volume projections, which are based on both third-party and internally-developed forecasts, as well as commercial, wage and benefit, inflation and discount rate assumptions. Other significant assumptions include the weighted average cost of capital, terminal value growth rate, terminal value margin rates, future capital expenditures and changes in future working capital requirements. While there are inherent uncertainties related to the assumptions used and to management's application of these assumptions to this analysis, the Company believes that the income approach provides a reasonable estimate of the fair value of its reporting units. The Company conducts its annual goodwill impairment analysis as of October 1st of each year. The 2010 annual goodwill impairment analysis resulted in no impairment.

Revenue Recognition and Sales Commitments – The Company generally enters into agreements with their customers to produce products at the beginning of a vehicle's life. Although such agreements do not generally provide for minimum quantities, once they enter into such agreements, fulfillment of their customers' purchasing requirements can be their obligation for an extended period or the entire production life of the vehicle. These agreements generally may be terminated by their customer at any time. Historically, terminations of these agreements have been minimal. In certain limited instances, they may be committed under existing agreements to supply products to their customers at selling prices which are not sufficient to cover the direct cost to produce such products. In such situations, they recognize losses as they are incurred.

The Company receives blanket purchase orders from many of their customers on an annual basis. Generally, such purchase orders and related documents set forth the annual terms, including pricing, related to a particular vehicle model. Such purchase orders generally do not specify quantities. They recognize revenue based on the pricing terms included in their annual purchase orders as their products are shipped to their customers. As part of certain agreements, they are asked to provide their customers with annual cost reductions. They accrue for such amounts as a reduction of revenue as their products are shipped to their customers. In addition, they generally have ongoing adjustments to their pricing arrangements with their customers based on the related content and cost of their products. Such pricing accruals are adjusted as they are settled with their customers.

Amounts billed to customers related to shipping and handling are included in sales in their consolidated statements of operations. Shipping and handling costs are included in cost of sales in their consolidated statements of operations.

Research and development – Costs are charged to selling, administration and engineering expense as incurred and totaled $81,942 for 2008, $62,880 for 2009, $29,130 for the five months ended May 31, 2010 and $39,662 for the seven months ended December 31, 2010.

Stock-based compensation – The Company measures stock-based compensation expense at fair value in accordance with GAAP and recognizes such expenses over the vesting period of the stock-based employee awards. For further information related to the Company's stock-based compensation programs, see Note 19. "Stock Based Compensation."

Use of estimates – The preparation of financial statements in conformity with GAAP requires management to make estimates and assumptions that affect reported amounts of (1) revenues and expenses during the reporting period and (2) assets and liabilities, as well as disclosure of contingent assets and liabilities, at the date of the financial statements. Actual results could differ from those estimates.

Reclassifications – Certain amounts in prior periods' financial statements have been reclassified to conform to the presentation used in the 2010 Predecessor and Successor periods.

Recent accounting pronouncements

In December 2010, the FASB issued Accounting Standards Update ("ASU") 2010-28, "*Intangibles—Goodwill and Other (Topic 350)*." This ASU modifies the first step of the goodwill impairment test to include reporting units with zero or negative carrying amounts. For these reporting units, the second step of the goodwill impairment test shall be performed to measure the amount of impairment loss, if any; when it is more likely than not that a goodwill impairment exists. This ASU is effective for fiscal years and interim periods beginning after December 15, 2010. The Company has evaluated the ASU and does not believe it will have a material impact on the consolidated financial statements.

In December 2010, the FASB issued ASU 2010-29, "*Business Combinations (Topic 805)*." This ASU specifies that if a company presents comparative financial statements, the company should disclose revenue and earnings of the combined entity as though the business combination that occurred during the year had occurred as of the beginning of the comparable prior annual reporting period only. The ASU also expands the supplemental pro forma disclosures under Topic 805 to include a description of the nature and amount of material, nonrecurring pro forma adjustments directly attributable to the business combination included in the pro forma revenue and earnings. This ASU is effective prospectively for business combinations for which the acquisition date is on or after the beginning of the first annual reporting period beginning on or after December 15, 2010. Effective January 1, 2011, the Company adopted this ASU and will include all required disclosures in the notes to its consolidated financial statements, if applicable.

The FASB amended ASC 605, "*Revenue Recognition*," with ASU 2009-13, "*Revenue Recognition (Topic 605)—Multiple-Deliverable Revenue Arrangements*." If a revenue arrangement has multiple deliverables, this update requires the allocation of revenue to the separate deliverables based on relative selling prices. In addition, this update requires additional ongoing disclosures about an entity's multiple-element revenue arrangements. The provisions of this update were effective January 1, 2011. The effects of adoption were not significant.

In January 2010, the FASB issued ASU 2010-06, "*Guidance Amending Fair Value Disclosures for Interim and Annual Reporting Periods Beginning After December 15, 2009*." This guidance requires disclosures about transfers of financial instruments into and out of Level 1 and 2 designations and disclosures about purchases, sales, issuances and settlements of financial instruments with a Level 3 designation. The Company adopted this statement effective January 1, 2010. The adoption of ASU No. 2010-06 did not have a material impact on the Company's consolidated financial statements.

The FASB amended ASC 810, "*Consolidations*," with ASU 2009-17, "*Improvements to Financial Reporting by Enterprises Involved with Variable Interest Entities*." This update significantly changes the model for determining whether an entity is the primary beneficiary and should thus consolidate a variable interest entity. In addition, this update requires additional disclosures and an ongoing assessment of whether a variable interest entity should be consolidated. The provisions of this update were effective for annual reporting periods beginning after November 15, 2009. The effects of adoption were not significant.

3. Reorganization Under Chapter 11 of the Bankruptcy Code

Filing of Bankruptcy Cases

During the first half of 2009, the Company experienced a substantial decrease in revenues caused by the severe decline in worldwide automotive production that followed the global financial crisis that began in 2008. On August 3, 2009, the Company and each of its direct and indirect wholly-owned U.S. subsidiaries (collectively with the Company, the "Debtors") filed voluntary petitions for relief under Chapter 11 in the United States Bankruptcy Court for the District of Delaware (the "Bankruptcy Court") (Consolidated Case No. 09-12743(PJW)) (the "Chapter 11 Cases"). On August 4, 2009, the Company's Canadian subsidiary, Cooper-Standard Automotive Canada Limited, a corporation incorporated under the laws of Ontario ("CSA Canada"), commenced proceedings seeking relief from its creditors under Canada's Companies' Creditors Arrangement Act (the "Canadian Proceedings") in the Ontario Superior Court of Justice in Toronto, Canada (Commercial List) (the "Canadian Court"), court file no. 09-8307-00CL. The Company's subsidiaries and

NOTES TO CONSOLIDATED FINANCIAL STATEMENTS (Continued)

(Dollar amounts in thousands except per share and share amounts)

operations outside of the United States and Canada were not subject to the requirements of the Bankruptcy Code. On March 26, 2010, the Debtors filed with the Bankruptcy Court their Second Amended Joint Chapter 11 Plan of Reorganization (as amended and supplemented, the "Plan of Reorganization") and their First Amended Disclosure Statement (as amended and supplemented, the "Disclosure Statement"). On May 12, 2010, the Bankruptcy Court entered an order approving and confirming the Plan of Reorganization (the "Confirmation Order"). CSA Canada's plan of compromise or arrangement was sanctioned on April 16, 2010.

On May 27, 2010 (the "Effective Date"), the Debtors consummated the reorganization contemplated by the Plan of Reorganization and emerged from Chapter 11 bankruptcy proceedings.

Post-Emergence Capital Structure and Recent Events

Following the Effective Date, the Company's capital structure consisted of the following:

- *Senior ABL Facility*. A senior secured asset-based revolving credit facility in the aggregate principal amount of $125,000 (the "Senior ABL Facility"), which contains an uncommitted $25,000 "accordion" facility that will be available at the Company's request if the lenders at the time consent.
- *8 1/2% Senior Notes due 2018*. $450,000 of senior unsecured notes (the "Senior Notes") that bear interest at 8 1/2% per annum and mature on May 1, 2018.
- *Common stock, 7% preferred stock and warrants*. Equity securities comprised of (i) 17,489,693 shares of the Company's common stock, (ii) 1,000,000 shares of the Company's 7% cumulative participating convertible preferred stock ("7% preferred stock"), which are initially convertible into 4,290,788 shares of the Company's common stock, and (iii) 2,419,753 warrants ("warrants") to purchase up to an aggregate of 2,419,753 shares of the Company's common stock.

On the Effective Date, the Company issued to key employees of the Company, (i) 757,896 shares of common stock plus, subject to realized dilution on the warrants, an additional 104,075 shares of common stock as restricted stock, (ii) 41,664 shares of 7% preferred stock as restricted 7% preferred stock, and (iii) 702,509 options to purchase shares of common stock, plus, subject to realized dilution on the warrants, an additional 78,057 options to purchase shares of common stock. On the day after the Effective Date, the Company issued to certain of its directors and Oak Hill Advisors L.P. or its affiliates, 26,448 shares of common stock as restricted stock and 58,386 options to purchase shares of common stock. The Company also reserved 780,566 shares of common stock for future issuance to the Company's management. On July 19, 2010, the Company paid a dividend to holders of its outstanding 7% preferred stock in the form of 10,780 additional shares of 7% preferred stock.

For further information on the Senior ABL Facility and the Senior Notes, see Note 8. "Debt." For further information on our common stock, 7% preferred stock and warrants, see Note 18. "Capital Stock."

Satisfaction of Debtor-in-Possession Financing

In connection with the commencement of the Chapter 11 Cases and the Canadian Proceedings, the Company entered into debtor-in-possession financing arrangements. On the Effective Date, all remaining amounts outstanding under the Company's debtor-in-possession financing arrangement were repaid using proceeds of the Debtors' exit financing. For additional information on these financing arrangements, see Note 8. "Debt."

Cancellation of Certain Prepetition Obligations

Under the Plan of Reorganization, the Company's prepetition equity, debt and certain of its other obligations were cancelled and extinguished as follows:

- the Predecessor's equity interests, including common stock and any options, warrants, calls, subscriptions or other similar rights or other agreements, commitments or outstanding securities obligations, were cancelled and extinguished, and no distributions were made to the Predecessor's former equity holders;
- the Predecessor's prepetition debt securities were cancelled and the indentures governing such obligations were terminated (other than for the purposes of allowing holders of the notes to receive distributions under the Plan of Reorganization and allowing the trustees to exercise certain rights); and
- the Predecessor's prepetition credit agreement was cancelled and terminated, including all agreements related thereto (other than for the purposes of allowing creditors under that facility to receive distributions under the Plan of Reorganization and allowing the administrative agent to exercise certain rights).

For further information regarding the resolution of certain of the Company's other prepetition liabilities in accordance with the Plan of Reorganization, see Note 4. "Fresh-Start Accounting—Liabilities Subject to Compromise."

4. Fresh-Start Accounting

As discussed in Note 3. "Reorganization Under Chapter 11 of the Bankruptcy Code," the Debtors emerged from Chapter 11 bankruptcy proceedings on May 27, 2010. As a result, the Successor adopted fresh-start accounting as (i) the reorganization value of the Predecessor's assets immediately prior to the confirmation of the Plan of Reorganization was less than the total of all post-petition liabilities and allowed claims and (ii) the holders of the Predecessor's existing voting shares immediately prior to the confirmation of the Plan of Reorganization received less than 50% of the voting shares of the emerging entity. GAAP requires the adoption of fresh-start accounting as of the Plan of Reorganization's confirmation date, or as of a later date when all material conditions precedent to the Plan of Reorganization becoming effective are resolved, which occurred on May 27, 2010. The Company elected to adopt fresh-start accounting as of May 31, 2010 to coincide with the timing of its normal May accounting period close. There were no transactions that occurred from May 28, 2010 through May 31, 2010, that would materially impact the Company's consolidated financial position, results of operations or cash flows for the 2010 Successor or 2010 Predecessor periods.

Reorganization Value

The Bankruptcy Court confirmed the Plan of Reorganization, which included an enterprise value (or distributable value) of $1,025,000, assuming $50,000 of excess cash, as set forth in the Disclosure Statement. For purposes of the Plan of Reorganization and the Disclosure Statement, the Company and certain unsecured creditors agreed upon this value. This reorganization value was determined to be a fair and reasonable value and is within the range of values considered by the Bankruptcy Court as part of the confirmation process. The reorganization value reflects a number of factors and assumptions, including the Company's statements of operations and balance sheets, the Company's financial projections, the amount of cash to fund operations, current market conditions and a return to more normalized light vehicle production and sales volumes. The range of values considered by the Bankruptcy Court of $975,000 to $1,075,000 was determined using comparable public company trading multiples, precedent transactions analysis and discounted cash flow valuation methodologies.

NOTES TO CONSOLIDATED FINANCIAL STATEMENTS (Continued)
(Dollar amounts in thousands except per share and share amounts)

The comparable public company analysis identified a group of comparable companies giving consideration to lines of business, size, geographic footprint and customer base. The analysis compared the public market implied enterprise value for each comparable public company to its projected earnings before interest, taxes, depreciation and amortization ("EBITDA"). The calculated range of multiples for the comparable companies was used to estimate a range which was applied to the Company's projected EBITDA to determine a range of enterprise values for the reorganized company or the reorganization value.

Precedent transactions analysis estimates the value of a company by examining public merger and acquisition transactions. An analysis of a company's transaction value as a multiple of various operating statistics provided industry-wide valuation multiples for companies in similar lines of business to the Debtors. Transaction multiples are calculated based on the purchase price (including any debt assumed) paid to acquire companies that are comparable to the Debtors. Prices paid as a multiple of revenue, earnings before interest and taxes and EBITDA were considered, which were then applied to the Debtors' key operating statistics to estimate the enterprise value, or value to a potential strategic buyer.

The discounted cash flow analysis was based on the Company's projected financial information, which includes a variety of estimates and assumptions. While the Company considers such estimates and assumptions reasonable, they are inherently subject to uncertainties and to a wide variety of significant business, economic and competitive risks, many of which are beyond the Company's control and may not materialize. Changes in these estimates and assumptions may have had a significant effect on the determination of the Company's reorganization value. The discounted cash flow analysis was based on recent automotive industry and specific platform production volume projections developed by both third-party and internal forecasts, as well as commercial, wage and benefit, inflation and discount rate assumptions. Other significant assumptions include terminal value growth rate, terminal value margin rate, future capital expenditures and changes in working capital requirements.

Reorganization Adjustments

The consolidated financial information gives effect to the following reorganization adjustments, the Plan of Reorganization and the implementation of the transactions contemplated by the Plan of Reorganization. These adjustments give effect to the terms of the Plan of Reorganization and certain underlying assumptions, which include, but are not limited to, the below.

- The issuance of the Senior Notes, which resulted in cash proceeds of $450,000.
- The issuance of 17.5 million shares of our common stock, including 8.6 million shares offered to holders of the Predecessor's prepetition senior subordinated notes in connection with the rights offering conducted pursuant to the Plan of Reorganization (the "Rights Offering"), 2.6 million shares to certain of the Debtors' creditors that agreed to backstop the Rights Offering (the "Backstop Parties") pursuant to an equity commitment agreement (the "Equity Commitment Agreement") and 6.3 million shares to certain holders of the Predecessor's prepetition senior notes and prepetition senior subordinated notes. The Company also issued shares of 7% preferred stock convertible into 4.3 million shares of common stock pursuant to the Equity Commitment Agreement. The Company received cash proceeds of $355,000 in connection with the Rights Offering and Equity Commitment Agreement and also received the full and complete satisfaction, settlement and release of allowed prepetition senior note claims and allowed prepetition senior subordinated note claims for such shares. In addition, the Company also issued warrants to purchase 2.4 million shares of common stock.
- The repayment of $175,000 of liabilities under the Debtors' Debtor-in-Possession Credit Agreement (the "DIP Credit Agreement"). On the Effective Date, each holder of an allowed DIP claim received, in

NOTES TO CONSOLIDATED FINANCIAL STATEMENTS (Continued)
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full and complete satisfaction, settlement and release of and in exchange for such allowed claim against the Debtors, an amount in cash equal to the allowed amount of such claim.

- The repayment of the $639,600, including interest, outstanding under the Predecessor's prepetition credit agreement in cash.
- The repayment of the $105,200, including interest, outstanding of the Predecessor's prepetition senior notes in cash.
- The effects of the above reorganization adjustments resulted in a decrease in interest expense, including the amortization of debt issuance costs, resulting from a lower level of debt.

Adoption of Fresh-Start Accounting

Fresh-start accounting results in a new basis of accounting and reflects the allocation of the Company's fair value to its underlying assets and liabilities. The Company's estimates of fair value included in the Successor's financial statements represent the Company's best estimates based on independent appraisals and valuations. The Company's estimates of fair value are inherently subject to significant uncertainties and contingencies beyond the control of the Company. Accordingly, there can be no assurance that the estimates, assumptions, valuations and appraisals will be realized, and actual results could vary materially.

The Company's reorganization value was allocated to its assets in conformity with ASC 805, "Business Combinations." The excess reorganization value over the fair value of tangible and identifiable intangible assets was recorded as goodwill. Liabilities existing as of the Effective Date, other than deferred taxes, were recorded at the present value of amounts expected to be paid using appropriate risk adjusted interest rates. Deferred taxes were determined in conformity with applicable income tax accounting standards. Predecessor accumulated depreciation, accumulated amortization, retained deficit, common stock and accumulated other comprehensive loss were eliminated.

The following Fresh-Start Consolidated Balance Sheet illustrates the financial effects on the Company of the implementation of the Plan of Reorganization and the adoption of fresh-start accounting. This Fresh-Start Consolidated Balance Sheet reflects the effects of the consummation of the transactions contemplated in the Plan of Reorganization, including settlement of various liabilities, issuance of certain securities, incurrence of new indebtedness, repayment of old indebtedness and other cash payments.

NOTES TO CONSOLIDATED FINANCIAL STATEMENTS (Continued)

(Dollar amounts in thousands except per share and share amounts)

	Predecessor May 31, 2010	Reorganization Adjustments(1)	Fresh-start Adjustments(9)	Successor May 31, 2010
Assets				
Current assets:				
Cash and cash equivalents	$ 200,311	$ (21,642)(2)	$ —	$ 178,669
Restricted cash	482,234	(482,234)(2)	—	—
Accounts receivable, net	409,041	—	—	409,041
Inventories, net	116,248	—	8,136	124,384
Prepaid expenses	26,931	(1,243)(3)	—	25,688
Other	36,858	(68)(2)	—	36,790
Total current assets	1,271,623	(505,187)	8,136	774,572
Property, plant and equipment, net	527,306	—	40,665	567,971
Goodwill	87,728	—	48,938	136,666(8)
Intangibles, net	10,294	—	144,711	155,005
Other assets	125,120	4,895(3)	(26,721)	103,294
	$ 2,022,071	$ (500,292)	$ 215,729	$1,737,508
Liabilities and Equity (Deficit)				
Current liabilities:				
Debt payable within one year	$ 15,335	$ —	$ —	$ 15,335
Debtor-in-possession financing	74,813	(74,813)(2)	—	—
Accounts payable	171,886	6,763(4)	—	178,649
Payroll liabilities	94,427	374(4)	(1,154)	93,647
Accrued liabilities	92,426	4,232(4)	(9,462)	87,196
Total current liabilities	448,887	(63,444)	(10,616)	374,827
Long-term debt	458,373	—	—	458,373
Pension benefits	134,278	12,473(4)	21,685	168,436
Postretirement benefits other than pensions	75,198	—	4,948	80,146
Deferred tax liabilities	9,218	(268)(4)	12,267	21,217
Other long-term liabilities	21,124	1,891(4)	7,839	30,854
Liabilities subject to compromise	1,213,781	(1,213,781)(4)	—	—
Total liabilities	2,360,859	(1,263,129)	36,123	1,133,853
Successor preferred stock	—	128,000(2)(4)	—	128,000
Equity (deficit):				
Successor common stock	—	17(2)(4)(7)	—	17
Successor additional paid-in capital	—	473,275(2)(4)(7)	—	473,275
Predecessor common stock	35	(35)(5)	—	—
Predecessor additional paid-in capital	356,560	(356,560)(5)	—	—
Accumulated deficit	(633,481)	518,130(6)	115,351	—
Accumulated other comprehensive loss	(62,083)	10(4)	62,073	—
Total Cooper-Standard Holdings Inc. equity (deficit)	(338,969)	634,837	177,424	473,292
Noncontrolling interests	181	—	2,182	2,363
Total equity (deficit)	(338,788)	634,837	179,606	475,655
Total liabilities and equity (deficit)	$ 2,022,071	$ (500,292)	$ 215,729	$1,737,508

(1) Represents amounts recorded as of the Effective Date for the consummation of the Plan of Reorganization, including the settlement of liabilities subject to compromise, the satisfaction of the DIP Credit Agreement, the incurrence of new indebtedness and related cash payments, the issuances of 7% preferred stock and common stock and the cancellation of the Predecessor's common stock.

NOTES TO CONSOLIDATED FINANCIAL STATEMENTS (Continued)
(Dollar amounts in thousands except per share and share amounts)

(2) This adjustment reflects net cash payments recorded as of the Effective Date.

Release of restricted cash(a)	$ 482,234
Cash received from Rights Offering	355,000
Payment of prepetition bank debt	(639,646)
Payment of prepetition senior notes	(105,227)
Repayment of DIP Credit Agreement	(75,777)
Other	(38,226)
Net cash payments	$ (21,642)

(a) Includes proceeds from issuance of long term debt held in restricted cash until the Effective Date.

(3) This adjustment reflects the capitalization of $4,895 of debt issuance costs related to the Senior ABL Facility.

(4) This adjustment reflects the settlement of liabilities subject to compromise (see “Liabilities Subject to Compromise” below).

Settlement of liabilities subject to compromise	$(1,213,781)
Liabilities settled by cash(a)	765,931
Issuance of Successor common stock, 7% preferred stock and warrants, net	258,716
Liabilities reinstated	26,891
Gain on settlement of liabilities subject to compromise	$ (162,243)

(a) Cash received from the sale of the Senior Notes and amounts received from the Rights Offering.

(5) This adjustment reflects the cancellation of the Predecessor’s common stock.

(6) This adjustment reflects the cumulative impact of the Reorganization Adjustments discussed above.

Gain on settlement of liabilities subject to compromise	$(162,243)
Cancellation of Predecessor’s common stock	(356,595)
Other	708
	$(518,130)

(7) A reconciliation of the reorganization value of the Successor’s common stock as of the Effective Date is shown below:

Reorganization value	$ 1,025,000
Less: Senior Notes	(450,000)
Other debt	(23,708)
7% preferred stock	(128,000)
Plus: Excess cash	50,000
Reorganization value of Successor’s common stock and warrants	473,292
Less: Fair value of warrants(a)	20,919
Reorganization value of Successor’s common stock	$ 452,373
Shares outstanding as of May 31, 2010(b)	17,489,693
Per share value(c)	$ 25.87

(a) For further information on the fair value of the warrants, see Note 18. “Capital Stock.”
(b) Does not include restricted shares issued to management upon emergence that vest over 3-4 years.

NOTES TO CONSOLIDATED FINANCIAL STATEMENTS (Continued)
(Dollar amounts in thousands except per share and share amounts)

(c) The per share value of $25.87 was used to record the issuance of the Successor's common stock.

(8) A reconciliation of the reorganization value of the Successor's assets and goodwill is shown below:

Reorganization value	$ 1,025,000
Plus: Liabilities (excluding debt and after giving effect to fresh-start accounting adjustments)	660,145
Fair value of noncontrolling interest	2,363
Excess cash	50,000
Reorganization value of Successor's assets	1,737,508
Less: Successor's assets (excluding goodwill and after giving effect to fresh-start accounting adjustments)	1,600,842
Reorganization value of Successor's assets in excess of fair value—Successor's goodwill	$ 136,666

(9) Represents the adjustment of assets and liabilities to fair value, or other measurement as specified by ASC 805, in conjunction with the adoption of fresh-start accounting. Significant adjustments are summarized below.

Elimination of Predecessor's goodwill	$ (87,728)
Successor's goodwill	136,666
Elimination of Predecessor's intangible assets	(10,294)
Successor's intangible asset adjustment(a)	155,005
Pension and other postretirement adjustments(b)	(30,680)
Inventory adjustment(c)	8,136
Property, plant and equipment adjustment(d)	40,665
Investments in non-consolidated affiliates adjustment(e)	9,021
Noncontrolling interest adjustments(e)	(2,182)
Elimination of Predecessor's accumulated other comprehensive loss and other adjustments	(78,678)
Pretax income on fresh-start accounting adjustments	139,931
Tax related to fresh-start accounting adjustments(f)	(24,580)
Net gain on fresh-start accounting adjustments	$ 115,351

(a) Intangible assets – This adjustment reflects the fair value of intangible assets determined as of the Effective Date. For further information on the valuation of intangible assets, see Note 7. "Goodwill and Intangibles."

(b) Defined benefit plans – This adjustment primarily reflects differences in assumptions, such as the expected return on plan assets and the weighted average discount rate related to the payment of benefit obligations, between the prior measurement date of December 31, 2009 and the Effective Date. The $(30,680) is reflected in the following: pension benefits $(21,685), postretirement benefits other than pension $(4,948), other assets $(4,701), accrued payroll $(591) and accrued liabilities $1,245 line items on the Fresh-Start Consolidated Balance Sheet.

(c) Inventory – This amount adjusts inventory to fair value as of the Effective Date, which is estimated for finished goods and work-in-process based upon the expected selling price less cost to complete, selling and disposal cost and a normal selling profit. Raw material inventory was recorded at a carrying value as such value approximates the replacement cost.

(d) Property, plant and equipment – This amount adjusts property, plant and equipment to fair value as of the Effective Date, giving consideration to the highest value and best use of these assets. Fair value estimates were based on independent appraisals. Key assumptions used in the appraisals were based on a combination of income, market and cost approaches, as appropriate.

NOTES TO CONSOLIDATED FINANCIAL STATEMENTS (Continued)
(Dollar amounts in thousands except per share and share amounts)

(e) Investments in non-consolidated and noncontrolling interests – These amounts adjust investments in non-consolidated affiliates and noncontrolling interests to their estimated fair values. Estimated fair values were based on internal and external valuations using customary valuation methodologies, including comparable earnings multiples, discounted cash flows and negotiated transaction values. The adjustment to investments in non-consolidated affiliates of $9,021 is included in the other assets line item on the Fresh-Start Consolidated Balance Sheet.

(f) Tax expense – This amount reflects the tax expense related to the fair value adjustments of inventory, property, plant and equipment, intangibles, tooling and investments and is included in the other assets $(17,313), accrued liabilities $5,000 and deferred tax liabilities $(12,267) line items on the Fresh-Start Consolidated Balance Sheet.

Liabilities Subject to Compromise

Certain prepetition liabilities were subject to compromise under the Plan of Reorganization and were reported at amounts allowed or expected to be allowed by the Bankruptcy Court. Certain of these claims were resolved and satisfied as of the Effective Date. A summary of liabilities subject to compromise reflected in the Predecessor consolidated balance sheet as of May 31, 2010, is shown below:

Predecessor—May 31, 2010	
Short-term borrowings	$ 85,503
Accounts payable	8,007
Accrued liabilities	23,433
Derivatives	18,081
Debt subject to compromise	
Prepetition primary credit facility	520,637
Prepetition senior notes	197,320
Prepetition senior subordinated notes	308,009
Accrued interest	52,791
Liabilities subject to compromise	$ 1,213,781

Reorganization Items and Fresh-Start Accounting Adjustments, net

Reorganization items include expenses, gains and losses directly related to the Debtors' reorganization proceedings. Fresh-start accounting adjustments reflect the impact of adoption of fresh-start accounting. A summary of reorganization items and fresh-start accounting adjustments, net for the Predecessor period, is shown below:

Pre-tax reorganization items:	
Professional and other fees	$ 48,701
Gain on prepetition settlement	(49,980)
Gain on settlement of liabilities subject to compromise	(162,243)
Cancellation of Predecessor common stock	(356,595)
	(520,117)
Pre-tax fresh-start accounting adjustments	(139,931)
Reorganization items and fresh-start accounting adjustments, net	$(660,048)

NOTES TO CONSOLIDATED FINANCIAL STATEMENTS (Continued)
(Dollar amounts in thousands except per share and share amounts)

5. Restructuring

The Company implemented several restructuring initiatives in prior years in connection with the closure of facilities in North America, Europe and Asia. The Company commenced these initiatives prior to December 31, 2007 and continued to execute the closures through December 31, 2010. The majority of the costs associated with the closures were incurred shortly after the original implementation. However, the Company continues to incur costs related principally to the liquidation of the respective facilities. The total expense incurred for the five months ended May 31, 2010 and seven months ended December 31, 2010 amounted to $470 and $308 respectively.

In July 2008, the Company implemented a restructuring action and announced the closure of two manufacturing facilities, one located in Australia and the other located in Germany. Both closures were a result of changes in market demands and volume reductions and are substantially completed as of December 31, 2010. However, the Company will continue to incur costs until the facilities are sold. The estimated total cost of these initiatives is approximately $21,500. The following table summarizes the activity related to these initiatives for the years ended December 31, 2009 and December 31, 2010:

	Employee Separation Costs	Other Exit Costs	Asset Impairments	Total
Balance at January 1, 2009—Predecessor	$ 13,460	$ —	$ —	$ 13,460
Expense	562	2,557	118	3,237
Cash payments	(12,579)	(2,322)	—	(14,901)
Utilization of reserve	—	—	(118)	(118)
Balance at December 31, 2009—Predecessor	$ 1,443	$ 235	$ —	$ 1,678
Expense	(460)	159	—	(301)
Cash payments	(724)	(318)	—	(1,042)
Balance at May 31, 2010	$ 259	$ 76	$ —	$ 335
Expense	71	184	423	678
Cash payments	(295)	(260)	—	(555)
Utilization of reserve	—	—	(423)	(423)
Balance at December 31, 2010—Successor	$ 35	$ —	$ —	$ 35

As a result of this initiative, a pension plan curtailment gain of $800 was recognized as a reduction to restructuring expense during the fourth quarter of 2009.

NOTES TO CONSOLIDATED FINANCIAL STATEMENTS (Continued)

(Dollar amounts in thousands except per share and share amounts)

During 2008, the Company commenced the initial phase of a reorganization ultimately involving the discontinuation of its global product line operating divisions, formerly called the Body & Chassis Systems division (which included the body sealing and AVS product lines) and the Fluid Systems division, and the establishment of a new operating structure organized on the basis of geographic regions. In the first quarter of 2009, the Company initiated the final phase of the reorganization of its operating structure, formally discontinuing its product line operating divisions and putting into place the new operating divisions based on geographic regions. The estimated cost of this initiative is approximately $25,600. The following table summarizes the activity for this initiative for the years ended December 31, 2009 and December 31, 2010:

	Employee Separation Costs	Other Exit Costs	Asset Impairments	Total
Balance at January 1, 2009—Predecessor	$ 3,929	$—	$ —	$ 3,929
Expense	18,704	86	—	18,790
Cash payments	(14,862)	(86)	—	(14,948)
Balance at December 31, 2009—Predecessor	$ 7,771	$—	$ —	$ 7,771
Expense	(450)	—	—	(450)
Cash payments	(3,297)	—	—	(3,297)
Balance at May 31, 2010	$ 4,024	$—	$ —	$ 4,024
Expense	(444)	—	—	(444)
Cash payments	(803)	—	—	(803)
Balance at December 31, 2010—Successor	$ 2,777	$—	$ —	$ 2,777

As a result of these initiatives a curtailment gain related to the other postretirement benefits of $3,404 was recognized as a reduction to restructuring expense during the fourth quarter of 2009.

The Company commenced several initiatives during 2009. These initiatives related to the reorganization or closure of operating facilities in South America, Europe and Asia Pacific. The estimated total cost associated with these actions amounts to $20,700. The following table summarizes the activity for these initiatives for the years ended December 31, 2009 and December 31, 2010:

	Employee Separation Costs	Other Exit Costs	Asset Impairments	Total
Balance at January 1, 2009—Predecessor	$ —	$ —	$ —	$ —
Expense	9,864	368	—	10,232
Cash payments	(5,649)	(312)	—	(5,961)
Balance at December 31, 2009—Predecessor	$ 4,215	$ 56	$ —	$ 4,271
Expense	5,168	314	(21)	5,461
Cash payments	(2,680)	(347)	21	(3,006)
Balance at May 31, 2010	$ 6,703	$ 23	$ —	$ 6,726
Expense	—	2,098	45	2,143
Cash payments	(5,536)	(1,901)	—	(7,437)
Utilization of reserve	—	—	(45)	(45)
Balance at December 31, 2010—Successor	$ 1,167	$ 220	$ —	$ 1,387

In 2010, the Company initiated the closure of a facility and the consolidation of other facilities. The estimated total costs of these initiatives amount to $3,100 and are expected to be completed in 2011. As part of this a European pension plan was frozen and a curtailment gain of $3,405 was recognized as a reduction to restructuring expense during the fourth quarter of 2010. The following table summarizes the activity for these initiatives for the year ended December 31, 2010:

(Dollar amounts in thousands except per share and share amounts)

	Employee Separation Costs	Other Exit Costs	Asset Impairments	Total
Balance at January 1, 2010—Predecessor	$ —	$ —	$ —	$ —
Expense	595	118	—	713
Cash payments	(132)	(118)	—	(250)
Balance at May 31, 2010	$ 463	$ —	$ —	$ 463
Expense	34	1,174	—	1,208
Cash payments	(333)	(1,174)	—	(1,507)
Balance at December 31, 2010—Successor	$ 164	$ —	$ —	$ 164

6. Property, Plant and Equipment

Property, plant and equipment is stated at cost; however as a result of the adoption of fresh-start accounting, property, plant and equipment was re-measured at estimated fair value as of May 31, 2010, see Note 4. “Fresh-Start Accounting.”

Property, plant and equipment is comprised of the following:

	Predecessor December 31, 2009	Successor December 31, 2010	Estimated Useful Lives
Land and improvements	$ 81,609	$ 89,633	10 to 25 years
Buildings and improvements	240,413	170,280	10 to 40 years
Machinery and equipment	696,259	335,300	5 to 10 years
Construction in Progress	41,499	52,497	
	1,059,780	647,710	
Accumulated depreciation	(473,601)	(58,206)	
Property, plant and equipment, net	$ 586,179	$ 589,504	

During 2009 it was determined that fixed assets at several of the Company’s locations were impaired. As a result of this impairment, property, plant and equipment was reduced by $3,825 during 2009.

Depreciation expense totaled $109,109 for 2008, $98,801 for 2009, $35,333 for the five months ended May 31, 2010 and $57,687 for the seven months ended December 31, 2010.

NOTES TO CONSOLIDATED FINANCIAL STATEMENTS (Continued)
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7. Goodwill and Intangibles

Goodwill

The changes in the carrying amount of goodwill by reportable operating segment for the years ended December 31, 2009 and 2010 are summarized as follows:

	North America	International	Total
Balance at January 1, 2009—Predecessor	$ 181,308	$ 63,653	$ 244,961
Impairment charge	(93,580)	(63,653)	(157,233)
Balance at December 31, 2009—Predecessor	$ 87,728	$ —	$ 87,728
Fresh-start accounting adjustments (Note 4)	28,778	20,160	48,938
Balance at May 31, 2010 —Successor	$ 116,506	$ 20,160	$ 136,666
Foreign exchange translation and other	(1,122)	1,456	334
Balance at December 31, 2010—Successor	$ 115,384	$ 21,616	$ 137,000

Goodwill is not amortized but is tested annually for impairment, or when events or circumstances indicate that impairment may exist, by reporting units, which are determined in accordance with ASC Topic 350. During the second quarter of 2009, several events occurred that indicated potential impairment of the Company's goodwill. Such events included: (a) the Chapter 11 bankruptcy of both Chrysler and GM and unplanned plant shut-downs; (b) continued product volume risk and negative product mix changes; (c) the Company's commencement of negotiations with its sponsors, senior secured lenders, and bondholders to recapitalize its long term debt and equity; (d) the Company's recognition as the second quarter progressed that there was an increasing likelihood that it would breach its financial covenants under its prepetition credit agreement; (e) the Company's decision to defer its June 15, 2009 interest payment on its prepetition senior and senior notes pending the outcome of its quarterly financial results; (f) an analysis of whether the Company would meet its financial covenants for the past quarter; and (g) negotiations with its various constituencies. As a result of the combination of the above factors in the second quarter, the Company significantly reduced its projections for the remainder of the year. This significant decrease in projections resulted in the carrying value of assets at all of the Company's reporting units being greater than the related reporting units' fair value. As a result, the Company recorded goodwill impairment charges of $93,580 in its North America reporting unit, $39,604 in its Europe reporting unit, $22,628 in its South America reporting unit and $1,421 in its Asia Pacific reporting unit during the second quarter of 2009. Our 2010 annual goodwill impairment analysis resulted in no impairment.

Other Intangible Assets

During the second quarter of 2009, the Company assessed the realization of its intangible assets in connection with revisions to the Company's projections as a result of the negotiations associated with the bankruptcy. The Company's undiscounted cash flows (as adjusted to reflect the current outlook) were not sufficient to support the realization of certain intangible assets. As a result the Company performed discounted cash flow analysis for each intangible asset and determined that the fair value of certain intangible assets exceeded the assets' respective fair value. During the second quarter of 2009, the Company recorded intangible impairment charges of $148,143 in its North America segment and $54,295 of intangible impairment charges in its International segment. The following table shows the impairment by intangible asset type:

Customer contracts	$ 68,177
Customer relationships	131,364
Developed technology	1,558
Trademarks and tradenames	1,339
Total intangible impairment	$202,438

NOTES TO CONSOLIDATED FINANCIAL STATEMENTS (Continued)
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The following table presents the Predecessor's intangible assets and accumulated amortization balances as of December 31, 2009:

	Gross Carrying Amount	Accumulated Amortization	Net Carrying Amount	Weighted Average Useful Life (Years)
Developed technology	$ 3,335	$ (1,479)	$ 1,856	4.6
Other	8,986	(293)	8,693	
Balance at December 31, 2009—Predecessor	$12,321	$ (1,772)	$10,549	4.6

Amortization expense totaled $30,996 and $14,976 for the years ended December 2008 and 2009, respectively.

In connection with the adoption of fresh-start accounting, the Company, with the assistance of independent appraisal, valued certain intangible assets at their estimated fair value, as of May 31, 2010. The value assigned to developed technology intangibles is based on the royalty savings method, which applies a hypothetical royalty rate to projected revenues attributable to the identified technologies. Royalty rates were determined based on analysis of market information. The customer-based intangible asset includes the Company's established relationship with its customers and the ability of these customers to generate future economic profits for the Company. A summary of intangible assets as of December 31, 2010 is shown below:

	Gross Carrying Amount	Accumulated Amortization	Net Carrying Amount	Weighted Average Useful Life (Years)
Customer relationships	$140,124	$ (8,035)	$132,089	9.6
Developed technology	9,600	(938)	8,662	5.7
Other	8,979	(88)	8,891	
Balance at December 31, 2010—Successor	$158,703	$ (9,061)	$149,642	9.2

Amortization expense totaled $319 and $8,982 for the five months ended May 31, 2010 and the seven months ended December 31, 2010, respectively. Estimated amortization expense will total approximately $15,500 over each of the next five years.

8. Debt

Outstanding debt consisted of the following at December 31, 2009 and 2010:

	Predecessor December 31, 2009	Successor December 31, 2010
Senior Notes	$ —	$ 450,000
DIP Credit Agreement	175,000	—
Other borrowings	29,263	26,723
Total debt	$ 204,263	$ 476,723
Less: Current portion of long term debt	(18,204)	(19,965)
DIP Credit Agreement	(175,000)	—
Total long-term debt	$ 11,059	$ 456,758

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8 1/2% Senior Notes due 2018

On May 11, 2010, CSA Escrow Corporation (the "Escrow Issuer"), an indirect wholly-owned non-Debtor subsidiary of CSA U.S., sold $450,000 aggregate principal amount of the Senior Notes. On the Effective Date, the Escrow Issuer was merged with and into CSA U.S. and CSA U.S. assumed the obligations under the Senior Notes and the Senior Notes indenture and the guarantees by the guarantors described below became effective. Proceeds from the Senior Notes, together with proceeds of the Rights Offering and cash on hand, were used to pay claims under the Predecessor's prepetition credit agreement, the DIP Credit Agreement and the portion of the Predecessor's prepetition senior notes payable in cash, in full, together with related fees and expenses.

The Senior Notes are unconditionally guaranteed, jointly and severally, on a senior unsecured basis, by Cooper-Standard Holdings Inc. and all of CSA U.S.'s wholly-owned domestic restricted subsidiaries (collectively, the "guarantors" and together with CSA U.S., the "obligors"). If CSA U.S. or any of its domestic restricted subsidiaries acquires or creates another wholly-owned domestic restricted subsidiary that guarantees certain debt of CSA U.S. or a guarantor, such newly acquired or created subsidiary is also required to guarantee the Senior Notes. The Senior Notes bear an interest rate of 8 1/2% and mature on May 1, 2018. Interest is payable semi-annually on May 1 and November 1.

The Senior Notes and each guarantee constitute senior debt of the CSA U.S. and each guarantor, respectively. The Senior Notes and each guarantee (1) rank equally in right of payment with all of the applicable obligor's existing and future senior debt, (2) rank senior in right of payment to all of the applicable obligor's existing and future subordinated debt, (3) are effectively subordinated in right of payment to all of the applicable obligor's existing and future secured indebtedness and secured obligations to the extent of the value of the collateral securing such indebtedness and obligations and (4) are structurally subordinated to all existing and future indebtedness and other liabilities of CSA U.S.'s non-guarantor subsidiaries (other than indebtedness and liabilities owed to CSA U.S. or one of the guarantors).

CSA U.S. has the right to redeem the Senior Notes at the redemption prices set forth below:

- on and after May 1, 2014, all or a portion of the Senior Notes may be redeemed at a redemption price of 104.250% of the principal amount thereof if redeemed during the twelve-month period beginning on May 1, 2014, 102.125% of the principal amount thereof if redeemed during the twelve-month period beginning on May 1, 2015, and 100% of the principal amount thereof if redeemed on or after May 1, 2016, in each case plus any accrued and unpaid interest to the redemption date;
- prior to May 1, 2013, up to 35% of the Senior Notes issued under the Senior Notes indenture may be redeemed with the proceeds from certain equity offerings at a redemption price of 108.50% of the principal amount thereof, plus any accrued and unpaid interest to the redemption date; and
- prior to May 1, 2014, all or a portion of the Senior Notes may be redeemed at a price equal to 100% of the principal amount thereof, plus a make-whole premium.

If a change of control occurs with respect to Cooper-Standard Holdings Inc. or CSA U.S., unless CSA U.S. has exercised its right to redeem all of the outstanding Senior Notes, each noteholder shall have the right to require that CSA U.S. repurchase such noteholder's Senior Notes at a purchase price in cash equal to 101% of the principal amount thereof plus accrued and unpaid interest, if any, to the date of purchase, subject to the right of the noteholders of record on the relevant record date to receive interest due on the relevant interest payment date.

The Senior Notes indenture limits, among other things, the ability of CSA U.S. and its restricted subsidiaries (currently, all majority owned subsidiaries) to pay dividends or make distributions, repurchase equity, prepay subordinated debt or make certain investments, incur additional debt or issue certain disqualified stock or preferred stock, sell assets, incur liens, enter into transactions with affiliates and allow to exist certain restrictions on the ability of a restricted subsidiary to pay dividends or to make other payments or loans to or transfer assets to CSA U.S. in each case, subject to certain exclusions and other customary exceptions. The Senior Notes indenture also limits the ability of CSA U.S., Cooper-Standard Holdings Inc. and a subsidiary guarantor to merge or consolidate with another entity or sell all or substantially all of its assets. In addition, certain of these covenants will not be applicable during any period of time when the Senior Notes have an investment grade rating. The Senior Notes indenture contains customary events of default.

The Senior Notes were initially issued in a private placement which was exempt from registration under the Securities Act. Pursuant to the terms of the registration rights agreement between the issuer, the guarantors and the initial purchasers of the Senior Notes, the Company consummated a registered exchange offer in February 2011, pursuant to which they exchanged all $450,000 principal amount of the outstanding privately placed Senior Notes, or “old notes,” for $450,000 principal amount of new 8 1/2% Senior Notes due 2018, or “exchange notes.” The exchange notes were issued under the same indenture as the old notes and are identical to the old notes, except that the new notes have been registered under the Securities Act. References herein to the “Senior Notes” refer to the old notes prior to the consummation of the exchange offer and to the exchange notes thereafter.

Senior ABL Facility

On the Effective Date, the Company, CSA U.S., CSA Canada (together with CSA U.S., the “Borrowers”) and certain subsidiaries of CSA U.S. entered into the Senior ABL Facility with certain lenders, Bank of America, N.A., as agent (the “Agent”), for such lenders, Deutsche Bank Trust Company Americas, as syndication agent, and Banc of America Securities LLC, Deutsche Bank Securities Inc., UBS Securities LLC and Barclays Capital, as joint lead arrangers and bookrunners. The Senior ABL Facility provides for an aggregate revolving loan availability of up to $125,000, subject to borrowing base availability, including a $45,000 letter of credit sub-facility and a $20,000 swing line sub-facility. The Senior ABL Facility also provides for an uncommitted $25,000 incremental loan facility, for a potential total Senior ABL Facility of $150,000 (if requested by the Borrowers and any existing lenders or new lenders agree to fund such increase). No consent of any lender (other than those participating in the increase) is required to effect any such increase. As of December 31, 2010, no amounts were drawn under the Senior ABL Facility, but there was approximately $33,242 of letters of credit outstanding.

Any borrowings under the Senior ABL Facility will mature, and the commitments of the lenders under the Senior ABL Facility will terminate, on May 27, 2014. Proceeds from the Senior ABL Facility were used by the Borrowers to pay certain secured and unsecured claims, administrative expenses and administrative claims as contemplated by the Plan of Reorganization. Proceeds of the Senior ABL Facility may also be used to issue commercial and standby letters of credit, to finance ongoing working capital needs and for general corporate purposes. Loan (and letter of credit) availability under the Senior ABL Facility is subject to a borrowing base, which at any time is limited to the lesser of: (A) the maximum facility amount (subject to certain adjustments) and (B) (i) up to 85% of eligible accounts receivable; plus (ii) up to the lesser of 70% of eligible inventory or 85% of the appraised net orderly liquidation value of eligible inventory; minus reserves established by the Agent. The accounts receivable portion of the borrowing base is subject to certain formulaic limitations (including concentration limits). The inventory portion of the borrowing base is limited to eligible inventory, as determined by an independent appraisal. The borrowing base is also subject to certain reserves, which are established by the Agent (which may include changes to the advance rates indicated above). Loan availability under the Senior ABL Facility is apportioned, as follows: $100,000 to CSA U.S. and $25,000 to CSA Canada.

The obligations of CSA U.S. under the Senior ABL Facility and cash management arrangements and interest rate, foreign currency or commodity swaps entered into by the Company, in each case with the lenders and their affiliates (collectively "Additional ABL Secured Obligations"), are guaranteed on a senior secured basis by the Company and all of our U.S. subsidiaries (other than CS Automotive LLC), and the obligations of CSA Canada under the Senior ABL Facility and Additional ABL Secured Obligations of CSA Canada and its Canadian subsidiaries are guaranteed on a senior secured basis by the Company, all of the Canadian subsidiaries of CSA Canada and all of the Company's U.S. subsidiaries. CSA U.S. guarantees the Additional ABL Secured Obligations of its subsidiaries and CSA Canada guarantees the Additional ABL Secured Obligations of its Canadian subsidiaries. The obligations under the Senior ABL Facility and related guarantees are secured by a first priority lien on all of each Borrower's and each guarantor's existing and future personal property consisting of accounts receivable, payment intangibles, inventory, documents, instruments, chattel paper and investment property, certain money, deposit accounts and securities accounts and certain related assets and proceeds of the foregoing.

Borrowings under the Senior ABL Facility bear interest at a rate equal to, at the Borrowers' option:

- in the case of borrowings by the U.S. Borrower, LIBOR or the base rate plus, in each case, an applicable margin; or
- in the case of borrowings by the Canadian Borrower, BA rate, Canadian prime rate or Canadian base rate plus, in each case, an applicable margin.

The applicable margin may vary between 3.25% and 3.75% with respect to the LIBOR or BA-based borrowings and between 2.25% and 2.75% with respect to base rate, Canadian prime rate and Canadian base rate borrowings. The applicable margin is subject, in each case, to quarterly pricing adjustments based on usage over the immediately preceding quarter.

In addition to paying interest on outstanding principal under the Senior ABL Facility, the Borrowers are required to pay a fee in respect of committed but unutilized commitments equal to 0.50% per annum when usage of the Senior ABL Facility (as apportioned between the U.S. and Canadian facilities) is greater than 50% and 0.75% per annum when usage of the Senior ABL Facility is equal to or less than 50%. The Borrowers are also required to pay a fee on outstanding letters of credit under the Senior ABL Facility at a rate equal to the applicable margin in respect of LIBOR based borrowings plus a fronting fee at a rate of 0.125% per annum to the issuer of such letters of credit, together with customary issuance and other letter of credit fees. The Senior ABL Facility also requires the payment of customary agency and administrative fees.

The Borrowers are able to voluntarily reduce the unutilized portion of the commitment amount and repay outstanding loans, in each case, in whole or in part, at any time without premium or penalty (other than customary breakage and related reemployment costs with respect to repayments of LIBOR-based borrowings).

The Senior ABL Facility includes affirmative and negative covenants that impose substantial restrictions on the Company's financial and business operations, including our ability to incur and secure debt, make investments, sell assets, pay dividends or make acquisitions. The Senior ABL Facility also includes a requirement to maintain a monthly fixed charge coverage ratio of no less than 1.1 to 1.0 when availability under the Senior ABL Facility is less than specified levels. The Senior ABL Facility also contains various events of default that are customary for comparable facilities.

Prepetition Debt

The filing of the Chapter 11 Cases by the Debtors on August 3, 2009 constituted a default or otherwise triggered repayment obligations under substantially all prepetition debt obligations of the Debtors, and as a result, the loan commitments of the lenders under the Predecessor's prepetition credit agreement were terminated and all principal and accrued and unpaid interest outstanding under the prepetition credit agreement and the Predecessor's prepetition notes accelerated and became due and payable (subject to the automatic stay under Chapter 11). As of the date of the filing of the Chapter 11 Cases, approximately $608,000 of principal and accrued and unpaid interest was outstanding under the Predecessor's prepetition credit agreement, approximately $208,800 of principal and accrued and unpaid interest was outstanding under the Predecessor's prepetition 7% senior notes due 2012 and approximately $329,900 of principal and accrued and unpaid interest was outstanding under the Predecessor's prepetition 8 $^{3}/_{8}$% senior subordinated notes due 2014. Approximately $639,600 of claims under the Predecessor's prepetition credit agreement were paid in full in cash on the Effective Date with proceeds of the Company's exit financing and obligations under the Predecessor's prepetition credit agreement were cancelled. Holders of the Predecessor's prepetition senior notes were paid in full in cash on the Effective Date, except that certain of the noteholders received a distribution of common stock in lieu of the cash payment for certain of their prepetition senior note claims. Holders of the prepetition senior subordinated notes were issued 8% of our outstanding common stock and warrants to purchase, in the aggregate, 3% of our outstanding common stock (in each case, assuming the conversion of our 7% preferred stock). Obligations under both the Predecessor's prepetition senior notes and prepetition senior subordinated notes were cancelled.

DIP Credit Agreement

On August 5, 2009, the Bankruptcy Court entered an interim order approving debtor-in-possession financing on an interim basis. Pursuant to this interim order, the Predecessor entered into a Debtor-In-Possession Credit Agreement, dated as of August 5, 2009 (the "Initial DIP Credit Agreement"), among the Company, CSA U.S., and CSA Canada, various lenders party thereto, Deutsche Bank Trust Company Americas, as administrative agent and collateral agent, Banc of America Securities LLC, General Electric Capital Corporation and UBS Securities LLC, as co-syndication agents, Deutsche Bank Trust Company Americas, as documentation agent, Deutsche Bank Securities Inc. and General Electric Capital Corporation, as joint lead arrangers and book runners, and Banc of America Securities LLC and UBS Securities LLC, as co-arrangers. The Predecessor received final approval of the Initial DIP Credit Agreement from the Bankruptcy Court on September 1, 2009. The Predecessor received approval of the Initial DIP Credit Agreement from the Canadian Court on August 6, 2009. The Initial DIP Credit Agreement was amended on August 31, 2009 and September 11, 2009. Both amendments primarily updated some post-closing non-U.S. collateral delivery requirements. In addition, on December 2, 2009, Metzeler Automotive Profile Systems GmbH, a German limited liability company (the "German Borrower" and together with CSA U.S. and CSA Canada, the "DIP Borrowers"), became an additional borrower under the Initial DIP Credit Agreement. Under the Initial DIP Credit Agreement, the DIP Borrowers borrowed an aggregate of $175,000 principal amount of superpriority senior secured term loans in order to finance their operating, working capital and other general corporate needs (including the payment of fees and expenses in accordance with the orders of the Bankruptcy Court and the Canadian Court authorizing such borrowings). The Initial DIP Credit Agreement also provided for an ability to incur up to an aggregate of $25,000 in uncommitted incremental debt.

In order to refinance the Initial DIP Credit Agreement on terms more favorable to the Predecessor, on December 18, 2009 the Predecessor entered the DIP Credit Agreement, among the Company, the DIP Borrowers, various lenders party thereto, Deutsche Bank Trust Company Americas, as the administrative agent (in such capacity, the "DIP Agent"), collateral agent and documentation agent, and Deutsche Bank Securities Inc., as syndication agent, sole lead arranger and book runner. Under the DIP Credit Agreement, the lenders party thereto committed to provide superpriority senior secured term loans to the DIP Borrowers in an aggregate principal amount of up to $175,000, subject to certain conditions. The DIP Credit Agreement also provided for an additional uncommitted $25,000 incremental facility, for a total DIP facility of up to $200,000.

The Predecessor prepaid $25,000 of the borrowings under the DIP Credit Agreement on each of January 29, 2010, March 26, 2010, April 20, 2010, and May 18, 2010. In addition, the Company repaid $188 on March 31,

NOTES TO CONSOLIDATED FINANCIAL STATEMENTS (Continued)
(Dollar amounts in thousands except per share and share amounts)

2010. The remaining balance was repaid on the Effective Date, at which time the DIP Credit Agreement was cancelled and terminated, including all agreements related thereto.

Other borrowings at December 31, 2009 and 2010 reflect borrowings under capital leases and local bank lines, including $15,075 and $17,419 of short-term notes payable, respectively, classified in debt payable within one year on the consolidated balance sheet.

The maturities of debt at December 31, 2010 are as follows:

2011	$ 19,965
2012	3,100
2013	2,814
2014	317
2015	237
Thereafter	450,290
	$476,723

Interest paid on third party debt was $95,419, $57,851, $31,898 and $20,508 for 2008, 2009, the five months ended May 31, 2010 and the seven months ended December, 31 2010, respectively.

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(Dollar amounts in thousands except per share and share amounts)

9. Pensions

The Company maintains defined benefit pension plans covering substantially all employees located in the United States. Benefits generally are based on compensation, length of service and age for salaried employees and on length of service for hourly employees. The Company's policy is to fund pension plans such that sufficient assets will be available to meet future benefit requirements. The Company also sponsors defined benefit pension plans for employees in some of its international locations.

The Company also sponsors defined contribution pension plans for certain salaried and hourly U.S. employees of the Company. Participation is voluntary. The Company matches contributions of participants, up to various limits based on its profitability, in substantially all plans. In 2010, the Company began offering a new retirement plan that includes Company non-elective contributions. Non-elective and matching contributions under these plans totaled $2,549 in 2008, $602 in 2009, $3,324 for the five months ended May 31, 2010 and $6,581 for the seven months ended December 31, 2010.

The following tables disclose information related to the Company's defined benefit pension plans.

	Predecessor				Successor	
	Year Ended December 31, 2009		Five Months Ended May 31, 2010		Seven Months Ended December 31, 2010	
	U.S.	Non-U.S.	U.S.	Non-U.S.	U.S.	Non-U.S.
Change in projected benefit obligation:						
Projected benefit obligations at beginning of period	$ 251,791	$ 113,484	$ 270,751	$ 128,391	$ 280,157	$ 129,852
Service cost—employer	2,826	2,292	870	787	1,307	1,426
Interest cost	15,146	7,146	6,279	2,877	8,973	4,032
Actuarial loss	18,509	9,071	7,189	13,121	10,554	495
Amendments	(227)	—	—	—	—	16
Benefits paid	(17,294)	(11,721)	(4,932)	(2,902)	(14,917)	(4,662)
Foreign currency exchange rate effect	—	7,763	—	(12,422)	—	8,729
Curtailment/Settlements	—	361	—	—	—	(3,405)
Other	—	(5)	—	—	—	28
Projected benefit obligations at end of period	$ 270,751	$ 128,391	$ 280,157	$ 129,852	$ 286,074	$ 136,511
Change in plans' assets:						
Fair value of plans' assets at beginning of period	$ 162,645	$ 41,122	$ 186,566	$ 50,746	$ 187,607	$ 51,241
Actual return on plans' assets	31,414	6,203	(152)	449	19,885	5,133
Employer contributions	9,801	8,826	6,125	3,958	3,403	6,037
Benefits paid	(17,294)	(11,721)	(4,932)	(3,116)	(14,917)	(4,662)
Foreign currency exchange rate effect	—	6,320	—	(796)	—	2,808
Other	—	(4)	—	—	—	—
Fair value of plans' assets at end of period	$ 186,566	$ 50,746	$ 187,607	$ 51,241	$ 195,978	$ 60,557
Funded status of the plans	$ (84,185)	$ (77,645)	$ (92,550)	$ (78,611)	$ (90,096)	$ (75,954)

NOTES TO CONSOLIDATED FINANCIAL STATEMENTS (Continued)

(Dollar amounts in thousands except per share and share amounts)

	Predecessor Year Ended December 31, 2009		Successor Seven Months Ended December 31, 2010	
	U.S.	Non-U.S.	U.S.	Non-U.S.
Amounts recognized in the balance sheets:				
Accrued liabilities (current)	$(12,847)	$ (4,418)	$ (550)	$ (4,084)
Pension benefits (long term)	(71,338)	(77,598)	(89,546)	(75,049)
Other assets	—	4,371	—	3,179
Net amount recognized at December 31	$(84,185)	$(77,645)	$(90,096)	$(75,954)

Included in cumulative other comprehensive loss at December 31, 2010 are the following amounts that have not yet been recognized in net periodic benefit cost: unrecognized prior service costs of $16 ($10 net of taxes) and unrecognized actuarial losses of $3,298 ($2,503 net of tax). The amounts included in cumulative other comprehensive loss and expected to be recognized in net periodic benefit cost during the fiscal year-ended December 31, 2011 are $1 and $40, respectively.

The accumulated benefit obligation for all domestic and international defined benefit pension plans was $268,911 and $123,131 at December 31, 2009 and $284,324 and $131,918 at December 31, 2010, respectively. As of December 31, 2009, the fair value of plan assets for two of the Company's defined benefit plans exceeded the projected benefit obligation of $45,920 by $4,371. As of December 31, 2010, the fair value of plan assets for two of the Company's defined benefit plans exceeded the projected benefit obligation of $29,942 by $3,179.

Weighted average assumptions used to determine benefit obligations at December 31:

	Predecessor 2009		Successor 2010	
	U.S.	Non-U.S.	U.S.	Non-U.S.
Discount rate	5.79%	5.66%	5.37%	5.18%
Rate of compensation increase	3.25%	3.46%	3.25%	3.26%

The following table provides the components of net periodic benefit cost for the plans:

	Predecessor Year Ended December 31, 2008		Predecessor Year Ended December 31, 2009		Predecessor Five Months Ended May 31, 2010		Successor Seven Months Ended December 31,2010	
	U.S.	Non-U.S.	U.S.	Non-U.S.	U.S.	Non-U.S.	U.S.	Non-U.S.
Service cost	$ 10,131	$ 3,439	$ 2,826	$ 2,292	$ 1,002	$ 893	$ 1,307	$ 1,426
Interest cost	15,516	7,634	15,146	7,146	6,278	2,871	8,973	4,032
Expected return on plan assets	(18,151)	(4,144)	(13,118)	(2,988)	(6,050)	(1,460)	(8,619)	(2,051)
Amortization of prior service cost, recognized actuarial loss and transistion obligation	191	453	3,840	201	1,467	70	—	—
Curtailment gain/settlement	—	—	(159)	(261)	—	—	—	(3,405)
Other	140	(56)	—	—	—	—	—	28
Net periodic benefit cost	$ 7,827	$ 7,326	$ 8,535	$ 6,390	$ 2,697	$ 2,374	$ 1,661	$ 30

NOTES TO CONSOLIDATED FINANCIAL STATEMENTS (Continued)
(Dollar amounts in thousands except per share and share amounts)

A curtailment gain of ($3,405) for the seven months ended December 31, 2010 included in the table above for one of the Company's international locations was recorded as a reduction to restructuring expense.

Weighted-average assumptions used to determine net periodic benefit costs for the years ended December 31 were:

	Predecessor						Successor	
	Year Ended December 31, 2008		Year Ended December 31, 2009		Five Months Ended May 31, 2010		Seven Months Ended December 31, 2010	
	U.S.	Non-U.S.	U.S.	Non-U.S.	U.S.	Non-U.S.	U.S.	Non-U.S.
Discount rate	6.25%	5.53%	6.18%	6.02%	5.79%	5.36%	5.55%	5.10%
Expected return on plan assets	8.00%	6.92%	8.00%	7.11%	8.00%	6.11%	8.00%	7.29%
Rate of compensation increase	3.25%	3.14%	3.25%	3.34%	3.25%	3.50%	3.25%	3.49%

Plan Assets

To develop the expected return on assets assumption, the Company considered the historical returns and the future expectations for returns for each asset class, as well as the target asset allocation of the pension portfolio.

The weighted average asset allocations for the Company's pension plans at December 31, 2009 and 2010 by asset category are approximately as follows:

	Predecessor 2009		Successor 2010	
	U.S.	Non-U.S.	U.S.	Non-U.S.
Equity securities	41%	53%	42%	47%
Debt securities	23%	47%	18%	53%
Real Estate	3%	0%	4%	0%
Balanced funds(1)	31%	0%	30%	0%
Cash and cash equivalents	2%	0%	6%	0%
	100%	100%	100%	100%

(1) Invested primarily in equity, fixed income and cash instruments.

Equity security investments are structured to achieve an equal balance between growth and value stocks. The Company determines the annual rate of return on pension assets by first analyzing the composition of its asset portfolio. Historical rates of return are applied to the portfolio. This computed rate of return is reviewed by the Company's investment advisors and actuaries. Industry comparables and other outside guidance is also considered in the annual selection of the expected rates of return on pension assets.

Investments in equity securities and debt securities are valued at fair value using a market approach and observable inputs, such as quoted market prices in active markets (Level 1 input based on the GAAP fair value hierarchy). Investments in Balanced Funds are valued at fair value using a market approach and inputs that are primarily directly or indirectly observable (Level 2 input based on the GAAP fair value hierarchy). Investments in Real Estate funds are primarily valued at fair value based on appraisals for each investment fund. The appraisals are considered an unobservable input (Level 3 input based on the GAAP fair value hierarchy). For further information on the GAAP fair value hierarchy, see Note 21. "Fair Value of Financial Instruments."

NOTES TO CONSOLIDATED FINANCIAL STATEMENTS (Continued)
(Dollar amounts in thousands except per share and share amounts)

The following table sets forth by level, within the fair value hierarchy established by FASB ASC Topic 820, the Company's pension plan assets at fair value as of December 31, 2010:

	Level One	Level Two	Level Three	Total
Investments				
Equity securities	$ 61,755	$ 49,054	$ —	$110,809
Debt securities	16,338	51,778	—	68,116
Real Estate	—	—	7,021	7,021
Balanced funds	17,884	36,227	4,254	58,365
Cash and cash equivalents	12,224	—	—	12,224
Total	$108,201	$137,059	$ 11,275	$256,535

The following is a reconciliation for which Level three inputs were used in determining fair value:

Beginning balance of assets classified as Level 3 as of January 1, 2010	$ 6,003
Net purchases	4,144
Total gains	1,128
Ending balance of assets classified as Level 3 as of December 31, 2010	$11,275

The Company estimates its benefit payments for its domestic and foreign pension plans during the next ten years to be as follows:

	U.S	Non-U.S	Total
2011	$ 15,348	$ 7,889	$ 23,237
2012	15,600	6,802	22,402
2013	16,032	6,893	22,925
2014	16,752	6,993	23,745
2015	17,476	7,584	25,060
2016 - 2020	102,502	41,596	144,098

The Company estimates it will make cash contributions of approximately $32,000 to its pension plans in 2011.

10. Postretirement Benefits Other Than Pensions

The Company provides certain retiree health care and life insurance benefits covering substantially all U.S. salaried and certain hourly employees and employees in Canada. Employees are generally eligible for benefits upon retirement and completion of a specified number of years of creditable service. Independent actuaries determine postretirement benefit costs for each applicable subsidiary of the Company. The Company's policy is to fund the cost of these postretirement benefits as these benefits become payable.

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The following tables disclose information related to the Company's postretirement benefit plans.

	Predecessor				Successor	
	Year Ended December 31, 2009		Five Months Ended May 31, 2010		Seven Months Ended December 31, 2010	
	U.S.	Non-U.S.	U.S.	Non-U.S.	U.S.	Non-U.S.
Change in benefit obligation:						
Benefit obligations at beginning of year	$ 58,905	$ 9,569	$ 57,036	$ 12,328	$ 59,380	$ 15,186
Service cost	1,307	446	481	163	705	308
Interest cost	3,493	796	1,341	353	1,893	506
Actuarial loss (gain)	(2,228)	749	1,177	2,574	(3,324)	1,109
Benefits paid	(2,073)	(486)	(690)	(238)	(1,198)	(390)
Curtailment gain	(2,433)	(748)	—	—	—	—
Plan change	(94)	—	—	—	17	—
Other	159	338	35	—	50	—
Foreign currency exchange rate effect	—	1,664	—	6	—	796
Benefit obligation at end of year	$ 57,036	$ 12,328	$ 59,380	$ 15,186	$ 57,523	$ 17,515
Funded status of the plans	$ (57,036)	$ (12,328)			$ (57,523)	$ (17,515)
Net amount recognized at December 31	$ (57,036)	$ (12,328)			$ (57,523)	$ (17,515)

Included in cumulative other comprehensive loss at December 31, 2010 are the following amounts that have not yet been recognized in net periodic benefit cost: unrecognized prior service credits of $17 net of tax and unrecognized actuarial gains of $2,185 ($2,486 net of tax). The amounts included in cumulative other comprehensive loss and expected to be recognized in net periodic benefit cost during the fiscal year ended December 31, 2011 is $2.

The following table provides the components of net periodic benefit costs for the plans:

	Predecessor						Successor	
	Year Ended December 31, 2008		Year Ended December 31, 2009		Five Months Ended May 31, 2010		Seven Months Ended December 31, 2010	
	U.S.	Non-U.S.	U.S.	Non-U.S.	U.S.	Non-U.S.	U.S.	Non-U.S.
Service cost	$ 1,471	$ 654	$ 1,307	$ 446	$ 481	$ 157	$ 705	$ 308
Interest cost	3,751	760	3,493	796	1,341	360	1,893	506
Amortization of prior service cost and recognized actuarial loss	(2,895)	—	(3,182)	(108)	(1,381)	(14)	—	—
Curtailment gain	—	—	(2,656)	(748)	—	—	—	—
Other	—	—	160	—	35	—	50	—
Net periodic benefit cost	$ 2,327	$ 1,414	$ (878)	$ 386	$ 476	$ 503	$ 2,648	$ 814

The curtailment gain for the year ended December 31, 2009 in the table above was recorded as a reduction to restructuring expense.

The weighted average assumed discount rate used to determine domestic benefit obligations was 5.80% and 5.35% at December 31, 2009 and 2010, respectively. The weighted-average assumed discount rate used to determine domestic net periodic benefit cost was 6.25%, 6.10%, 5.80% and 5.55% for 2008, 2009, the five months ended May 31,2010 and the seven months ended December 31, 2010, respectively.

NOTES TO CONSOLIDATED FINANCIAL STATEMENTS (Continued)
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The weighted average assumed discount rate used to determine international benefit obligations was 6.80% and 5.25% at December 31, 2009 and 2010, respectively. The weighted-average assumed discount rate used to determine international net periodic benefit cost was 5.50%, 7.50%, 6.80% and 5.65% for 2008, 2009, the five months ended May 31, 2010 and the seven months ended December 31, 2010, respectively.

At December 31, 2010, the weighted average assumed annual rate of increase in the cost of health care benefits (health care cost trend rate) was 8.35% for 2011 for the U.S. and 9.0% for Non-U.S. with both grading down over time to 5.0% in 2018. A one-percentage point change in the assumed health care cost trend rate would have had the following effects:

	Increase	Decrease
Effect on service and interest cost components	$ 195	$ (159)
Effect on projected benefit obligations	3,584	(2,926)

The Company estimates its benefit payments for its postretirement benefit plans during the next ten years to be as follows:

	U.S.	Non-U.S.	Total
2011	$ 2,759	$ 573	$ 3,332
2012	2,924	595	3,519
2013	3,080	601	3,681
2014	3,233	609	3,842
2015	3,420	628	4,048
2016 - 2020	19,859	3,572	23,431

Other post retirement benefits recorded in our consolidated balance sheets include $10,429 and $8,263 as of December 31, 2009 and 2010, respectively, for termination indemnity plans for two of our European locations.

11. Income Taxes

Components of the Company's income (loss) before income taxes and adjustment for non-controlling interests are as follows:

	Predecessor			Successor
	Year Ended December 31, 2008	Year Ended December 31, 2009	Five Months Ended May 31, 2010	Seven Months Ended December 31, 2010
Domestic	$ (124,515)	$ (285,177)	$ 517,609	$ 20,595
Foreign	31,290	(126,697)	158,940	25,625
	$ (93,225)	$ (411,874)	$ 676,549	$ 46,220

NOTES TO CONSOLIDATED FINANCIAL STATEMENTS (Continued)
(Dollar amounts in thousands except per share and share amounts)

The Company's provision (benefit) for income taxes consists of the following:

	Predecessor			Successor
	Year Ended December 31, 2008	Year Ended December 31, 2009	Five Months Ended May 31, 2010	Seven Months Ended December 31, 2010
Current				
Federal	$ —	$ (2,786)	$ —	$ —
State	701	417	2,003	(91)
Foreign	15,784	(12,001)	6,888	12,946
Deferred				
Federal	(1,236)	(4,850)	614	—
State	—	—	55	—
Foreign	14,046	(36,466)	30,380	(7,760)
	$ 29,295	$ (55,686)	$ 39,940	$ 5,095

The following schedule reconciles the United States statutory federal rate to the income tax provision:

	Predecessor			Successor
	Year Ended December 31, 2008	Year Ended December 31, 2009	Five Months Ended May 31, 2010	Seven Months Ended December 31, 2010
Tax at U.S. statutory rate	$ (32,629)	$ (144,156)	$ 236,792	$ 16,177
State and local taxes	(1,359)	(5,999)	7,899	1,606
Tax credits	(6,995)	(11,433)	(1,936)	(4,179)
Goodwill impairment	8,099	50,712	—	—
Reorganization items and fresh- start accounting adjustments, net	—	—	(162,569)	—
Liquidation of foreign subsidiary	17,703	—	—	—
US-Canada APA settlement	—	7,132	5,867	(651)
Effect of tax rate changes	(1,304)	(260)	—	(180)
Foreign withholding taxes	2,529	861	789	1,823
Effect of foreign tax rates	(6,828)	(1,141)	(7,376)	(3,788)
Valuation allowance	45,154	39,898	(38,915)	(5,377)
Other, net	4,925	8,700	(611)	(336)
Income tax provision	$ 29,295	$ (55,686)	$ 39,940	$ 5,095
Effective income tax rate	(31.4)%	13.5%	5.9%	11.0%

Payments(refunds), net for income taxes for the years ended December 31, 2008 and 2009, the five months ended May 31, 2010 and the seven months December 31, 2010 were $25,797, $(1,006), $6,584 and $4,367, respectively. These amounts do not include any payments or refunds of income taxes related to the US-Canada Advanced Pricing Agreement settlement.

Under the Bankruptcy Reorganization Plan, the Company's prepetition senior subordinated securities and other obligations were extinguished. Absent an exception, a debtor recognizes CODI upon discharge of its outstanding indebtedness for an amount of consideration that is less than its adjusted issue price. The IRC provides that a debtor in a bankruptcy case may exclude CODI from income but must reduce certain of its tax attributes by the amount of any CODI realized as a result of the consummation of a plan of reorganization. The

NOTES TO CONSOLIDATED FINANCIAL STATEMENTS (Continued)
(Dollar amounts in thousands except per share and share amounts)

amount of CODI realized by a taxpayer is the adjusted issue price of any indebtedness discharged less the sum of (i) the amount of cash paid, (ii) the issue price of any new indebtedness issued and (iii) the fair market value of any other consideration, including equity, issued. As a result of the market value of our equity upon emergence from Chapter 11 bankruptcy proceedings, our U.S. net operating loss carryforward will be reduced to zero, however a portion of our tax credit carryforwards (collectively, the “Tax Attributes”) will be retained after reduction of the Tax Attributes for CODI realized on emergence from Chapter 11 bankruptcy proceedings.

IRC Sections 382 and 383 provide an annual limitation with respect to the ability of a corporation to utilize its Tax Attributes, as well as certain built-in-losses, against future U.S. taxable income in the event of a change in ownership. The Company’s emergence from Chapter 11 bankruptcy proceedings is considered a change in ownership for purposes of IRC Section 382. The limitation under the IRC is based on the value of the corporation as of the emergence date. As a result, our future U.S. taxable income may not be fully offset by the Tax Attributes if such income exceeds our annual limitation, and we may incur a tax liability with respect to such income. In addition, subsequent changes in ownership for purposes of the IRC could further diminish the Company’s Tax Attributes.

Deferred tax assets and liabilities reflect the estimated tax effect of accumulated temporary differences between the basis of assets and liabilities for tax and financial reporting purposes, as well as net operating losses, tax credit and other carryforwards. Significant components of the Company’s deferred tax assets and liabilities at December 31 are as follows:

	Predecessor 2009	Successor 2010
Deferred tax assets:		
Postretirement and other benefits	$ 68,398	$ 80,630
Capitalized expenditures	10,892	9,015
Net operating loss and tax credit carryforwards	193,817	152,843
All other items	36,518	36,077
Total deferred tax assets	309,625	278,565
Deferred tax liabilities:		
Property, plant and equipment	(38,990)	(48,321)
Intangibles	—	(48,717)
All other items	(12,129)	(2,193)
Total deferred tax liabilities	(51,119)	(99,231)
Valuation allowances	(210,650)	(155,363)
Net deferred tax assets	$ 47,856	$ 23,971

Net deferred taxes in the consolidated balance sheet are as follows:

	Predecessor 2009	Successor 2010
Current assets	$ 7,239	$ 8,786
Non-current assets	58,555	39,461
Current liabilities	(10,063)	(5,939)
Non-current liabilities	(7,875)	(18,337)
	$ 47,856	$ 23,971

NOTES TO CONSOLIDATED FINANCIAL STATEMENTS (Continued)
(Dollar amounts in thousands except per share and share amounts)

At December 31, 2010, the Company's foreign subsidiaries, primarily in France, Brazil, Germany, and UK, have operating loss carryforwards aggregating $103,000 with indefinite expiration periods while Spain has an operating loss carryforward of $21,200 with expiration dates beginning in 2011. Other foreign subsidiaries in China, Mexico, Italy, Netherlands, and Korea have operating losses aggregating $60,400, with expiration dates beginning in 2013. The Company's Polish subsidiaries have special economic zone credits totaling $25,800. The Company's Czech Republic subsidiary has an income tax incentive totaling $5,400. The U.S. foreign tax credit carryforward is $44,400 with expiration dates beginning in 2015 and 2020. The Company and its domestic subsidiaries have anticipated tax benefits of state net operating losses and credit carryforwards of $21,000 with expiration dates beginning in 2011.

During 2010, due to our recent operating performance in the United States and current industry conditions, we continued to assess, based upon all available evidence, that it was more likely than not that we would not realize our U.S. deferred tax assets. During 2010, our U.S. valuation allowance decreased by $60,900, primarily related to the reduction of tax attributes to offset the cancellation of debt income generated as part of the Chapter 11 bankruptcy. Going forward, the need to maintain valuation allowances against deferred tax assets in the U.S. and other affected countries will cause variability in the Company's effective tax rate. The Company will maintain a full valuation allowance against our deferred tax assets in the U.S. and applicable foreign countries until sufficient positive evidence exists to eliminate them.

Deferred income taxes have not been provided on approximately $356,000 of undistributed earnings of foreign subsidiaries as such amounts are considered permanently reinvested. It is not practical to estimate any additional income taxes and applicable withholding taxes that would be payable on remittance of such undistributed earnings.

On June 23, 2009, a U. S. and Canadian bi-lateral Advanced Pricing Arrangement ("APA") with the Company was completed and signed. The settlement of the bi-lateral APA resulted in income tax refunds to CSA Canada for the years 2000 through 2007 totaling approximately CAD $88,000. Under the terms of the Stock Purchase Agreement with Cooper Tire and Rubber Company dated September 16, 2004, Cooper Tire and Rubber Company had a claim against the Company for the amount of tax refunds received by CSA Canada relating to the years 2000 through 2004. On July 27, 2009, CSA Canada received approximately CAD $80,000, which represented the federal portion of the expected refunds plus interest.

The Company, CSA U.S. and CSA Canada (collectively, the "Defendants") were named as defendants in an adversary proceeding (Case No. 09-52014 (PJW)) initiated by Cooper Tire & Rubber Company and Cooper Tire Rubber & Company UK Limited (together, "CTR") in the Bankruptcy Court on August 19, 2009 (the "CTR Adversary Proceeding"). CTR's complaint had sought a declaratory judgment that CTR was entitled to a portion of the CAD $80,000 tax refund received by CSA Canada from the Canadian government on July 27, 2009 and a portion of all future refunds received by CSA Canada, in each case relating to the period prior to the Company's 2004 Acquisition. CTR also sought imposition of a resulting trust or, in the alternative, a constructive trust in favor of CTR and turnover of the portion of the Canadian income tax refunds attributable to the years 2000 through 2004. In connection with the CTR Adversary Proceedings, the Defendants, CTR and the Official Committee of Unsecured Creditors appointed in the Chapter 11 Cases entered into an Agreement Concerning Terms and Conditions of a Compromise and Settlement, dated March 17, 2010 (the "CTR Settlement Agreement"). Under the terms of the CTR Settlement Agreement, CTR agreed to, among other things, dismiss its complaint in the Bankruptcy Court with prejudice and claim no further entitlement to the tax refunds. The Defendants agreed to, among other things, (i) pay CTR approximately $17,600 in cash and (ii) to obtain a release of CTR's obligations in connection with a guarantee of one of the Company's leases or, alternatively, provide a letter of credit in favor of CTR in the initial amount of $7,000 (but declining by $1,000 per year for seven years) to reimburse CTR for any amounts that it is required to pay the Company's landlord on account of such

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guarantee. The Defendants and CTR have also granted general mutual releases to each other with respect to claims and liabilities under the purchase agreement governing the Company's 2004 Acquisition and other claims and liabilities, subject to certain exceptions relating to certain continuing indemnification obligations. On April 15, 2010, the Bankruptcy Court issued an order approving the CTR Settlement Agreement. In May 2010, the Company received approximately CAD $33,000 of the remaining tax refund and related interest from Canada.

At December 31, 2010, the Company has $2,758 ($3,533 including interest and penalties) of total unrecognized tax benefits. Of this total, $2,601 represents the amount of unrecognized tax benefits that, if recognized, would affect the effective income tax rate. The total unrecognized tax benefits differ from the amount which would affect the effective tax rate due primarily to the impact of the valuation allowance.

A reconciliation of the beginning and ending amount of unrecognized tax benefits is as follows (in thousands):

	Predecessor			Successor
	Year Ended December 31, 2008	Year Ended December 31, 2009	Five Month Ended May 31, 2010	Seven Month Ended December 31, 2010
Balance at beginning of period	$ 3,930	$ 4,728	$ 3,218	$ 2,996
Tax positions related to the current period				
Gross additions	411	255	107	13
Gross reductions	—	—	—	(19)
Tax positions related to prior years				
Gross additions	1,127	—	—	1,676
Gross reductions	(244)	(1,086)	(79)	(1,443)
Settlements	(32)	(59)	(250)	—
Lapses on statutes of limitations	(464)	(620)	—	(465)
Balance at end of period	$ 4,728	$ 3,218	$ 2,996	$ 2,758

The Company, or one of its subsidiaries, files income tax returns in the United States and other foreign jurisdictions. The Internal Revenue Service (IRS) completed an examination of the Company's U.S. income tax returns for 2005 and 2006 during 2009. The only material adjustments were those related to the US and Canada Advanced Pricing Agreement. An examination of the Company's U.S. income tax returns for 2007 and 2008 is ongoing, with no significant adjustments anticipated. U.S. state and local jurisdictions for any taxable year prior to 2009 are generally limited to the amount of any tax claims they filed in the Bankruptcy Court by February 3, 2010. The Company's major foreign jurisdictions are Brazil, Canada, France, Germany, Italy, Mexico, and Poland. The Company is no longer subject to income tax examinations in major foreign jurisdictions for years prior to 2003.

During the next twelve months, it is reasonably possible that, as a result of audit settlements, the conclusion of current examinations and the expiration of the statute of limitations in certain jurisdictions, the Company may decrease the amount of its gross unrecognized tax benefits by approximately $2,254, of which an immaterial amount, if recognized, could impact the effective tax rate.

The Company classifies all tax related interest and penalties as income tax expense. The company has recorded in liabilities for 2008, 2009, the five months ended May 31, 2010 and the seven months December 31, 2010 $431, $436, $352, and $775, respectively, for tax related interest and penalties on its consolidated balance sheet.

NOTES TO CONSOLIDATED FINANCIAL STATEMENTS (Continued)
(Dollar amounts in thousands except per share and share amounts)

12. Lease Commitments

The Company rents certain manufacturing facilities and equipment under long-term leases expiring at various dates. Rental expense for operating leases was $23,331, $21,570, $9,525 and $11,668 for the years ended December 31, 2008 and 2009, the five months ended May 31, 2010 and the seven months December 31, 2010, respectively.

Future minimum payments for all non-cancelable operating leases are as follows:

2011	$19,133
2012	14,530
2013	11,698
2014	9,528
2015	8,402
Thereafter	17,260

13. Accumulated Other Comprehensive Income (Loss)

Cumulative other comprehensive income (loss) in the accompanying balance sheets consists of:

	Predecessor			Successor
	For the Year Ended		Five Months Ended	Seven Months Ended
	2008	2009	May 31, 2010	December 31, 2010
Cumulative currency translation adjustment	$ (1,424)	$ 24,474	$ (6,617)	$ 40,828
Benefit plan liability	(28,540)	(33,159)	(33,067)	5,451
Tax effect	(181)	939	973	(489)
Net	(28,721)	(32,220)	(32,094)	4,962
Fair value change of derivatives	(32,685)	(22,742)	(23,017)	127
Tax effect	3,294	(549)	(355)	(36)
Net	(29,391)	(23,291)	(23,372)	91
	$(59,536)	$(31,037)	$ (62,083)	$ 45,881

14. Contingent Liabilities

Employment Contracts

The Company has employment arrangements with certain key executives that provide for continuity of management. These arrangements include payments of multiples of annual salary, certain incentives, and continuation of benefits upon the occurrence of specified events in a manner that is believed to be consistent with comparable companies.

Unconditional Purchase Orders

Noncancellable purchase order commitments for capital expenditures made in the ordinary course of business were $19,252 and $38,948 at December 31, 2009 and 2010, respectively.

Legal and Other Claims

The Company is periodically involved in claims, litigation, and various legal matters that arise in the ordinary course of business. In addition, the Company conducts and monitors environmental investigations and

NOTES TO CONSOLIDATED FINANCIAL STATEMENTS (Continued)
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remedial actions at certain locations. Each of these matters is subject to various uncertainties, and some of these matters may be resolved unfavorably with respect to the Company. If appropriate, the Company establishes a reserve estimate for each matter and updates such estimate as additional information becomes available. Based on the information currently known to us, we do not believe that the ultimate resolution of any of these matters will have a material adverse effect on our financial condition, results of operations, or cash flows.

15. Other Income (Expense), net

The components of Other Income (Expense) for the years 2008, 2009, and 2010 are as follows:

	Predecessor			Successor
	For the Year Ended		Five Months Ended May 31, 2010	Seven Months Ended December 31, 2010
	2008	2009		
Foreign currency gains (losses)	$ (845)	$ 4,455	$ (20,779)	$ 3,355
Gain on debt repurchase	1,696	9,096	—	—
Interest rate swaps	—	(2,414)	—	—
Loss on sale of receivables	(2,219)	(1,218)	(377)	(715)
Miscellaneous income	—	—	—	1,574
Other income (expense)	$(1,368)	$ 9,919	$ (21,156)	$ 4,214

16. Related Party Transactions

Sales to NISCO, a 50% owned joint venture, totaled $26,658, $21,705, $12,273 and $16,032, in 2008, 2009, the five months ended May 31, 2010 and the seven months ended December 31, 2010, respectively.

Purchases of materials from Guyoung, a 20% owned joint venture, totaled $1,313, $4,204, $4,052 and $2,894 in 2008, 2009, the five months ended May 31, 2010 and the seven months ended December 31, 2010, respectively.

17. Net Income Per Share Attributable to Cooper-Standard Holdings Inc.

Basic net income per share attributable to Cooper-Standard Holdings Inc. was computed using the two-class method by dividing net income attributable to Cooper-Standard Holdings Inc., after deducting dividends on the Company's 7% preferred stock and undistributed earnings allocated to participating securities, by the average number of common shares outstanding during the period. The Company's shares of 7% preferred stock outstanding are considered participating securities. A summary of information used to compute basic net income per share attributable to Cooper-Standard Holdings Inc. is shown below:

	Successor
	Seven Months Ended December 31, 2010
Net Income attributable to Cooper-Standard Holdings Inc.	$ 40,576
Less: Preferred stock dividends (paid or unpaid)	(4,734)
Less: Undistributed earnings allocated to participating securities	(7,119)
Net income available to Cooper-Standard Holdings Inc. common stockholders	$ 28,723
Average shares of common stock outstanding	17,489,693
Basic net income per share attibutable to Cooper-Standard Holdings Inc.	$ 1.64

NOTES TO CONSOLIDATED FINANCIAL STATEMENTS (Continued)
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Diluted net income per share attributable to Cooper-Standard Holdings Inc. was computed using the treasury stock method dividing net income attributable to Cooper-Standard Holdings Inc. by the average number of shares of common stock outstanding, including the dilutive effect of common stock equivalents, using the average share price during the period. Diluted net income per share attributable to Cooper-Standard Holdings Inc. computed using the two-class method was anti-dilutive. A summary of information used to compute diluted net income per share attributable to Cooper-Standard Holdings Inc. is shown below:

	Successor Seven Months Ended December 31, 2010
Net income available to Cooper-Standard Holdings Inc. common stockholders	$ 28,723
Average common shares outstanding	17,489,693
Dilutive effect of:	
Common restricted stock	321,967
Preferred restricted stock	77,758
Warrants	633,933
Options	56,574
Average dilutive shares of common stock outstanding	18,579,925
Diluted net income per share attibutable to Cooper-Standard Holdings Inc.	$ 1.55

The effect of including the convertible 7% preferred stock was excluded from the computation of weighted average diluted shares outstanding for the seven months ended December 31, 2010, as inclusion would have resulted in antidilution. A summary of these preferred shares (as if converted), is shown below:

	Successor Seven Months Ended December 31, 2010
Preferred shares, as if converted	4,335,188
Preferred dividends and undistributed earnings allocated to participating securities that would be added back in the diluted calculation.	$ 11,853

18. Capital Stock

Common Stock

The Company is authorized to issue up to 190,000,000 shares of common stock, par value $0.001 per share. As of December 31, 2010, an aggregate of 18,376,112 shares of its common stock were issued and outstanding.

Holders of shares of common stock are entitled to one vote for each share on each matter on which holders of common stock are entitled to vote. Holders of 7% preferred stock are entitled to vote (on an “as-converted” basis), together with holders of shares of common stock as one class, on all matters upon which holders of common stock have a right to vote.

Holders of common stock are entitled to receive ratably dividends and other distributions when, as and if declared by the Company’s board of directors out of assets or funds legally available therefore. The 7% preferred stock restricts the Company’s ability to pay dividends on common stock (other than dividends paid in common stock) unless full cumulative preferred dividends on the 7% preferred stock have been paid (in cash or “in-kind” with additional shares of 7% preferred stock (“additional preferred shares”)) and, in the case of a cash dividend, the Company shall have offered to purchase and has purchased all additional preferred shares previously issued by it as an in-kind dividend and tendered to the Company by the holders thereof. The Senior Notes and the Senior ABL Facility also each contain covenants that restrict the Company's ability to pay dividends or make distributions on the common stock, subject to certain exceptions.

In the event of the liquidation, dissolution or winding up of the Company, holders of common stock are entitled to share ratably in the Company assets, if any, remaining after the payment of all the Company's debts and liabilities, subject to any liquidation preference of any outstanding series of preferred stock, including the 7% preferred stock.

Warrants

An aggregate of 2,419,753 warrants have been issued and 2,419,753 shares of common stock are issuable upon exercise of the warrants. The warrants are exercisable into shares of common stock at an exercise price of $27.33 per share or on a cashless (net share settlement) basis and are subject to certain customary anti-dilution protections. The warrants may be exercised at any time prior to the close of business on November 27, 2017. The warrants are not redeemable. Warrant holders do not have any rights or privileges of holders of common stock until they exercise their warrants and receive shares of common stock.

Redeemable Preferred Stock

The Company is authorized to issue up to 10,000,000 shares of preferred stock, par value $0.001 per share. The Company has designated 2,000,000 shares of its authorized preferred stock as "7% cumulative participating convertible preferred stock," of which 1,052,444 shares were issued and outstanding as of December 31, 2010. The 7% preferred stock ranks senior to the common stock and all other classes or series of the Company's capital stock, except for any class or series that ranks on a parity with the 7% preferred stock ("junior securities"). In the event of the Company's liquidation, dissolution or winding up, holders of 7% preferred stock are entitled to priority in payments in an amount equal to the greater of (x) the stated value of the 7% preferred stock (currently one hundred dollars, subject to adjustments) (the "stated value") plus accrued and unpaid cumulative preferred dividends and (y) the amount such share of 7% preferred stock would be entitled to receive if such share had been converted into shares of common stock (i.e. on an "as-converted" basis).

Holders of 7% preferred stock are entitled to receive cumulative preferred cash dividends at the rate of 7% per annum on the stated value plus all accrued and unpaid dividends. Dividends are payable quarterly in arrears on March 31, June 30, September 30, and December 31 of each year. The Company may, at its option, pay preferred dividends "in-kind" with additional preferred shares; provided that all accrued dividends for all past dividend periods have been paid in full (whether in cash or in-kind). Holders of shares of 7% preferred stock are also entitled to participate on an "as-converted" basis in dividends and distributions paid or made on the common stock, other than those paid or made in shares of common stock (each, a "participating dividend"). The 7% preferred stock restricts dividends and distributions on, and the acquisition or redemption of, junior securities (including common stock), subject to certain exceptions.

Shares of 7% preferred stock are convertible from time to time into shares of common stock at the option of the holders. The conversion price of the 7% preferred stock is $23.30574 per share of common stock and is subject to customary "anti-dilution" adjustments.

The Company may cause the conversion of some or all of the 7% preferred stock at any time after May 27, 2013 if, among other things, (i) the closing sale price of the common stock exceeded 155% of the conversion price for a specified period and (ii) the common stock has been listed on the New York Stock Exchange or

NOTES TO CONSOLIDATED FINANCIAL STATEMENTS (Continued)
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NASDAQ. The Company may also cause the conversion of all shares of 7% preferred stock immediately prior to the consummation of an underwritten initial public offering of the common stock if (i) the holders of two-thirds of the then outstanding shares of 7% preferred stock approve the conversion and (ii) the common stock has been listed on the NYSE or NASDAQ.

In the event of certain transactions in which all of the common stock is converted into the right to receive cash (a “cash transaction”), the Company may, at its option, cause all of the shares of 7% preferred stock to be converted into cash in an amount determined as set forth in the certificate of designations relating to the 7% preferred stock. Upon the occurrence of certain events that constitute a change of control or involve a cash transaction, the holders of 7% preferred stock may require the Company to redeem all or a portion of their 7% preferred stock at a cash price per share determined as set forth in the certificate of designations.

From and after May 27, 2010, the Company may, at its option, redeem shares of 7% preferred stock at any time, in whole or in part, in cash in an amount determined as set forth in the certificate of designations. The Company’s right to optionally redeem the 7% preferred stock is subject to certain conditions, including that all dividends must have been paid for all past dividend periods.

Each share of 7% preferred stock carries one vote for each share of common stock into which such share may be converted and is entitled to vote on any matter upon which shares of the common stock are entitled to vote, voting together with the common stock and not as a separate class. In addition, the holders of two-thirds of the outstanding 7% preferred stock are required to approve certain actions that could adversely affect the 7% preferred stock.

The following table summarizes the Company’s 7% preferred stock activity for the seven months ended December 30, 2010:

	Successor	
	Preferred Shares	Preferred Stock
Preferred Stock at June 1, 2010	1,000,000	$ 128,000
Stock-based compensation	41,664	920
Preferred stock dividends	10,780	1,419
Preferred Stock at December 31, 2010	1,052,444	$ 130,339

On July 19, 2010, the Company paid a dividend to holders of its outstanding 7% preferred stock in the form of 10,780 additional shares of 7% preferred stock.

19. Stock-Based Compensation

The Company measures stock-based compensation expense at fair value in accordance with the provisions of GAAP and recognizes such expense over the vesting period of the stock-based employee awards.

Predecessor

Prior to the Effective Date, the Company established the 2004 Cooper-Standard Holdings Inc. Stock Incentive Plan (“Stock Incentive Plan”), which permitted the granting of nonqualified and incentive stock options, stock appreciation rights, restricted stock and other stock-based awards to employees and directors. In addition, in December 2006 the Company established the Management Stock Purchase Plan, which provided participants the opportunity to "purchase" Company stock units. On the Effective Date, outstanding awards under the Stock Incentive Plan and Management Stock Purchase Plan were cancelled in accordance with the terms of the Plan of Reorganization. Total compensation expense recognized under these plans amounted to $1,264, $1,361 and $244 for the years ended December 31, 2008 and 2009 and the five months ended May 31, 2010, respectively.

Successor

On the Effective Date, the Company adopted the 2010 Cooper-Standard Holdings Inc. Management Incentive Plan (the "Management Incentive Plan") that was filed with the Bankruptcy Court on May 5, 2010 as part of the supplement to the Plan of Reorganization. The total number of shares authorized to be issued under the Management Incentive Plan as the Initial Grant Awards are as follows: (1) 4% of the common stock (or 757,896 shares of common stock, plus, subject to realized dilution on the warrants, an additional 104,075 shares of common stock) to be granted as restricted stock; (2) 4% of the 7% preferred stock (initially convertible into 178,771 shares of common stock) to be granted as restricted 7% preferred stock; and (3) 3% of the equity (or 702,509 shares of common stock, plus, subject to realized dilution on the warrants, an additional 78,057 shares of common stock) to be granted as stock options. On the day after the Effective Date, the Company issued to certain of its directors and Oak Hill Advisors L.P. or its affiliates, 26,448 shares of common stock as restricted stock and 58,386 options to purchase shares of common stock. The Company also reserved 780,566 shares of common stock for future issuance to the Company's management.

The total number of shares which may be issued under the Management Incentive Plan as the Future Grant Awards, to be issued incrementally, are 3% of the equity (or 702,509 shares of common stock, plus, subject to realized dilution on the warrants, 78,057 shares of common stock). The issuance of shares or the payment of cash upon the exercise of an award or in consideration of the cancellation or termination of an award will reduce the total number of shares available under the Management Incentive Plan, as applicable. Shares which are subject to awards which terminate or lapse without the payment of consideration may be granted again under the Management Incentive Plan.

The compensation expense related to stock options and restricted stock granted to key employees and directors of the Company in connection with the Company's emergence from bankruptcy, which is qualified below, does not represent payments actually made to these employees. Rather, the amounts represent the non-cash compensation expense recognized by the Company in connection with these awards for financial reporting purposes. The actual value of these awards to the recipients will depend on the trading price of the Company's stock when the awards vest.

Stock Options. On the Effective Date, 780,566 options to purchase common stock were issued, and on the day after the Effective Date, 58,386 options were granted, all with an exercise price of $25.52. The weighted average grant-date fair value of these options is $11.42. All options were outstanding as of December 31, 2010, and no options were cancelled, forfeited, exercised or vested. Stock option awards are granted at the fair market value of the Company's stock price at the date of the grant and have a 10 year term. The stock option grants vest over three or four years from the date of grant. Total compensation expense recognized for stock options amounted to $1,493 for the seven months ended December 31, 2010. As of December 31, 2010, unrecognized compensation expense for stock options amounted to $8,090.

The Company uses expected volatility of similar entities to develop the expected volatility. The expected option life was calculated using the simplified method. The risk free rate is based on the U.S. Treasury zero-coupon issues with a term equal to the expected option life on the date the stock options were granted. Fair value of the shares that are accounted for under ASC Topic 718 was estimated at the date of the grant using the Black-Scholes option pricing model and the following weighted average assumptions:

(Dollar amounts in thousands except per share and share amounts)

	2010
Expected volatility	40.00%
Dividend yield	0.00%
Expected option life—years	6.25
Risk-free rate	3.40%

Restricted Common Shares. On the Effective Date, 861,971 restricted shares of common stock were granted, and on the day after the Effective Date, 26,448 restricted shares were granted. All restricted shares of common stock were outstanding as of December 31, 2010 and no restricted shares of common stock were cancelled, forfeited or vested. The fair value of the restricted shares of common stock is determined based on the closing sales price of the common stock on the date of grant. The weighted average grant date fair value of these shares is $25.52. The restricted shares of common stock vest over three and four years. Total compensation expense recognized for restricted shares of common stock amounted to $3,938 for the seven months ended December 31, 2010. As of December 31, 2010, unrecognized compensation expense for restricted shares of common stock amounted to $18,734.

Restricted Preferred Stock. On the Effective Date, 41,664 restricted preferred stock shares were granted, and they vest over three or four years from the date of grant. On July 19, 2010, the Company paid a stock dividend of 435 restricted preferred shares on the 41,664 restricted preferred stock shares outstanding. The fair value of the restricted preferred stock is determined based on the fair market value of the 7% preferred stock on the date of grant. As of December 31, 2010, there were 42,099 restricted preferred stock shares outstanding, which are convertible into 180,637 shares of common stock. The weighted average grant date fair value of these shares is $127.77. No restricted preferred stock shares were cancelled, forfeited or converted during the seven months ended December 31, 2010. Total compensation expense recognized for restricted preferred stock totaled $920 for the seven months ended December 31, 2010. As of December 31, 2010, unrecognized compensation expense for restricted preferred stock amounted to $4,460.

20. Business Segments

ASC Topic 280, “*Segment Reporting*,” establishes the standards for reporting information about operating segments in financial statements. In applying the criteria set forth in ASC 280, the Company has determined that it operates in two segments. The Company’s principal product lines are body and chassis products and fluid handling products.

The accounting policies of the Company’s business segments are consistent with those described in Note 2. The Company evaluates segment performance based on segment profit before tax. The results of each segment include certain allocations for general, administrative, interest, and other shared costs. However, certain shared costs are not allocated to the segments and are included below in Eliminations and other. Intersegment sales are conducted at market prices. Segment assets are calculated based on a moving average over several quarters and exclude corporate assets, goodwill, intangible assets, deferred taxes, and certain other assets.

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NOTES TO CONSOLIDATED FINANCIAL STATEMENTS (Continued)
(Dollar amounts in thousands except per share and share amounts)

The following table details information on the Company's business segments:

	Predecessor			Successor
	For the Year Ended		Five Months Ended	Seven Months Ended
	2008	2009	May 31, 2010	December 31, 2010
Sales to external customers				
North America	$1,244,423	$ 910,306	$ 508,738	$ 739,419
International	1,350,154	1,034,953	500,390	665,600
Consolidated	$2,594,577	$1,945,259	$1,009,128	$ 1,405,019
Intersegment sales				
North America	$ 3,687	$ 4,377	$ 1,757	$ 2,640
International	11,585	5,467	3,206	4,488
Eliminations and other	(15,272)	(9,844)	(4,963)	(7,128)
Consolidated	$ —	$ —	$ —	$ —
Segment profit (loss)				
North America	$ (36,662)	$ (246,015)	$ 590,121	$ 58,004
International	(56,563)	(165,859)	86,428	(11,784)
Income (loss) before income taxes	$ (93,225)	$ (411,874)	$ 676,549	$ 46,220
Depreciation and amortization expense				
North America	$ 77,135	$ 60,192	$ 17,701	$ 33,475
International	59,199	49,240	16,266	30,121
Eliminations and other	3,771	4,345	1,685	3,073
Consolidated	$ 140,105	$ 113,777	$ 35,652	$ 66,669
Capital expenditures				
North America	$ 27,565	$ 14,194	$ 9,120	$ 21,197
International	54,783	30,076	11,542	29,366
Eliminations and other	9,777	1,843	2,273	3,878
Consolidated	$ 92,125	$ 46,113	$ 22,935	$ 54,441
Segment assets				
North America		$ 694,442		$ 763,401
International		877,971		878,161
Eliminations and other		164,994		212,214
Consolidated		$1,737,407		$ 1,853,776

Net interest expense included in segment profit for North America totaled $45,831, $31,013, $22,181and $12,593 for the years ended December 31, 2008 and 2009, the five months ended May 31, 2010 and the seven months ended December 31, 2010, respectively. Net interest expense included in segment profit for International totaled $47,063, $33,320, $22,324 and $12,424 for the years ended December 31, 2008 and 2009, the five months ended May 31, 2010 and the seven months ended December 31, 2010, respectively.

Restructuring costs included in segment profit for North America totaled $13,356, $8,624, $851 and $485 for the years ended December 31, 2008 and 2009, the five months ended May 31, 2010 and the seven months ended December 31, 2010, respectively. International restructuring costs totaled $24,944, $23,787, $5,042 and $3 for the years ended December 31, 2008 and 2009, the five months ended May 31, 2010 and the seven months ended December 31, 2010, respectively.

NOTES TO CONSOLIDATED FINANCIAL STATEMENTS (Continued)
(Dollar amounts in thousands except per share and share amounts)

Geographic information for revenues, based on country of origin, and long-lived assets is as follows:

	Predecessor			Successor
	For the Year Ended		Five Months Ended	Seven Months Ended
	2008	2009	May 31, 2010	December 31, 2010
Revenues				
United States	$ 668,500	$ 516,411	$ 277,109	$ 382,089
Canada	304,652	175,670	102,863	141,988
Mexico	271,271	218,225	128,766	215,342
Germany	440,393	277,859	118,314	149,404
Other	909,761	757,094	382,076	516,196
Consolidated	$2,594,577	$1,945,259	$ 1,009,128	$ 1,405,019
Tangible long-lived assets				
United States		$ 138,098		$ 122,866
Canada		48,450		50,487
Mexico		54,363		51,141
Germany		102,796		121,328
Other		242,472		243,682
Consolidated		$ 586,179		$ 589,504

Sales to customers of the Company which contributed ten percent or more of its total consolidated sales and the related percentage of consolidated Company sales for 2008, 2009 and 2010 are as follows:

	2008 Percentage of Combined Net Sales	2009 Percentage of Combined Net Sales	2010 Percentage of Combined Net Sales
Customer			
Ford	25%	31%	28%
General Motors	16%	14%	16%

21. Fair Value of Financial Instruments

Fair values of the Predecessor's prepetition senior notes and prepetition senior subordinated notes approximated $256,106 at December 31, 2009, based on quoted market prices, compared to the recorded values totaling $505,300. Fair values of the Predecessor's term loans approximated $512,828 at December 31, 2009, based on quoted market prices, compared to the recorded values totaling $520,637. As a result of the adoption of fresh-start accounting, all remaining amounts recorded related to the Predecessor's prepetition senior notes, prepetition senior subordinated notes, and term loans were eliminated. See Note 4. "Fresh-Start Accounting."

Fair values of the Debtors' DIP Credit Agreement borrowings approximated $177,188 at December 31, 2009, based on quoted market prices, compared to the recorded value totaling $175,000. Upon the Company's emergence from bankruptcy, the borrowings under the DIP Credit Agreement were repaid.

Fair values of the Senior Notes approximated $477,563 at December 31, 2010, based on quoted market prices, compared to the recorded value of $450,000.

The Company uses derivative financial instruments, including forward and swap contracts to manage its exposures to fluctuations in foreign exchange, interest rates and commodity prices. For a fair value hedge, both the effective and ineffective, if significant, portions are recorded in earnings and reflected in the consolidated statement of operations. For a cash flow hedge, the effective portion of the change in the fair value of the derivative is recorded in accumulated other comprehensive income (loss) in the consolidated balance sheet. The ineffective portion, if significant, is recorded in other income or expense. When the underlying hedged transaction is realized or the hedged transaction is no longer probable, the gain or loss included in accumulated other comprehensive income (loss) is recorded in earnings and reflected in the consolidated statement of operations on the same line as the gain or loss on the hedged item attributable to the hedged risk.

The Company formally documents its hedge relationships, including the identification of the hedging instruments and the hedged items, as well as its risk management objectives and strategies for undertaking the cash flow hedges. The Company also formally assesses whether a cash flow hedge is highly effective in offsetting changes in the cash flows of the hedged item. Derivatives are recorded at fair value in other current assets, accrued liabilities and other long-term liabilities.

Derivative Instruments and Hedging Activities

The Predecessor’s failure to make the scheduled interest payments on its prepetition senior notes and prepetition senior subordinated notes and the expiration of the applicable 30-day grace period on July 16, 2009 constituted a “cross-default” under the Company’s ISDA Agreements in the names of CSA U.S., CSA Canada and Cooper-Standard Automotive International Holdings B.V., with its various senior lenders as counterparties. As a result, the counterparties to certain outstanding derivative contracts under these ISDA Agreements elected to exercise their option of early termination under such contracts. Certain interest rate, foreign exchange and commodity swap derivatives that were designated under ASC 815 as cash flow hedges were terminated for the purposes of ASC 815 as a result of the failure to make the interest payment and in anticipation of the termination events. The values of these terminated derivatives, totaling $18,081, were classified as liabilities subject to compromise and were repaid upon emergence from bankruptcy.

Cash Flow Hedges

Forward foreign exchange contracts – The Company enters into forward foreign exchange contracts to hedge currency risk. The forward contracts are used to mitigate the potential volatility to earnings and cash flow arising from changes in currency exchange rates that impact the Company’s foreign currency transactions. The gain or loss on the forward contracts is reported as a component of other comprehensive income (loss) (OCI) and reclassified into earnings in the same period or periods during which the hedged transaction affects earnings. The amounts reclassified from accumulated other comprehensive income (loss) (“AOCI”) into cost of products sold were $126 and $123 for the five months ended May 31, 2010 and seven months ended December 31, 2010, respectively. At December 31, 2010 all forward foreign exchange contracts were settled.

Interest rate swaps – The Company has an interest rate swap contract to manage cash flow fluctuations of variable rate debt due to changes in market interest rates. This contract which fixes the interest payment of a certain variable rate debt instrument is accounted for as a cash flow hedge. As of December 31, 2010, the USD notional amount of this contract was $6,611. At December 31, 2010, the fair value before taxes of the Company’s interest rate swap contract was $(300) and is recorded in accrued liabilities and other long-term liabilities in the Company’s consolidated balance sheet with the offset AOCI, net of deferred taxes. The amounts reclassified from AOCI into interest expense for this swap were $102 and $132 for the five months ended May 31, 2010 and seven months ended December 31, 2010, respectively. The amount to be reclassified in the next twelve months is expected to be approximately $144. The maturity date of this interest rate swap contract is September 2013.

Fair Value Measurements

ASC 820 clarifies that fair value is an exit price, representing the amount that would be received to sell an asset or paid to transfer a liability in an orderly transaction between market participants. As such, fair value is a

NOTES TO CONSOLIDATED FINANCIAL STATEMENTS (Continued)
(Dollar amounts in thousands except per share and share amounts)

market-based measurement that should be determined based upon assumptions that market participants would use in pricing an asset or liability. As a basis for considering such assumptions, ASC 820 establishes a three-tier fair value hierarchy, which prioritizes the inputs used in measuring fair value as follows:

Level 1: Observable inputs such as quoted prices in active markets;

Level 2: Inputs, other than quoted prices in active markets, that are observable either directly or indirectly; and

Level 3: Unobservable inputs in which there is little or no market data, which require the reporting entity to develop its own assumptions.

Estimates of the fair value of foreign currency and commodity derivative instruments are determined using exchange traded prices and rates. The Company also considers the risk of non-performance in the estimation of fair value and includes an adjustment for non-performance risk in the measure of fair value of derivative instruments. In certain instances where market data is not available, the Company uses management judgment to develop assumptions that are used to determine fair value. Fair value measurements and the fair value hierarchy level for the Company's liabilities measured or disclosed at fair value on a recurring basis as of December 31, 2009 and 2010, are shown below:

	Predecessor—2009			
Contract	Asset (Liability)	Level 1	Level 2	Level 3
Interest rate swap	$ (406)	$ —	$ —	$(406)
Total	$ (406)	$ —	$ —	$(406)

	Successor—2010			
Contract	Asset (Liability)	Level 1	Level 2	Level 3
Interest rate swap	$ (300)	$ —	$ —	$(300)
Total	$ (300)	$ —	$ —	$(300)

A reconciliation of changes in assets and liabilities related to derivative instruments measured at fair value using the market and income approach adjusted for our and our counterparty's credit risks for the year ended December 31, 2010, is shown below:

	Net Derivative Liabilities
Beginning Balance as of January 1, 2010—Predecessor	$ 406
Total losses (realized or unrealized) included in earnings (or changes in net liabilities)	228
Included in other comprehensive income	87
Purchases, issuances and settlements	(228)
Balance as of May 31, 2010	$ 493
Total losses (realized or unrealized) included in earnings (or changes in net liabilities)	161
Included in other comprehensive income	(99)
Purchases, issuances and settlements	(255)
Ending Balance as of December 31, 2010—Successor	$ 300
The amount of total (gains) or losses for the period included in earnings (or changes in net liabilities) attributable to the change in unrealized (gains) or losses relating to assets still held at the reporting date	$ —

NOTES TO CONSOLIDATED FINANCIAL STATEMENTS (Continued)
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(Gains) and losses (realized and unrealized) included in earnings (or changes in net liabilities) for the period (above) are reported in cost of products sold and other income (expense):

	Predecessor Five Months Ended May 31, 2010	Successor Seven Months Ended December 31, 2010
Total losses included in earnings (or changes in net liabilities) for the period (above)	$ 228	$ 161
Change in unrealized losses relating to assets still held at the reporting date	—	—

Items measured at fair value on a non-recurring basis

In addition to items that are measured at fair value on a recurring basis, the Company measures certain assets and liabilities at fair value on a non-recurring basis, which are not included in the table above. As these non-recurring fair value measurements are generally determined using unobservable inputs, these fair value measurements are classified within Level 3 of the fair value hierarchy. For further information on assets and liabilities measured at fair value on a non-recurring basis see Note 2. "Significant Accounting Policies," Note 4. "Fresh-Start Accounting," Note 5. "Restructuring," Note 6. "Property, Plant and Equipment," and Note 7. "Goodwill and Intangibles."

22. Selected Quarterly Information (Unaudited)

	Predecessor			
	First Quarter	Second Quarter	Third Quarter	Fourth Quarter
2009				
Sales	$401,768	$ 448,046	$ 517,842	$577,603
Gross profit	37,832	55,287	82,067	91,120
Consolidated net income (loss)	(55,277)	(349,344)	10,666	37,767
Net income (loss) attributable to Cooper-Standard Holdings Inc.	(54,966)	(349,340)	10,847	37,397

	Predecessor		Successor		
	First Quarter	Two Months Ended May 31, 2010	One Month Ended June 30, 2010	Third Quarter	Fourth Quarter
2010					
Sales	$596,324	$412,804	$ 215,642	$585,650	$603,727
Gross profit	104,504	72,423	33,767	102,091	96,811
Consolidated net income	3,668	632,941	4,940	21,009	15,176
Net income attributable to Cooper-Standard Holdings Inc.	3,409	632,878	4,930	20,833	14,813
Net income available to Cooper-Standard Holdings Inc. common stockholders			$ 3,218	$ 15,116	$ 10,395
Basic net income per share attributable to Cooper-Standard Holdings Inc.			$ 0.18	$ 0.86	$ 0.59
Diluted net income per share attributable to Cooper-Standard Holdings Inc.			$ 0.18	$ 0.83	$ 0.55

Selected quarterly information for the reporting entity subsequent to emergence from Chapter 11 bankruptcy proceedings are not comparable to the consolidated financial statements for the reporting entity prior to emergence from Chapter 11 bankruptcy proceedings.

NOTES TO CONSOLIDATED FINANCIAL STATEMENTS (Continued)
(Dollar amounts in thousands except per share and share amounts)

23. Sale Leaseback Transaction

During the year ended December 31, 2008, the Company sold a manufacturing facility to an independent third party and simultaneously agreed to lease the facility from that party for a period of 15 years. Gross proceeds from this sale were $8,556. The transaction is structured as an operating lease.

24. Guarantor and Non-Guarantor Subsidiaries

In connection with the May 27, 2010 Reorganization of the Company, Cooper-Standard Automotive Inc. (the "Issuer"), a wholly-owned subsidiary, issued Senior Notes with a total principal amount of $450,000. Cooper-Standard Holdings Inc. and all wholly-owned domestic subsidiaries of Cooper-Standard Automotive Inc. (the "Guarantors") unconditionally guarantee the notes. The following condensed consolidated financial data provides information regarding the financial position, results of operations, and cash flows of the Guarantors. Separate financial statements of the Guarantors are not presented because management has determined that those would not be material to the holders of the Senior Notes. The Guarantors account for their investments in the non-guarantor subsidiaries on the equity method. The principal elimination entries are to eliminate the investments in subsidiaries and intercompany balances and transactions.

CONSOLIDATING STATEMENT OF OPERATIONS
For the Year Ended December 31, 2008
Predecessor

	Parent	Issuer	Guarantors	Non-Guarantors	Eliminations	Consolidated Totals
			(dollars in millions)			
Sales	$ —	$ 381.0	$ 553.7	$ 1,759.1	$ (99.2)	$ 2,594.6
Cost of products sold	—	347.7	465.4	1,546.2	(99.2)	2,260.1
Selling, administration, & engineering expenses	—	87.8	40.7	103.2	—	231.7
Amortization of intangibles	—	20.5	2.3	8.2	—	31.0
Impairment charges	—	24.7	2.3	6.4	—	33.4
Restructuring	—	5.4	4.2	28.7	—	38.3
Operating profit (loss)	—	(105.1)	38.8	66.4	—	0.1
Interest expense, net of interest income	—	(77.8)	—	(15.1)	—	(92.9)
Equity earnings	—	(4.4)	3.4	1.9	—	0.9
Other income (expense)	—	27.2	(0.9)	(27.7)	—	(1.4)
Income (loss) before income taxes	—	(160.1)	41.3	25.5	—	(93.3)
Provision for income tax expense (benefit)	—	4.1	(1.1)	26.3		29.3
Income (loss) before equity in income (loss) of subsidiaries	—	(164.2)	42.4	(0.8)	—	(122.6)
Equity in net income (loss) of subsidiaries	(122.6)	41.6	—	—	81.0	—
Consolidated net income (loss)	(122.6)	(122.6)	42.4	(0.8)	81.0	(122.6)
Less: Net (income) loss attributable to noncontrolling interest	—	—	—	1.1	—	1.1
Net Income (loss) attributable to Cooper-Standard Holdings Inc.	$(122.6)	$(122.6)	$ 42.4	$ 0.3	$ 81.0	$ (121.5)

NOTES TO CONSOLIDATED FINANCIAL STATEMENTS (Continued)
(Dollar amounts in thousands except per share and share amounts)

CONSOLIDATING STATEMENT OF OPERATIONS
For the Year Ended December 31, 2009
Predecessor

	Parent	Issuer	Guarantors	Non-Guarantors	Eliminations	Consolidated Totals
			(dollars in millions)			
Sales	$ —	$ 333.9	$ 404.6	$ 1,286.1	$ (79.3)	$ 1,945.3
Cost of products sold	—	288.1	326.9	1,143.3	(79.3)	1,679.0
Selling, administration, & engineering expenses	—	77.4	30.4	91.7	—	199.5
Amortization of intangibles	—	10.2	0.9	3.9	—	15.0
Impairment charges	—	240.7	31.6	91.2	—	363.5
Restructuring	—	4.3	1.0	27.1	—	32.4
Operating profit (loss)	—	(286.8)	13.8	(71.1)	—	(344.1)
Interest expense, net of interest income	—	(51.8)	—	(12.5)	—	(64.3)
Equity earnings	—	0.1	1.5	2.4	—	4.0
Reorganization items, net	—	(17.4)	—	—	—	(17.4)
Other income (expense), net	—	23.4	(1.4)	(12.1)	—	9.9
Income (loss) before income taxes	—	(332.5)	13.9	(93.3)	—	(411.9)
Provision for income tax expense (benefit)	—	65.0	(2.7)	(118.0)	—	(55.7)
Income (loss) before equity in income (loss) of subsidiaries	—	(397.5)	16.6	24.7	—	(356.2)
Equity in net income (loss) of subsidiaries	(356.2)	41.3	—	—	314.9	—
Consolidated net income (loss)	(356.2)	(356.2)	16.6	24.7	314.9	(356.2)
Less: Net (income) loss attributable to noncontrolling interest	—	—	—	0.1	—	0.1
Net Income (loss) attributable to Cooper-Standard Holdings Inc.	$(356.2)	$(356.2)	$ 16.6	$ 24.8	$ 314.9	$ (356.1)

NOTES TO CONSOLIDATED FINANCIAL STATEMENTS (Continued)
(Dollar amounts in thousands except per share and share amounts)

CONSOLIDATING STATEMENT OF OPERATIONS
For the Five Months Ended May 31, 2010
Predecessor

	Parent	Issuer	Guarantors	Non-Guarantors	Eliminations	Consolidated Totals
			(dollars in millions)			
Sales	$ —	$179.5	$ 223.1	$ 650.8	$ (44.3)	$ 1,009.1
Cost of products sold	—	154.2	181.7	540.6	(44.3)	832.2
Selling, administration, & engineering expenses	—	41.9	—	50.2	—	92.1
Amortization of intangibles	—	0.2	—	0.1	—	0.3
Restructuring	—	0.1	0.1	5.7	—	5.9
Operating profit (loss)	—	(16.9)	41.3	54.2	—	78.6
Interest expense, net of interest income	—	(32.7)	—	(11.8)	—	(44.5)
Equity earnings (loss)	—	—	2.6	1.0	—	3.6
Reorganization items, net	—	516.6	(2.7)	146.1	—	660.0
Other income (expense)	—	4.2	0.4	(25.8)	—	(21.2)
Income (loss) before income taxes	—	471.2	41.6	163.7	—	676.5
Provision for income tax expense (benefit)	—	39.5	(35.2)	35.6	—	39.9
Income (loss) before equity in income (loss) of subsidiaries	—	431.7	76.8	128.1	—	636.6
Equity in net income (loss) of subsidiaries	636.6	204.9	—	—	(841.5)	—
Consolidated net income (loss)	636.6	636.6	76.8	128.1	(841.5)	636.6
Less: Net (income) loss attributable to noncontrolling interest	—	—	—	(0.3)	—	(0.3)
Net Income (loss) attributable to Cooper-Standard Holdings Inc.	$636.6	$636.6	$ 76.8	$ 127.8	$ (841.5)	$ 636.3

NOTES TO CONSOLIDATED FINANCIAL STATEMENTS (Continued)
(Dollar amounts in thousands except per share and share amounts)

CONSOLIDATING STATEMENT OF OPERATIONS
For the Seven Months Ended December 31, 2010
Successor

	Parent	Issuer	Guarantors	Non-Guarantors	Eliminations	Consolidated Totals
				(dollars in millions)		
Sales	$ —	$248.7	$ 333.2	$ 883.9	$ (60.8)	$ 1,405.0
Cost of products sold	—	212.5	269.8	750.9	(60.8)	1,172.4
Selling, administration, & engineering expenses	—	79.7	9.4	70.4	—	159.5
Amortization of intangibles	—	6.5	—	2.5	—	9.0
Restructuring	—	0.2	0.2	0.1	—	0.5
Operating profit (loss)	—	(50.2)	53.8	60.0	—	63.6
Interest expense, net of interest income	—	(21.2)	—	(3.8)	—	(25.0)
Equity earnings	—	0.2	1.9	1.3	—	3.4
Reorganization items, net	—	—	—	—	—	—
Other income (expense), net	—	33.2	0.4	(29.4)	—	4.2
Income (loss) before income taxes	—	(38.0)	56.1	28.1	—	46.2
Provision for income tax expense (benefit)	—	(5.0)	7.3	2.8	—	5.1
Income (loss) before equity in income (loss) of subsidiaries	—	(33.0)	48.8	25.3	—	41.1
Equity in net income (loss) of subsidiaries	41.1	74.1	—	—	(115.2)	—
Consolidated net income (loss)	41.1	41.1	48.8	25.3	(115.2)	41.1
Less: Net (income) loss attributable to noncontrolling interest	—	—	—	(0.5)	—	(0.5)
Net Income (loss) attributable to Cooper-Standard Holdings Inc.	$41.1	$ 41.1	$ 48.8	$ 24.8	$ (115.2)	$ 40.6

NOTES TO CONSOLIDATED FINANCIAL STATEMENTS (Continued)
(Dollar amounts in thousands except per share and share amounts)

CONSOLIDATING BALANCE SHEET
December 31, 2009
Predecessor

	Parent	Issuer	Guarantors	Non-Guarantors	Eliminations	Consolidated Totals
			(dollars in millions)			
ASSETS						
Current assets:						
Cash and cash equivalents	$ —	$ 91.5	$ 0.7	$ 288.1	$ —	$ 380.3
Accounts receivable, net	—	54.3	61.0	240.2	—	355.5
Inventories	—	16.4	22.9	72.3	—	111.6
Prepaid Expenses	—	3.4	0.4	18.4	—	22.2
Other	—	42.8	0.5	33.1	—	76.4
Total current assets	—	208.4	85.5	652.1	—	946.0
Investments in affiliates and intercompany accounts, net	(311.0)	580.2	660.4	(197.6)	(696.0)	36.0
Property, plant, and equipment, net	—	65.5	94.1	426.6	—	586.2
Goodwill	—	87.7	—	—	—	87.7
Other assets	—	11.2	3.7	66.6	—	81.5
	$(311.0)	$ 953.0	$ 843.7	$ 947.7	$ (696.0)	$ 1,737.4
LIABILITIES & EQUITY (DEFICIT)						
Current liabilities:						
Debt payable within one year	$ —	$ 75.0	$ —	$ 118.2	$ —	$ 193.2
Accounts payable	—	37.4	14.2	114.7	—	166.3
Accrued liabilities	—	41.4	5.9	111.3	—	158.6
Total current liabilities	—	153.8	20.1	344.2	—	518.1
Liabiilities subject to compromise	69.1	1,077.9	2.8	112.1	—	1,261.9
Long-term debt	—	—	—	11.1	—	11.1
Other long-term liabilities	—	141.3	6.4	105.1	—	252.8
	69.1	1,373.0	29.3	572.5	—	2,043.9
Total Cooper-Standard Holdings Inc. stockholders' equity (deficit)	(380.1)	(420.0)	814.4	370.7	(696.0)	(311.0)
Noncontrolling interest	—	—	—	4.5	—	4.5
Total equity (deficit)	(380.1)	(420.0)	814.4	375.2	(696.0)	(306.5)
Total liabilities and equity (deficit)	$(311.0)	$ 953.0	$ 843.7	$ 947.7	$ (696.0)	$ 1,737.4

NOTES TO CONSOLIDATED FINANCIAL STATEMENTS (Continued)
(Dollar amounts in thousands except per share and share amounts)

CONSOLIDATING BALANCE SHEET
December 31, 2010
Successor

	Parent	Issuer	Guarantors	Non-Guarantors	Eliminations	Consolidated Totals
				(dollars in millions)		
ASSETS						
Current assets:						
Cash and cash equivalents	$ —	$163.0	$ —	$ 131.5	$ —	$ 294.5
Accounts receivable, net	—	54.3	72.6	254.0	—	380.9
Inventories	—	17.4	28.3	76.3	—	122.0
Prepaid Expenses	—	4.3	0.6	15.2	—	20.1
Other	—	16.4	(5.2)	29.6	—	40.8
Total current assets	—	255.4	96.3	506.6	—	858.3
Investments in affiliates and intercompany accounts, net	560.5	384.5	934.5	(206.6)	(1,623.8)	49.1
Property, plant, and equipment, net	—	68.1	71.5	449.9	—	589.5
Goodwill	—	111.1	—	25.9	—	137.0
Other assets	—	105.7	(8.5)	122.7	—	219.9
	$560.5	$924.8	$ 1,093.8	$ 898.5	$ (1,623.8)	$ 1,853.8
LIABILITIES & EQUITY (DEFICIT)						
Current liabilities:						
Debt payable within one year	$ —	$ —	$ —	$ 19.9	$ —	$ 19.9
Accounts payable	—	34.2	25.5	116.3	—	176.0
Accrued liabilities	—	79.8	11.2	121.6	—	212.6
Total current liabilities	—	114.0	36.7	257.8	—	408.5
Long-term debt	—	450.0	—	6.8	—	456.8
Other long-term liabilities	—	153.7	5.9	135.5	—	295.1
	—	717.7	42.6	400.1	—	1,160.4
Preferred Stock	—	130.3	—	—	—	130.3
Total Cooper-Standard Holdings Inc. stockholders' equity (deficit)	560.5	76.8	1,051.2	495.8	(1,623.8)	560.5
Noncontrolling interest	—	—	—	2.6	—	2.6
Total equity (deficit)	560.5	76.8	1,051.2	498.4	(1,623.8)	563.1
Total liabilities and equity (deficit)	$560.5	$924.8	$ 1,093.8	$ 898.5	$ (1,623.8)	$ 1,853.8

NOTES TO CONSOLIDATED FINANCIAL STATEMENTS (Continued)
(Dollar amounts in thousands except per share and share amounts)

CONSOLIDATING STATEMENT OF CASH FLOWS
For the Year Ended December 31, 2008
Predecessor

	Parent	Issuer	Guarantors	Non-Guarantors (dollars in millions)	Eliminations	Consolidated Totals
OPERATING ACTIVITIES						
Net cash provided by operating activities	$ 0.5	$(24.0)	$ 12.2	$ 147.8	$ —	$ 136.5
INVESTING ACTIVITIES						
Property, plant, and equipment	—	(9.1)	(12.5)	(70.6)	—	(92.2)
Gross proceeds from sale-leaseback transaction	—	—	—	8.6	—	8.6
Other	—	4.1	0.3	5.3	—	9.7
Net cash used in investing activities	—	(5.0)	(12.2)	(56.7)	—	(73.9)
FINANCING ACTIVITIES						
Increase/(decrease) in short term debt	—	35.8	—	1.2	—	37.0
Principal payments on long-term debt	—	(2.9)	—	(13.6)	—	(16.5)
Repurchase of bonds	—	(5.3)	—	—	—	(5.3)
Other	(0.5)	(0.5)	—	(0.1)	—	(1.1)
Net cash provided by (used in) financing activities	(0.5)	27.1	—	(12.5)	—	14.1
Effects of exchange rate changes on cash	—	(0.7)	—	(5.4)	—	(6.1)
Changes in cash and cash equivalents	—	(2.6)	—	73.2	—	70.6
Cash and cash equivalents at beginning of period	—	42.6	—	(1.7)	—	40.9
Cash and cash equivalents at end of period	$ —	$ 40.0	$ —	$ 71.5	$ —	$ 111.5
Depreciation and amortization	$ —	$ 37.7	$ 24.8	$ 77.6	$ —	$ 140.1

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NOTES TO CONSOLIDATED FINANCIAL STATEMENTS (Continued)
(Dollar amounts in thousands except per share and share amounts)

CONSOLIDATING STATEMENT OF CASH FLOWS
For the Year Ended December 31, 2009
Predecessor

	Parent	Issuer	Guarantors	Non-Guarantors (dollars in millions)	Eliminations	Consolidated Totals
OPERATING ACTIVITIES						
Net cash provided by (used in) operating activities	$ —	$ (32.3)	$ 9.1	$ 153.1	$ —	$ 129.9
INVESTING ACTIVITIES						
Property, plant, and equipment	—	(4.3)	(7.0)	(34.8)	—	(46.1)
Fixed asset proceeds	—	—	0.2	0.4	—	0.6
Net cash used in investing activities	—	(4.3)	(6.8)	(34.4)	—	(45.5)
FINANCING ACTIVITIES						
Increase/(decrease) in short term debt	—	81.7	—	96.5	—	178.2
Principal payments on long-term debt	—	(2.3)	—	(9.3)	—	(11.6)
Repurchase of bonds	—	(0.7)	—	—	—	(0.7)
Other	—	10.5	(1.7)	(8.6)	—	0.2
Net cash provided by (used in) financing activities	—	89.2	(1.7)	78.6	—	166.1
Effects of exchange rate changes on cash	—	(1.1)	0.1	19.3	—	18.3
Changes in cash and cash equivalents	—	51.5	0.7	216.6	—	268.8
Cash and cash equivalents at beginning of period	—	40.0	—	71.5	—	111.5
Cash and cash equivalents at end of period	$ —	$ 91.5	$ 0.7	$ 288.1	$ —	$ 380.3
Depreciation and amortization	$ —	$ 26.8	$ 22.3	$ 64.7	$ —	$ 113.8

NOTES TO CONSOLIDATED FINANCIAL STATEMENTS (Continued)
(Dollar amounts in thousands except per share and share amounts)

CONSOLIDATING STATEMENT OF CASH FLOWS
For the Five Months Ended May 31, 2010
Predecessor

	Parent	Issuer	Guarantors	Non-Guarantors	Eliminations	Consolidated Totals
			(dollars in millions)			
OPERATING ACTIVITIES						
Net cash used in operating activities	$ —	$(122.8)	$ (0.3)	$ 47.7	$ —	$ (75.4)
INVESTING ACTIVITIES						
Property, plant, and equipment	—	(3.0)	(4.0)	(15.9)	—	(22.9)
Fixed asset proceeds	—	—	3.6	0.2	—	3.8
Net cash provided by (used in) investing activities	—	(3.0)	(0.4)	(15.7)	—	(19.1)
FINANCING ACTIVITIES						
Increase/(decrease) in short term debt	—	(75.0)	—	(102.1)	—	(177.1)
Principal payments on long-term debt	—	(595.5)	—	(114.0)	—	(709.5)
Proceeds from issuance of stock	—	355.0	—	—	—	355.0
Debt issuance costs	—	(30.9)	—	(0.1)	—	(31.0)
Proceeds from issuance of long-term debt	—	450.0	—	—	—	450.0
Net cash provided by (used in) financing activities	—	103.6	—	(216.2)	—	(112.6)
Effects of exchange rate changes on cash	—	(0.3)	—	5.8	—	5.5
Changes in cash and cash equivalents	—	(22.5)	(0.7)	(178.4)	—	(201.6)
Cash and cash equivalents at beginning of period	—	91.5	0.7	288.1	—	380.3
Cash and cash equivalents at end of period	$ —	$ 69.0	$ —	$ 109.7	$ —	$ 178.7
Depreciation and amortization	$ —	$ 6.5	$ 6.6	$ 22.6	$ —	$ 35.7

NOTES TO CONSOLIDATED FINANCIAL STATEMENTS (Continued)
(Dollar amounts in thousands except per share and share amounts)

CONSOLIDATING STATEMENT OF CASH FLOWS
For the Seven Months Ended December 31, 2010
Successor

	Parent	Issuer	Guarantors	Non-Guarantors	Eliminations	Consolidated Totals
			(dollars in millions)			
OPERATING ACTIVITIES						
Net cash used in operating activities	$ 3.2	$ 65.0	$ 6.3	$ 96.1	$ —	$ 170.6
INVESTING ACTIVITIES						
Property, plant, and equipment	—	(10.2)	(6.3)	(37.9)	—	(54.4)
Fixed asset proceeds	—	2.3	—	0.3	—	2.6
Net cash provided by (used in) investing activities	—	(7.9)	(6.3)	(37.6)	—	(51.8)
FINANCING ACTIVITIES						
Increase/(decrease) in short term debt	—	—	—	3.9	—	3.9
Principal payments on long-term debt	—	(0.1)	—	(2.0)	—	(2.1)
Other	(3.2)	37.0	—	(37.0)	—	(3.2)
Net cash provided by (used in) financing activities	(3.2)	36.9	—	(35.1)	—	(1.4)
Effects of exchange rate changes on cash	—	—	—	(1.6)	—	(1.6)
Changes in cash and cash equivalents	—	94.0	—	21.8	—	115.8
Cash and cash equivalents at beginning of period	—	69.0	—	109.7	—	178.7
Cash and cash equivalents at end of period	$ —	$ 163.0	$ —	$ 131.5	$ —	$ 294.5
Depreciation and amortization	$ —	$ 17.1	$ 10.3	$ 39.3	$ —	$ 66.7

25. Accounts Receivable Factoring

As a part of its working capital management, the Company sells certain receivables through third party financial institutions without recourse. The amount sold varies each month based on the amount of underlying receivables and cash flow needs of the Company.

At December 31, 2009 and 2010, the Company had $39,703 and $38,347, respectively, of receivables outstanding under receivable transfer agreements entered into by various locations. For the year ended December 2009, the five months ended May 31, 2010 and the seven months ended December 31, 2010, total accounts receivables factored was $115,468, $40,592 and $70,297, respectively. The Company incurred a loss on the sale of receivables of $950, $377 and $715 for the year ended 2009, the five months ended May 31, 2010 and the seven months ended December 31, 2010, respectively; these amounts are recorded in other income (expense) in the consolidated statements of operations. The Company continues to service the receivables for one of the locations. These are permitted transactions under the Company’s credit agreement and Senior Notes indenture. The Company is also pursuing similar arrangements in various locations.

NOTES TO CONSOLIDATED FINANCIAL STATEMENTS (Continued)
(Dollar amounts in thousands except per share and share amounts)

In addition, during the second quarter of 2009, the Company elected to participate in the Auto Supplier Support Program sponsored by the U.S. Treasury Department. The Auto Supplier Support Program is designed to provide eligible suppliers with access to government-backed protection on those Chrysler and GM U.S. dollar receivables that are accepted into the program. In applying for the program, the Company selected the program option that provides government-backed protection on collection of the receivables and expedited payment terms, for which a charge of 3% of the accepted receivables is applicable. The Company was designated by both Chrysler and GM as an eligible supplier. During the year ended December 31, 2009, the Company received payments of $8,936 and incurred charges of $268 which is recorded in other income (expense) in the consolidated statements of operations.

26. Subsequent Events

In preparing these financial statements, the Company has evaluated events and transactions for potential recognition or disclosure through the date the financial statements were issued.

SCHEDULE II

Valuation and Qualifying Accounts
(dollars in millions)

Description	Balance at beginning of period	Other Changes	Charged to Expenses	Charged (credited) to other accounts(a)	Deductions	Balance at end of period
Allowance for doubtful accounts deducted from accounts receivable						
Year ended December 31, 2008—Predecessor	$ 10.2	—	(1.4)	(2.1)	(2.7)	$ 4.0
Year ended December 31, 2009—Predecessor	$ 4.0	—	0.9	2.5	(1.6)	$ 5.8
Five months ended May 31, 2010—Predecessor	$ 5.8	(3.7)(b)	(0.2)	(1.0)	(0.9)	$ —
Seven months ended December 31, 2010—Successor	$ —	—	0.9	0.1	—	$ 1.0
Inventory reserve account deducted from inventories						
Year ended December 31, 2008—Predecessor	$ 14.0	—	5.9	(1.6)	(4.1)	$ 14.2
Year ended December 31, 2009—Predecessor	$ 14.2	—	10.9	1.1	(9.0)	$ 17.2
Five months ended May 31, 2010—Predecessor	$ 17.2	(17.6)(c)	2.9	(1.3)	(1.2)	$ —
Seven months ended December 31, 2010—Successor	$ —	—	1.9	0.6	—	$ 2.5

(a) Primarily foreign currency translation.
(b) "Other Changes" includes fresh-start accounting adjustments of $3.7 million
(c) "Other Changes" includes fresh-start accounting adjustments of $17.6 million

Description	Balance at beginning of period	Additions		Deductions(a)	Balance at end of period
		Charged to Income	Charged to Equity		
Tax valuation allowance					
Year ended December 31, 2008—Predecessor	$ 128.8	45.2	21.4	(20.2)	$ 175.2
Year ended December 31, 2009—Predecessor	$ 175.2	39.9	(4.5)	—	$ 210.6
Five months ended May 31, 2010—Predecessor	$ 210.6	(38.9)	(9.9)	—	$ 161.8
Seven months ended December 31, 2010—Successor	$ 161.8	(3.5)	(2.9)	—	$ 155.4

(a) Net reduction in tax valuation allowance is a result of the reversal of valuation allowances set up through purchase accounting and reversed through goodwill as a result of utilization of tax loss carryforwards and other cumulative book/tax difference.

Item 9. Changes in and Disagreements with Accountants on Accounting and Financial Disclosure

Not applicable.

Item 9A. Controls and Procedures.

The Company has evaluated, under the supervision and with the participation of the Company's management, including the Company's Chief Executive Officer and Chief Financial Officer, the effectiveness of the Company's disclosure controls and procedures (as defined in Rules 13a-15(e) under the Exchange Act as of December 31, 2010. Based on that evaluation, the Company's Chief Executive Officer and Chief Financial Officer have concluded that the Company's disclosure controls and procedures were effective as of December 31, 2010.

The Company's management is responsible for establishing and maintaining adequate internal control over financial reporting, as such term is defined in Exchange Act Rule 13a-15(f). Under the supervision and with the participation of the Company's management, including the Company's Chief Executive Officer and Chief Financial Officer, the Company conducted an evaluation of the effectiveness of internal control over financial reporting based on the framework in Internal Control—Integrated Framework issued by the Committee of Sponsoring Organizations of the Treadway Commission. Based on the evaluation under the framework in Internal Control—Integrated Framework, management concluded that the Company's internal control over financial reporting was effective as of December 31, 2010.

The attestation report of the Company's independent registered public accounting firm regarding internal control over financial reporting is set forth in item 8. "Consolidated Financial Statements and Supplementary Date," under the caption "Report of Independent Registered Public Accounting Firm on Internal control over Financial Reporting" and incorporated herein by reference.

There was no change in the Company's internal control over financial reporting that occurred during the fourth quarter ended December 31, 2010 that has materially affected, or is reasonably likely to materially affect, the Company's internal control over financial reporting.

Item 9B. Other Information.

None.

PART III

Item 10. Directors, Executive Officers and Corporate Governance

Information concerning the Company's directors, corporate governance guidelines, Compensation Committee and Governance Committee appears in the Company's definitive Proxy Statement for its 2011 Annual Meeting of Stockholders under the headings "The Board's Committees and Their Functions" and "Corporate Governance" and is incorporated herein by reference. Information concerning the Company's executive officers is contained at the end of Part I of this Annual Report on Form 10-K under the heading "Executive Officers."

Audit Committee

Information regarding the Audit Committee, including the identification of the Audit Committee members and the "audit committee financial expert," appears in the Company's definitive Proxy Statement for its 2011 Annual Meeting of Stockholders under the headings "The Board's Committees and Their Functions" and "Corporate Governance" and is incorporated herein by reference.

Compliance with Section 16(a) of The Exchange Act

Information regarding compliance with Section 16(a) of the Exchange Act appears in the Company's definitive Proxy Statement for its 2011 Annual Meeting of Stockholders under the headings "Section 16(a) Beneficial Ownership Reporting Compliance" and is incorporated herein by reference.

Code of Ethics

The Company's Code of Business Ethics and Conduct applies to all of the Company's officers, directors and employees and is available on the Company's website at http://www.cooperstandard.com. To access this information, first click on "Investors" and then click on "Code of Conduct" of the Company's website.

Item 11. Executive Compensation

Information regarding executive and director compensation, Compensation Committee Interlocks and Insider Participation, and the Compensation Committee Report appears in the Company's definitive Proxy Statement for its 2011 Annual Meeting of Stockholders under the headings "Compensation Discussion & Analysis," "Executive Compensation" and "Director Compensation" and is incorporated herein by reference.

Item 12. Security Ownership of Certain Beneficial Owners and Management and Related Stockholder Matters

Information concerning the security ownership of certain beneficial owners and management of the Company's voting securities and equity securities appears in the Company's definitive Proxy Statement for its 2011 Annual Meeting of Stockholders, under the heading "Stock Ownership" and is incorporated herein by reference.

Equity Compensation Plan Information

The following table provides information as of December 31, 2010 regarding the Company's equity compensation plans, all of which have been approved by the Company's security holders:

Compensation Plan	Number of securities to be issued upon exercise of outstanding options, warrants and rights (a)	Weighted average exercise price of outstanding options, warrants and rights (b)	Number of securities available for future issuance under equity compensation plans (excluding securities reflected in column(a)) (c)
Equity compensation plans approved by security holders	1,019,590(1)	$ 25.52(2)	780,566
Equity compensation plans not approved by security holders	—	—	—
Total	1,019,590	$ 25.52	780,566

(1) Consists of 838,952 shares underlying outstanding stock options (whether vested or unvested); and 180,638 converted common shares related to 42,099 underlying time-vested restricted preferred stock. All stock based compensation is discussed in Note 19. "Stock Based Compensation," of the notes to the consolidated financial statements.

(2) There is no cost to the recipient for shares issued pursuant to conversion of restricted preferred stock. Because there is no strike price applicable to these stock awards they are excluded from the weighted-average exercise price which pertains solely to outstanding stock options.

Item 13. Certain Relationships and Related Transactions, and Director Independence

Information regarding transactions with related persons appears in the Company's definitive Proxy Statement for its 2011 Annual Meeting of Stockholders under the heading "The Board's Committee and Their Functions" and is incorporated herein by reference.

Information regarding the independence of the Company's directors appears in the Company's definitive Proxy Statement for its 2011 Annual Meeting of Stockholders under the heading "Corporate Governance" and is incorporated herein by reference.

Item 14. Principal Accountant Fees and Services

Information regarding the Company's independent auditor appears in the Company's definitive Proxy Statement for its 2011 Annual Meeting of Stockholders under the heading "Certain Relationships and Related Transactions" and is incorporated herein by reference.

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PART IV

Item 15. Exhibits and Financial Statement Schedules

(a) Documents Filed as Part of this Annual Report on Form 10-K:

2. Financial Statement Schedules:

All other financial statement schedules are not required under the related instructions or are inapplicable and therefore have been omitted.

3. The Exhibits listed on the "Index to Exhibits" are filed herewith or are incorporated by reference as indicated below.

Index to Exhibits

Exhibit No.	Description of Exhibit
2.1*	Debtors' Second Amended Joint Chapter 11 Plan of Reorganization, dated March 26, 2010 (incorporated by reference to Exhibit 2.1 to Cooper-Standard Holdings Inc.'s Current Report on Form 8-K filed May 24, 2010).
3.1*	Third Amended and Restated Certificate of Incorporation of Cooper-Standard Holdings Inc., dated May 27, 2010 (incorporated by reference to Exhibit 3.1 to Cooper-Standard Holdings Inc.'s Registration Statement on Form S-1 (File No. 333-168316)).
3.2*	Amended and Restated Bylaws of Cooper-Standard Holdings Inc. (incorporated by reference to Exhibit 3.2 to Cooper-Standard Holdings Inc.'s Registration Statement on Form S-1 (File No. 333-168316)).
3.3*	Cooper-Standard Holdings Inc. Certificate of Designations 7% Cumulative Participating Convertible Preferred Stock (incorporated by reference to Exhibit 3.3 to Cooper-Standard Holdings Inc.'s Registration Statement on Form S-1 (File No. 333-168316)).
4.1*	Indenture, 8 1/2% Senior Notes due 2018, dated as of May 11, 2010, between CSA Escrow Corporation and U.S. Bank National Association, as trustee (incorporated by reference to Exhibit 4.1 to Cooper-Standard Holdings Inc.'s Registration Statement on Form S-1 (File No. 333-168316)).
4.2*	Supplemental Indenture, Senior Notes due 2018, dated as of May 27, 2010, among Cooper-Standard Automotive Inc., Cooper-Standard Holdings Inc., the subsidiaries of Cooper-Standard Automotive Inc. set forth on the signature page thereto and U.S. Bank National Association, as trustee under the indenture (incorporated by reference to Exhibit 4.1 to Cooper-Standard Holdings Inc.'s Current Report on Form 8-K filed June 3, 2010).
4.3*	Registration Rights Agreement, dated as of May 11, 2010, by and among CSA Escrow Corporation and Deutsche Bank Securities Inc. (incorporated by reference to Exhibit 4.3 to Cooper-Standard Holdings Inc.'s Registration Statement on Form S-1 (File No. 333-168316)).
4.4*	Joinder to Registration Rights Agreement, dated May 27, 2010 (incorporated by reference to Exhibit 4.2 to Cooper-Standard Holdings Inc.'s Current Report on Form 8-K filed June 3, 2010).
4.5*	Registration Rights Agreement, dated as of May 27, 2010, by and among Cooper-Standard Holdings Inc., the Backstop Purchasers and the other holders party thereto (incorporated by reference to Exhibit 4.3 to Cooper-Standard Holdings Inc.'s Current Report on Form 8-K filed June 3, 2010).
4.6*	Warrant Agreement, dated as of May 27, 2010, between Cooper-Standard Holdings Inc. and Computershare Inc. and Computershare Trust Company, N.A., collectively as Warrant Agent (incorporated by reference to Exhibit 4.4 to Cooper-Standard Holdings Inc.'s Current Report on Form 8-K filed June 3, 2010).
4.7*	Form of 8 1/2% Senior Notes due 2018 (included in Exhibit 4.1).
10.1*	Loan and Security Agreement, dated as of May 27, 2010, among Cooper-Standard Holdings Inc., Cooper-Standard Automotive Inc., Cooper-Standard Automotive Canada Limited, the other guarantors party thereto, certain financial institutions as lenders and Bank of America, N.A., as Agent (incorporated by reference to Exhibit 10.1 to Cooper-Standard Holdings Inc.'s Current Report on Form 8-K filed June 3, 2010).

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Exhibit No.	Description of Exhibit
10.2*	Escrow Agreement, dated as of May 11, 2010, by and among CSA Escrow Corporation, Cooper-Standard Automotive Inc., U.S. Bank National Association, as trustee, and U.S. Bank National Association, as escrow agent (incorporated by reference to Exhibit 10.2 to Cooper-Standard Holdings Inc.'s Registration Statement on Form S-1 (File No. 333-168316)).
10.3*†	Fourth Amended and Restated Employment Agreement, dated July 1, 2008, by and among Cooper-Standard Automotive Inc. and James S. McElya (incorporated by reference to Exhibit 10.18 to Cooper-Standard Holdings Inc.'s Annual Report on Form 10-K for the fiscal year ended December 31, 2008).
10.4*†	Employment Agreement, dated as of July 1, 2008, by and among Cooper-Standard Automotive Inc. and Edward A. Hasler (incorporated by reference to Exhibit 10.21 to Cooper-Standard Holdings Inc.'s Annual Report on Form 10-K for the fiscal year ended December 31, 2008).
10.5*†	Employment Agreement, dated as of January 1, 2009, by and among Cooper-Standard Automotive Inc. and Allen J. Campbell (incorporated by reference to Exhibit 10.23 to Cooper-Standard Holdings Inc.'s Annual Report on Form 10-K for the fiscal year ended December 31, 2008).
10.6*†	Employment Agreement, dated as of January 1, 2009, by and among Cooper-Standard Automotive Inc. and Keith D. Stephenson (incorporated by reference to Exhibit 10.25 to Cooper-Standard Holdings Inc.'s Annual Report on Form 10-K for the fiscal year ended December 31, 2008).
10.7**†	Cooper-Standard Automotive Inc. Executive Severance Pay Plan effective January 1, 2011.
10.8*†	Cooper-Standard Automotive Inc. Deferred Compensation Plan, effective January 1, 2005 with Amendments through December 31, 2008 (incorporated by reference to Exhibit 10.33 to Cooper-Standard Holdings Inc.'s Annual Report on Form 10-K for the fiscal year ended December 31, 2008).
10.10**†	Cooper-Standard Automotive Inc. Supplemental Executive Retirement Plan, effective January 1, 2011.
10.12**†	Cooper-Standard Automotive Inc. Nonqualified Supplementary Benefit Plan, Amended and Restated as of January 1, 2011.
10.13**†	Cooper-Standard Automotive Inc. Long-Term Incentive Plan.
10.14*	Commitment Agreement, dated as of March 19, 2010, between Cooper-Standard Holdings Inc. and certain backstop parties (incorporated by reference to Exhibit 10.49 to Cooper-Standard Holdings Inc.'s Annual Report on Form 10-K for the fiscal year ended December 31, 2009).
10.15*†	Employment agreement, dated as of January 1, 2009, by and between Cooper-Standard Automotive Inc. and Michael C. Verwilst (incorporated by reference to Exhibit 10.50 to Cooper-Standard Holdings Inc.'s Annual Report on Form 10-K for the fiscal year ended December 31, 2009).
10.16**†	Form of Amendment to Employment Agreement, effective January 1, 2011
10.17**†	2011 Cooper-Standard Automotive Inc. Annual Incentive Plan.
10.18*	Director Nomination Agreement, made as of May 27, 2010, among Cooper-Standard Holdings Inc. and Barclays Capital, Inc. (incorporated by reference to Exhibit 10.2 to Cooper-Standard Holdings Inc.'s Current Report on Form 8-K filed June 3, 2010).
10.19*	Director Nomination Agreement, made as of May 27, 2010, among Cooper-Standard Holdings Inc. and Silver Point Capital, L.P., on behalf of its affiliates and related funds (incorporated by reference to Exhibit 10.3 to Cooper-Standard Holdings Inc.'s Current Report on Form 8-K filed June 3, 2010).

Exhibit No.	Description of Exhibit
10.20*	Director Nomination Agreement, made as of May 27, 2010, among Cooper-Standard Holdings Inc. and Oak Hill Advisors L.P., on behalf of certain funds and separate accounts that it manages (incorporated by reference to Exhibit 10.4 to Cooper-Standard Holdings Inc.'s Current Report on Form 8-K filed June 3, 2010).
10.21*	Director Nomination Agreement, made as of May 27, 2010, among Cooper-Standard Holdings Inc. and Capital Research and Management Company, as investment advisor to certain funds it manages, TCW Shared Opportunity Fund IV, L.P., TCW Shared Opportunity Fund IVB, L.P., TCW Shared Opportunity Fund V, L.P., TD High Yield Income Fund, and Lord, Abbett & Co. LLC, as investment manager on behalf of multiple clients (incorporated by reference to Exhibit 10.5 to Cooper-Standard Holdings Inc.'s Current Report on Form 8-K filed June 3, 2010).
10.22**†	2011 Cooper-Standard Holdings Inc. Omnibus Incentive Plan.
10.23**†	Form of Cooper-Standard Holdings Inc. 2011 Omnibus Incentive Plan Stock Award Agreement for key employees.
10.24**†	Form of Cooper-Standard Holdings Inc. 2011 Omnibus Incentive Plan Nonqualified Stock Option Agreement for key employees.
10.25**†	Form of Cooper-Standard Holdings Inc. 2011 Omnibus Incentive Plan Restricted Stock Unit Award Agreement for key employees.
10.26*†	2010 Cooper-Standard Holdings Inc. Management Incentive Plan (incorporated by reference to Exhibit 10.6 to Cooper-Standard Holdings Inc.'s Current Report on Form 8-K filed June 3, 2010).
10.27*†	Form of 2010 Cooper-Standard Holdings Inc. Management Incentive Plan Nonqualified Stock Option Agreement for key employees (incorporated by reference to Exhibit 10.7 to Cooper-Standard Holdings Inc.'s Current Report on Form 8-K filed June 3, 2010).
10.28*†	Form of 2010 Cooper-Standard Holdings Inc. Management Incentive Plan Restricted Stock Award Agreement for key employees (incorporated by reference to Exhibit 10.8 to Cooper-Standard Holdings Inc.'s Current Report on Form 8-K filed June 3, 2010).
10.29*†	Form of 2010 Cooper-Standard Holdings Inc. Management Incentive Plan Nonqualified Stock Option Agreement for directors (incorporated by reference to Exhibit 10.9 to Cooper-Standard Holdings Inc.'s Current Report on Form 8-K filed June 3, 2010).
10.30*†	Form of 2010 Cooper-Standard Holdings Inc. Management Incentive Plan Restricted Stock Award Agreement for directors (incorporated by reference to Exhibit 10.10 to Cooper-Standard Holdings Inc.'s Current Report on Form 8-K filed June 3, 2010).
10.31*	Settlement Agreement, dated as of March 17, 2010 (incorporated by reference to Exhibit 10.2 to Cooper-Standard Holdings Inc.'s Quarterly Report on Form 10-Q for the quarterly period ended March 31, 2010).
12.1**	Computation of Ratio of Earnings to Fixed Charges.
21.1**	List of Subsidiaries.
24.1**	Powers of Attorney.
31.1**	Certification of Principal Executive Officer Pursuant to Exchange Act Rule 13a-14(a)/15d-14(a) (Section 302 of the Sarbanes-Oxley Act of 2002).
31.2**	Certification of Principal Financial Officer Pursuant to Exchange Act Rule 13a-14(a)/15d-14(a) (Section 302 of the Sarbanes-Oxley Act of 2002).
32.1**	Certification of Chief Executive Officer Pursuant to 18 U.S.C. Section 1350 (Section 906 of the Sarbanes-Oxley Act of 2002).

Exhibit No.	Description of Exhibit
32.2**	Certification of Chief Financial Officer Pursuant to 18 U.S.C. Section 1350 (Section 906 of the Sarbanes-Oxley Act of 2002).

*   Previously filed.
**   Filed herewith
†   Management contracts and compensation plans or arrangement.

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SIGNATURES

Pursuant to the requirements of Section 13 or 15(d) of the Securities Exchange Act of 1934, the registrant has duly caused this report to be signed on its behalf by the undersigned, thereunto duly authorized.

COOPER-STANDARD HOLDINGS INC.

Date: March 21, 2011

/s/ James S. McElya
James S. McElya
Chairman and Chief Executive Officer and Director

Pursuant to the requirements of the Securities Exchange Act of 1934, this report has been signed below on March 21, 2011 by the following persons on behalf of the registrant in the capacities indicated.

Signature	Title
/s/ James S. McElya James S. McElya	Chairman and Chief Executive Officer and Director
/s/ Allen J. Campbell Allen J. Campbell	Chief Financial Officer (Principal Financial Officer)
/s/ Helen T. Yantz Helen T. Yantz	Controller (Principal Accounting Officer)
/s/ Glenn R. August Glenn R. August	Director
/s/ Orlando A. Bustos Orlando A Bustos	Director
/s/ Larry Jutte Larry Jutte	Director
/s/ David J. Mastrocola David J. Mastrocola	Director
/s/ Stephen A. Van Oss Stephen A. Van Oss	Director
/s/ Kenneth L. Way Kenneth L. Way	Director

Exhibit 10.7

COOPER-STANDARD AUTOMOTIVE INC.
EXECUTIVE SEVERANCE PAY PLAN

Effective January 1, 2011

COOPER-STANDARD AUTOMOTIVE INC.
EXECUTIVE SEVERANCE PAY PLAN

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COOPER-STANDARD AUTOMOTIVE INC.
EXECUTIVE SEVERANCE PAY PLAN

1. *General Statement of Purpose*. The Board of Directors (the "**Board"**) of Cooper-Standard Automotive Inc. (the "**Company**") has considered the effect the departure of certain executives may have on the Company and such executives, including departures in connection with a change of control of the Company. The executives have made and are expected to continue to make major contributions to the short-term and long-term profitability, growth and financial strength of the Company. The Company, recognizing the importance of retaining key executives, desires to assure itself of both the present and future continuity of management, desires to establish certain minimum severance benefits for certain of its executives, and wishes to ensure that its executives are appropriately protected and are not practically disabled from discharging their duties at any time, including in connection with a potential change of control of the Company.

As a result, the Board believes that the Cooper-Standard Automotive Inc. Executive Severance Pay Plan (the "**Plan**") will assist the Company in attracting and retaining qualified executives.

2. *Effective and Termination Dates*. The "**Effective Date**" of the Plan is January 1, 2011. The Plan will automatically terminate on the later of (i) December 31, 2015 or (ii) the second anniversary of a Change of Control (the **"Termination Date"**); provided, however, that on each December 31, commencing with the year 2015, the Termination Date will automatically be extended for an additional year unless, not later than 120 calendar days prior to such date, the Company shall have given written notice to the Executives that the Termination Date is not to be so extended.

3. *Definitions*. Where the following words and phrases appear in the Plan, they shall have the respective meanings set forth below, unless their context clearly indicates otherwise:

(a) "**Affiliate**" shall mean, with respect to an entity, any entity directly or indirectly controlling, controlled by, or under common control with such first entity.

(b) "**Annual Compensation**" means the sum of (i) the Executive's Base Pay as in effect immediately prior to his or her termination and (ii) the target annual incentive payment amount under the Executive's annual cash incentive compensation award for the year prior to the year in which the Executive's termination occurs.

(c) "**Base Pay**" means, with respect to each Executive, the rate of annual base salary, as in effect from time to time. Notwithstanding the foregoing, if an Executive is terminating employment for Good Reason as a result of a material reduction in his Base Pay, then for purposes of Section 5, the term "Base Pay" shall mean such pay as determined prior to such reduction.

(d) "**Board**" means the Board of Directors of the Company.

(e) “**Cause**” means that, prior to any termination of employment pursuant to Section 4(b), the Executive shall have committed:

(i) any act or omission constituting a material breach by the Executive of any of his significant obligations to or agreements with the Company or its Affiliate or the continued failure or refusal of the Executive to adequately perform the duties reasonably required by the Company or its Affiliate which, in either case, is or may be materially injurious to the financial condition or business reputation of, or otherwise is or may be materially injurious to, the Company or its Affiliate, after notification by the Board of such breach, failure or refusal and failure of the Executive to correct such breach, failure or refusal within thirty (30) days of such notification (other than by reason of the incapacity of the Executive due to physical or mental illness); or

(ii) the commission by and indictment of the Executive of a felony, or the perpetration by and criminal conviction of or civil verdict finding the Executive committed a dishonest act or common law fraud against the Company or its Affiliate (for the avoidance of doubt, conviction and civil verdict, in each case, shall mean when no further appeals may be taken by the Executive from such conviction or civil verdict and such conviction or civil verdict becomes final and binding upon the Executive with no further right of appeal); or

(iii) any other willful act or omission which is or may be materially injurious to the financial condition or business reputation of, or otherwise is or may be materially injurious to, the Company or its Affiliate, after notification by the Board of such act or omission and failure of the Executive to correct such act or omission within thirty (30) days of such notification (other than by reason of the incapacity of the Executive due to physical or mental illness).

Any notification to be given by the Board in accordance with Section 3(e)(i) or 3(e)(iii) shall specifically identify the breach, failure, refusal, act or omission to which the notification relates and, in the case of Section 3(e)(i) or 3(e)(iii) shall describe the actual or potential injury to the Company or its Affiliate.

For the avoidance of doubt and for the purpose of determining Cause, the exercise of business judgment by the Executive shall not be determined to be Cause, even if such business judgment materially injures the financial condition or business reputation of, or is otherwise materially injurious to the Company or any of its Affiliates, unless such business judgment by the Executive was not made in good faith, or constitutes willful or wanton misconduct, or was an intentional violation of state or federal law.

(f) “**Change of Control**” means the occurrence of any of the following events after the Effective Date (i) the sale or disposition, in one or a series of related transactions, of all or substantially all of the assets of CSH to any “person” or “group” (as such terms are defined in Sections 13(d)(3) and 14(d)(2) of the Exchange Act other than

Permitted Holders or (ii) any person or group other than Permitted Holders is or becomes the "beneficial owner" (as defined in Rules 13d-3 and l3d-5 under the Exchange Act), directly or indirectly, of greater than or equal to 50% of the total voting power of the voting stock of CSH, including by way of merger, consolidation or otherwise. Notwithstanding that a transaction or series of transactions does not constitute a Change of Control, with respect to any Executive it shall be deemed a Change of Control for purposes of the Executive's entitlement's hereunder if clause (i), above, is satisfied in respect of the business or division in which such Executive is principally engaged. For the avoidance of doubt (x) a Change of Control pursuant to the immediately preceding sentence shall not apply to any Executive whose employment is not primarily with and for the business or division that is sold and (y) notwithstanding anything to the contrary herein, neither (A) the listing of the common stock of CSH or the Company on a national securities exchange nor (B) a Public Offering shall itself constitute a Change of Control.

(g) "**Code**" means the Internal Revenue Code of 1986, as amended, or any successor thereto. Any reference to a specific provision of the Code shall be deemed to include any successor provision thereto.

(h) "**Committee**" means the Board or any committee to which the Board delegates duties and powers hereunder.

(i) "**CSH**" means Cooper-Standard Holdings Inc.

(j) "**Employee Benefits**" means the perquisites, benefits and service credit for benefits as provided under any and all employee; retirement income and welfare benefit policies, plans, programs or arrangements in which an Executive is entitled to participate, including without limitation any savings, pension, supplemental executive retirement, or other retirement income or welfare benefit, stock option, performance share, performance unit, stock purchase, stock appreciation, deferred compensation, incentive compensation, group or other life, health, medical/hospital or other insurance (whether funded by actual insurance or self-insured by the Company), disability, salary continuation, expense reimbursement and other employee benefit policies, plans, programs or arrangements that may now exist or any policies, plans, programs or arrangements that may be adopted hereafter by the Company or its Affiliate.

(k) "**Exchange Act**" means the Securities Exchange Act of 1934, as amended. Any reference to a specific provision of the Exchange Act shall be deemed to include any successor provision thereto.

(l) "**Executive**" means an employee of the Company duly appointed by the Board as an authorized signatory of CSH and the Company for all purposes.

(m) "**Executive Officer**" means an employee of the Company who is an "officer" within the meaning of Rule 16a-1(f) promulgated under the Exchange Act or, if at any time the Company does not have a class of securities registered pursuant to Section 12 of the Exchange Act, an employee of the Company who would be deemed an "officer" within the meaning of Rule 16a-1(f) if the Company had a class of securities so registered, as determined by the Board in its discretion.

(n) “**Good Reason**” means the occurrence, without the Executive’s consent, of any of the following prior to the end of the Severance Period:

(i) (A) a significant adverse change in the nature or scope of the authorities, powers, functions, responsibilities or duties attached to the position with the Company which the Executive held immediately prior to the Change of Control, or (B) a reduction in the Executive’s Base Pay or opportunities for incentive compensation pursuant to any incentive compensation plan or program established by the Company other than a reduction which is applied generally to other Executives in a similar manner, any of which is not remedied by the Company within thirty (30) calendar days after receipt by the Company of written notice from the Executive of such change or reduction; or

(ii) the Company requires the Executive to have his principal location of work changed to any location that is in excess of 50 miles from the location thereof immediately prior to or after the Change of Control.

Any notification to be given by the Executive in accordance with Section 3(n)(i) or 3(n)(ii) shall specifically identify the change, reduction or breach to which the notification relates and must be given by the Executive within ninety (90) days of the initial existence of the conditions giving rise to such change, reduction or breach. Failure of the Executive to timely provide notice to the Company shall be deemed to constitute the Executive’s consent to such change, reduction or breach and the Executive shall thereafter waive his right to terminate for Good Reason as a result of such specific change, reduction or breach. For the Executive to be considered to have terminated for “Good Reason”, the Executive must Separate from Service no later than sixty (60) days following the existence of the Good Reason.

(o) “**Permitted Holders**” means, as of the date of determination, any and all of (i) an employee benefit plan (or trust forming a part thereof) maintained by the Company or its Affiliate, or (ii) any corporation or other person of which a majority of its voting power of its voting securities or equity interest is owned, directly or indirectly, by the Company.

(p) “**Public Offering**” means the first day as of which (i) sales of the common stock of CSH or the Company are made to the public in the United States pursuant to an effective registration statement filed under the Securities Act of 1933, as amended, or (ii) the Board has determined that shares of the common stock of CSH or the Company otherwise have become publicly traded for this purpose.

(q) “**Separation from Service**” means the date an Executive separates from service from the Company and its Subsidiaries within the meaning of, and applying the default rules of, the regulations promulgated under Code Section 409A.

(r) "**Severance Pay**" means the amounts payable and benefits provided as set forth in Section 5(a) or 5(b).

(s) "**Severance Period**" means the period of time commencing on the date of the first occurrence of a Change of Control and continuing until the earlier of (i) the second anniversary of the occurrence of the Change of Control or (ii) the Executive's death.

(t) "**Subsidiary**" means any corporation or other entity in which the Company has a direct or indirect ownership interest of 50% or more of the total combined voting power of the then-outstanding securities or interests of such corporation or other entity entitled to vote generally in the election of directors (or members of any similar governing body) or in which the Company has the right to receive 50% or more of the distribution of profits or 50% of the assets or liquidation or dissolution.

4. *Eligibility; Termination of Employment*.

(a) Subject to the limitations described below, all Executives shall be eligible to participate in the Plan immediately upon being appointed an Executive and shall remain covered hereunder for so long as such individual remains in an Executive position; provided, however, that:

(i) If an Executive has an employment or similar agreement that specifically provides for severance benefits, such Executive shall be ineligible hereunder for so long as such agreement is in effect; and

(ii) In the event of a Change of Control described in the second to last sentence of Section 3(f), the Plan shall only apply to: (i) Executives who are employed immediately prior to the date that the Change of Control occurs with the group whose assets are being sold as a result of the Change of Control and (ii) Executives who are employed by the corporate headquarters of the Company immediately prior to the date that such Change of Control occurs and in each case (A) whose positions are transferred to the successor of the group whose assets are being sold, or (B) whose employment is terminated as a result of the Change of Control.

(b) If an Executive's employment is terminated by the Company and such termination is without Cause, or if an Executive's employment is terminated by the Executive for Good Reason, then the Executive will be entitled to the Severance Pay described in Section 5.

(c) A termination pursuant to Subsection (b) will not affect any rights that the Executive may have pursuant to any agreement, policy, plan, program or arrangement of the Company providing Employee Benefits (other than as expressly provided in such agreement, policy, plan, program or arrangements), which rights shall be governed by the terms thereof.

(d) Notwithstanding the preceding provisions of this Section, an Executive will not be entitled to Severance Pay if his employment with the Company is terminated because:

(i) of the Executive's death; or

(ii) the Executive becomes permanently disabled within the meaning of, and is eligible to receive disability benefits pursuant to, the long-term disability plan as then in effect.

5. *Severance Pay*.

(a) Subject to the provisions of this Plan, including but not limited to Section 5(b) and Section 6, if an Executive's employment is terminated by the Company without Cause or by the Executive for Good Reason, then the Company will pay or provide to the Executive as Severance Pay the following:

(i) A single lump sum cash payment equal to (x) with respect to the Executive who is the Chief Executive Officer of the Company, two (2) times such Executive's Annual Compensation, (y) with respect to Executives who are Executive Officers of the Company, one and a half (1.5) times such Executive's Annual Compensation, and (z) with respect to all other Executives, one (1) times such Executive's Annual Compensation. Except as provided in Section 5(e), payment of the lump sum shall be made forty-five (45) days after the date of the Executive's Separation from Service.

(ii) A single lump sum cash payment of the pro rata portion of the annual cash incentive compensation award, if any, granted to the Executive for the year in which such termination occurs, determined by multiplying (x) the payout amount due under the award based on actual performance results for the year, by (y) the percentage of the fiscal year that shall have elapsed through the date of Executive's termination of employment. Payment of the prorated annual cash incentive will be made following the end of the performance period and when the payment would have otherwise been made had Executive's employment not terminated.

(iii) For eighteen (18) months (for the Chief Executive Officer and any Executive Officer) and twelve (12) months (for all other Executives) following his date of termination, provided the Executive timely makes an election to continue health plan coverage pursuant to COBRA, the Company shall charge the Executive only the premiums or contributions being paid during such period by similarly situated active employees for such coverage. Notwithstanding the foregoing, with respect to any fully-insured health plan, if the Company determines that the provision of such coverage would be considered discriminatory such that the Company would be subject to an excise tax for providing such coverage, then this provision shall cease to apply as of the date of such determination and the Executive shall be entitled to continue health plan coverage pursuant to the continuation provisions of COBRA.

(iv) Outplacement services by a firm selected by the Executive so long as such services are commenced within twelve (12) months following the Executive's Separation from Service and are completed prior to the end of the second calendar year following the year in which the Executive's Separation from Service occurs, at the expense of the Company in a reasonable amount not to exceed the lesser of 15% of the Executive's Base Pay or $50,000, payable within thirty (30) days after receipt of an invoice from the outplacement firm.

(b) Subject to the provisions of this Plan, including but not limited to Section 6, if during the Severance Period, the employment of an Executive is terminated by the Company without Cause or by the Executive for Good Reason, then, in lieu of the pay and benefits provided in subsection (a), the Company will pay or provide to the Executive the following:

(i) A single lump sum cash payment equal to (x) with respect to Executives who are Executive Officers, and the Chief Executive Officer, two (2) times such Executive's Annual Compensation, and (y) with respect to all other Executives, one and a half (1.5) times such Executive's Annual Compensation. Except as provided in Section 5(e), payment of the lump sum shall be made forty-five (45) days after the date of the Executive's Separation from Service.

(ii) A single lump sum cash payment of the pro rata portion of the annual cash incentive compensation award, if any, granted to the Executive for the year in which the Executive's termination occurs, determined by multiplying (x) the target payout amount due under the award, by (y) the percentage of the fiscal year that shall have elapsed through the date of Executive's termination of employment. Except as provided in Section 5(e), payment of the lump sum shall be made forty-five (45) days after the date of the Executive's Separation from Service.

(iii) For eighteen (18) months following his date of termination, provided the Executive timely makes an election to continue health plan coverage pursuant to COBRA, the Company shall charge the Executive only the premiums or contributions being paid during such period by similarly situated active employees for such coverage. Notwithstanding the foregoing, with respect to any fully-insured health plan, if the Company determines that the provision of such coverage would be considered discriminatory such that the Company would be subject to an excise tax for providing such coverage, then this provision shall cease to apply as of the date of such determination and the Executive shall be entitled to continue health plan coverage pursuant to the continuation provisions of COBRA.

(iv) Outplacement services by a firm selected by the Executive so long as such services are commenced within twelve (12) months following the

Executive's Separation from Service and are completed prior to the end of the second calendar year following the year in which the Executive's Separation from Service occurs, at the expense of the Company in a reasonable amount not to exceed the lesser of 15% of the Executive's Base Pay or $50,000, payable within thirty (30) days after receipt of an invoice from the outplacement firm.

(c) The Company's obligation to make the payments or provide the benefits, and the Executive's right to receive such payments or benefits, described in Sections 5(a) or 5(b) are conditioned on the execution by the Executive (and failure to revoke, if applicable) and delivery to the Company of the confidentiality, non-compete and non-disparagement agreement provided by the Company to the Executive, which shall be substantially in the form set forth in Exhibit A hereto, and the release provided by the Company to the Executive, which shall be substantially in the form set forth in Exhibit B hereto, no later than thirty (30) days after the date of the Executive's termination of employment. If the Executive fails to execute (or executes and then revokes, if applicable) either the agreement set forth in Exhibit A or the release set forth in Exhibit B within such thirty (30) day period, then the Company shall have no obligation to make the payments or provide the benefits described hereinabove.

(d) Without limiting the rights of an Executive at law or in equity, if the Company fails to make any payment or provide any benefit required to be made or provided hereunder on a timely basis, then the Company will pay interest on the amount or value thereof at an annualized rate of interest equal to the so-called composite "prime rate" as quoted from tune to time during the relevant period in the Midwest Edition of *The Wall Street Journal* plus the lesser of 5% or the maximum rate of interest allowed by law. Such interest will be payable as it accrues on demand. Any change of such prime rate or maximum rate will be effective on and as of the date of such change.

(e) Notwithstanding the timing of payments set forth in this Section 5, if the Company determines that the Executive is a "specified employee" within the meaning of Code Section 409A on the date of the Executive's Separation from Service, then the payments due under Sections 5(a)(i) and 5(b)(i) and (ii), and any other payment that the Company determines is not exempt from Code Section 409A, will be delayed (without any reduction in such payments or benefits ultimately paid or provided to Executive and without earnings or interest) and will be paid one day and six (6) months following the date of the Executive's Separation from Service.

(f) Notwithstanding any provision of the Plan to the contrary, the rights and obligations under this Section and under Sections 6 and 9 will survive any termination or expiration of the Plan or the termination of an Executive's employment for any reason whatsoever.

6. *Limitations on Severance Pay and Other Payments or Benefits*.

(a) Notwithstanding any other provision of this Plan, if any portion of the Severance Pay or any other payment under this Plan, or under any other agreement with the Executive or plan of the Company or its Affiliates (in the aggregate, "Total

Payments”), would constitute an “excess parachute payment” and would, but for this Section 6(a), result in the imposition on the Executive of an excise tax under Section 4999 of the Code (the “Excise Tax”), then the Total Payments to be made to the Executive shall either be (i) delivered in full, or (ii) delivered in such amount so that no portion of such Total Payments would be subject to the Excise Tax, whichever of the foregoing results in the receipt by the Executive of the greatest benefit on an after-tax basis (taking into account the applicable federal, state and local income taxes and the Excise Tax).

(b) Within forty (40) days following a termination of employment or notice by one party to the other of its belief that there is a payment or benefit due the Executive that will result in an excess parachute payment, the Executive and the Company, at the Company’s expense, shall obtain the opinion (which need not be unqualified) of nationally recognized tax counsel (“National Tax Counsel”) selected by the Company’s independent auditors and reasonably acceptable to the Executive (which may be regular outside counsel to the Company), which opinion sets forth (i) the amount of the Base Period Income (as defined below), (ii) the amount and present value of the Total Payments, (iii) the amount and present value of any excess parachute payments determined without regard to any reduction of Total Payments pursuant to Section 6(a)(ii) and (iv) the net after-tax proceeds to the Executive, taking into account the tax imposed under Code Section 4999 if (x) the Total Payments were reduced in accordance with Section 6(a)(ii) or (y) the Total Payments were not so reduced. The opinion of National Tax Counsel shall be addressed to the Company and the Executive and shall be binding upon the Company and the Executive. If such National Tax Counsel opinion determines that Section 6(a)(ii) above applies, then the Severance Pay hereunder or any other payment or benefit determined by such counsel to be includable in Total Payments shall be reduced or eliminated so that under the bases of calculations set forth in such opinion there will be no excess parachute payment. In such event, payments or benefits included in the Total Payments shall be reduced or eliminated by applying the following principles, in order: (1) the payment or benefit with the higher ratio of the parachute payment value to present economic value (determined using reasonable actuarial assumptions) shall be reduced or eliminated before a payment or benefit with a lower ratio; (2) the payment or benefit with the later possible payment date shall be reduced or eliminated before a payment or benefit with an earlier payment date; and (3) cash payments shall be reduced prior to non-cash benefits; provided that if the foregoing order of reduction or elimination would violate Section 409A of the Code, then the reduction shall be made pro rata among the payments or benefits included in the Severance Pay (on the basis of the relative present value of the parachute payments).

(c) For purposes of this Plan: (i) the terms “excess parachute payment” and “parachute payments” shall have the meanings assigned to them in Section 280G of the Code and such “parachute payments” shall be valued as provided therein; (ii) present value shall be calculated in accordance with Section 280G(d)(4) of the Code; (iii) the term “Base Period Income” means an amount equal to the Executive’s “annualized includible compensation for the base period” as defined in Section 280G(d)(1); (iv) for purposes of the opinion of National Tax Counsel, the value of any noncash benefits or any deferred payment or benefit shall be determined by the Company’s independent auditors in accordance with the principles of Section 280G(d)(3) and (4) of the Code, which determination shall be evidenced in a certificate of such auditors addressed to the Company and the Executive; and (v) the Executive shall be deemed to pay federal income tax and local income taxes at the highest marginal rate of taxation in the state or locality of the Executive's domicile (determined in both cases in the calendar year in which the termination of employment or notice described in Section 6(b) is given, whichever is earlier), net of the maximum reduction in federal income taxes that may be obtained from the deduction of such state and local taxes.

(d) If such National Tax Counsel so requests in connection with the opinion required by this Section 6, then the Executive and the Company shall obtain, at the Company's expense, and the National Tax Counsel may rely on, the advice of a firm of recognized executive compensation consultants as to the reasonableness of any item of compensation to be received by the Executive solely with respect to its status under Section 280G of the Code.

(e) The Company agrees to bear all costs associated with, and to indemnify and hold harmless, the National Tax Counsel of and from any and all claims, damages, and expenses resulting from or relating to its determinations pursuant to this Section 6, except for claims, damages or expenses resulting from the gross negligence or willful misconduct of such firm.

(f) This Section 6 shall be amended to comply with any amendment or successor provision to Sections 280G or 4999 of the Code. If such provisions are repealed without successor, then this Section 6 shall be cancelled without further effect.

7. *No Mitigation Obligation*. The Company hereby acknowledges that it will be difficult and may be impossible for an Executive to find reasonably comparable employment following his termination of employment with the Company and that the non-competition agreement required by Section 5(c) will further limit the employment opportunities for an Executive. Accordingly, the provision of Severance Pay by the Company to an Executive in accordance with the terms of the Plan is hereby acknowledged by the Company to be reasonable, and an Executive will not be required to mitigate the amount of any payment provided for in the Plan by seeking other employment or otherwise, nor will any profits, income, earnings or other benefits from any source whatsoever create any mitigation, offset, reduction or any other obligation on the part of an Executive hereunder or otherwise.

8. *Certain Payments not Considered for Other Benefits, etc*. The legal fee and expense reimbursement provided under Section 8 and reimbursements for outplacement counseling provided under Section 5 will not be included as earnings for the purpose of calculating contributions or benefits under any employee benefit plan of the Company.

9. *Legal Fees and Expenses*. Following a Change of Control, it is the intent of the Company that each Executive not be required to incur legal fees and the related expenses associated with the interpretation, enforcement or defense of his rights under the Plan by litigation or otherwise (including making a claim pursuant to the provisions of Section 17(d)) because the cost and expense thereof would substantially detract from the benefits intended to be

extended to each Executive hereunder. Accordingly, if it should appear to an Executive that the Company has failed to comply with any of its obligations under the Plan following a Change of Control or in the event that the Company or any other person takes or threatens to take any action to declare the Plan void or unenforceable, or institutes any litigation or other action or proceeding designed to deny, or to recover from, the Executive the benefits provided or intended to be provided to the Executive hereunder, in each case, following a Change of Control the Company irrevocably authorizes the Executive from time to time to retain counsel of his choice, at the expense of the Company as hereafter provided, to advise and represent the Executive in connection with any such interpretation, enforcement or defense. Notwithstanding any existing or prior attorney-client relationship between the Company and such counsel, the Company irrevocably consents to the Executive's entering into an attorney-client relationship with such counsel, and in that connection the Company and the Executive agree that a confidential relationship will exist between the Executive and such counsel. Without respect to whether the Executive prevails, in whole or in part, in connection with any of the foregoing, the Company will pay and be solely financially responsible for any and all attorneys' and related fees and expenses incurred by the Executive in connection with any of the foregoing; provided that, in regard to such matters, the Executive has not acted in bad faith or with no colorable claim of success. The Company shall promptly pay the fees incurred, upon receipt of proper documentation thereof, and in no event shall payment be made later than the end of the calendar year following the calendar year in which such fees were incurred.

10. *Employment Rights*. Nothing expressed or implied in the Plan shall create any right or duty on the part of the Company or an Executive to have the Executive remain in the employment of the Company at any time prior to or following a Change of Control. Each Executive covered by this Plan expressly acknowledges that he is an employee at will.

11. *Withholding of Taxes*. The Company or its Affiliate may withhold from any amounts payable under the Plan all federal, state, city or other taxes as shall be required pursuant to any law or government regulation or ruling.

12. *Successors and Binding Effect*.

(a) The Company will require any successor (including, without limitation, any persons acquiring directly or indirectly all or substantially all of the business and/or assets of the Company, whether by purchase, merger, consolidation, reorganization or otherwise, and such successor shall thereafter be deemed the Company for the purposes of the Plan), to expressly or by operation of law assume and agree to perform the obligations under the Plan in the same manner and to the same extent the Company would be required to perform if no such succession had taken place; provided that the assignment of this Plan shall not affect whether a Change of Control has occurred. The Plan shall be binding upon and inure to the benefit of the Company and any successor to the Company, but shall not otherwise be assignable, transferable or delegable by the Company.

(b) The rights under the Plan shall inure to the benefit of and be enforceable by each Executive's personal or legal representatives, executors, administrators, successors, heirs, distributees and/or legatees.

(c) The rights under the Plan are personal in nature and neither the Company nor any Executive shall, without the consent of the other, assign, transfer or delegate the Plan or any rights or obligations hereunder except as expressly provided in this Section. Without limiting the generality of the foregoing, an Executive's right to receive payments hereunder shall not be assignable, transferable or delegable, whether by pledge, creation of a security interest or otherwise, other than by a transfer by his or her will or by the laws of descent and distribution and, in the event of any attempted assignment or transfer contrary to this Section, the Company shall have no liability to pay any amount so attempted to be assigned, transferred or delegated.

(d) The obligation of the Company to make payments and/or provide benefits hereunder shall represent an unsecured obligation of the Company.

(e) The Company recognizes that each Executive will have no adequate remedy at law for breach by the Company of any of the agreements contained herein and, in the event of any such breach, the Company hereby agrees and consents that each Executive shall be entitled to a decree of specific performance, mandamus or other appropriate remedy to enforce performance of obligations of the Company under the Plan.

13. *Governing Law*. All matters affecting this Plan, including the validity, interpretation, construction and performance of the Plan shall be governed by the laws of the State of Michigan, without giving effect to the principles of conflict of laws of such State.

14. *Validity*. If any provisions of the Plan or the application of any provision hereof to any person or circumstance is held invalid, unenforceable or otherwise illegal, the remainder of the Plan and the application of such provision to any other person or circumstances shall not be affected, and the provision so held to be invalid, unenforceable or otherwise illegal shall be reformed to the extent (and only to the extent) necessary to make it enforceable, valid and legal.

15. *Headings*. The headings in the Plan are for convenience of reference only and do not define, limit or describe the scope or intent of the Plan or any part hereof and shall not be considered in any construction hereof.

16. *Construction*. The masculine gender, where appearing in the Plan, shall be deemed to include the feminine gender and the singular shall be deemed to include the plural, unless the context clearly indicates to the contrary.

17. *Administration of the Plan*.

(a) *In General*: The Plan shall be administered by the Company, which shall be the named fiduciary under the Plan.

(b) *Delegation of Duties*: The Company may delegate any of its administrative duties, including, without limitation, duties with respect to the processing, review, investigation, approval and payment of Severance Pay, to named administrator or administrators.

(c) *Regulations*: The Company shall promulgate any rules and regulations it deems necessary in order to carry out the purposes of the Plan or to interpret the terms and conditions of the Plan; provided, however, that no rule, regulation or interpretation shall be contrary to the provisions of the Plan.

(d) *Claims Procedure*: The Company shall determine the rights of any employee of the Company to any Severance Pay hereunder. Any employee or former employee of the Company who believes that he has not received any benefit under the Plan to which he believes he is entitled, may file a claim in writing with the General Counsel of the Company (or the Secretary, in the case the Executive is the General Counsel). The Company shall, no later than ninety (90) days after the receipt of a claim, either allow or deny the claim by written notice to the claimant. If a claimant does not receive written notice of the Company's decision on his claim within such ninety (90)-day period, the claim shall be deemed to have been denied in full.

A denial of a claim by the Company, wholly or partially, shall be written in a manner calculated to be understood by the claimant and shall include:

(i) the specific reason or reasons for the denial;

(ii) specific reference to pertinent Plan provisions on which the denial is based;

(iii) a description of any additional material or information necessary for the claimant to perfect the claim and an explanation of why such material or information is necessary; and

(iv) an explanation of the claim review procedure, including the claimant's right to bring a suit for benefits under ERISA section 502(a) following an adverse benefit determination upon review.

A claimant whose claim is denied (or his duly authorized representative) may, within thirty (30) days after receipt of denial of his claim, request a review of such denial by the Company by filing with the Secretary of the Company (or the General Counsel, in the case the Executive is the Secretary) a written request for review of his claim. If the claimant does not file a request for review with the Company within such 30-day period, the claimant shall be deemed to have acquiesced in the original decision of the Company on his claim. If a written request for review is so filed within such 30-day period, the Company shall conduct a full and fair review of such claim.

During such full review, the claimant shall be given the opportunity to review documents that are pertinent to his claim and to submit issues and comments in writing. The Company shall notify the claimant of its decision on review within sixty (60) days after receipt of a request for review. Notice of the decision on review shall be in writing. If the decision on review is not furnished to the claimant within such 60-day period, the claim shall be deemed to have been denied on review.

(e) *Requirement of Receipt*. Upon receipt of any Severance Pay hereunder, the Company reserves the right to require any Executive to execute a receipt evidencing the amount and payment of such Severance Pay.

18. *Amendment and Termination*. The Company reserves the right, except as hereinafter provided, at any time and from time to time, to amend, modify, or change the Plan, including any Exhibit thereto; provided, however, that any such amendment, modification, or change that adversely affects the rights of any Executive under the Plan may not be made without the written consent of any such Executive. Notwithstanding the foregoing, the Company may amend the Plan as necessary to comply with Section 409A of the Code without obtaining the consent of an Executive. The Company may terminate the Plan only as provided in Section 2.

19. *Other Plans, etc*. If the terms of this Plan are inconsistent with the provisions of any other plan, program, contract or arrangement of the Company, to the extent such plan, program, contract or arrangement may be amended by the Company, the terms of the Plan will be deemed to so amend such plan, program, contract or arrangement, and the terms of the Plan will govern.

IN WITNESS WHEREOF, Cooper-Standard Automotive Inc. has caused the Plan to be executed as of the __day of ______, 2011.

COOPER-STANDARD AUTOMOTIVE INC.

By: ____________________

Its: ____________________

EXHIBIT A

Form of Confidentiality, Non-Compete and Non-Disparagement Agreement

WHEREAS, the Executive's employment has been terminated in accordance with Section 4(b) of the Cooper-Standard Automotive Inc. Executive Severance Pay Plan, (the "**Plan**") (capitalized terms used herein without definition have the meanings specified in the Plan); and

WHEREAS, the Executive is required to sign this Confidentiality, Non-Compete and Non-Disparagement Agreement ("**Agreement**") in order to receive the Severance Pay (as such term is defined in the Plan) as described in Section 5 of the Plan.

NOW THEREFORE, in consideration of the promises and agreements contained herein and other good and valuable consideration, the sufficiency and receipt of which are hereby acknowledged, and intending to be legally bound, the Executive agrees as follows:

1. *Effective Date of Agreement*. This Agreement is effective on the date hereof and continue in effect as provided herein.

2. *Confidentiality; Confidential Information*. In consideration of the payments to be made and the benefits to be received by the Executive pursuant to the Plan:

(a) Executive acknowledges and agrees that in the performance of his duties as an employee of the Company or its Affiliates, he was and will continue to be brought into frequent contact with, had and will continue to have access to, and became and will continue to become informed of confidential and proprietary information of the Company and its Affiliates and/or information which is a trade secret of the Company and/or its affiliates (collectively, "**Confidential Information**"), as more fully described in paragraph (b) of this Section. Executive acknowledges and agrees that the Confidential Information of the Company and its Affiliates gained by Executive during his association with the Company and its Affiliates was, is and will be developed by and/or for the Company and its affiliates through substantial expenditure of time, effort and money and constitutes valuable and unique property of the Company and its Affiliates.

(b) The Executive will keep in strict confidence, and will not, directly or indirectly, at any time, disclose, furnish, disseminate, make available, use or suffer to be used in any manner any Confidential Information of the Company or its Affiliates without limitation as to when or how the Executive may have acquired such Confidential Information (subject to subsection (d)). The Executive specifically acknowledges that Confidential Information includes any and all information, whether reduced to writing (or in a form from which information can be obtained, translated, or derived into reasonably usable form), or maintained in the mind or memory of the Executive and whether compiled or created by the Company or its Affiliates, which derives independent economic value from not being readily known to or ascertainable by proper means by others who can obtain economic value from the disclosure or use of such information, that reasonable efforts have been put forth by the Company and its Affiliates to maintain the secrecy of Confidential Information, that such Confidential Information is and will remain the sole property of the Company and its Affiliates, and that any retention (in tangible form) or use by the Executive of Confidential Information not in the good faith performance of his duties in the best interest of the Company or, in any case, after the termination of the Executive's employment with and services for the Company and its Affiliates shall constitute a misappropriation of the Company's Confidential Information.

(c) The Executive further agrees that he shall return, within ten (10) days of the effective date of his termination as an employee of the Company and its Affiliates, in good condition, all property of the Company and its Affiliates then in his possession, including, without limitation, whether in hard copy or in any other media (i) property, documents and/or all other materials (including copies, reproductions, summaries and/or analyses) which constitute, refer or relate to Confidential Information of the Company or its Affiliates, (ii) keys to property of the Company or its Affiliates, (iii) files and (iv) blueprints or other drawings.

(d) The Executive further acknowledges and agrees that his obligation of confidentiality shall survive until and unless such Confidential Information of the Company or its Affiliates shall have become, through no fault of the Executive, generally known to the industry or the Executive is required by law (after providing the Company with notice and opportunity to contest such requirement) to make disclosure. The Executive's obligations under this Section are in addition to, and not in limitation or preemption of, all other obligations of confidentiality which the Executive may have to the Company and its Affiliates under general legal or equitable principles or statutes.

3. *Non-Disparagement.* The Executive agrees that he will not take any action to disparage or criticize the Company or its Affiliates or their respective employees, officers, directors, owners or customers or to engage in any other action that injures or hinders the business relationships of the Company or its Affiliates. Nothing contained in this Section 3 shall preclude the Executive from enforcing his rights under the Plan.

4. *Non-Compete.* The Executive agrees that he will not, for a period of **[insert severance period, e.g. two (2) years if two (2) times Base Pay is being paid]** following his termination with the Company and its Affiliates, engage in Competitive Activity.

5. *Nonsolicitation*. The Executive further agrees that he will not, directly or indirectly, for a period of **[insert severance period, e.g. two (2) years if two (2) times Base Pay is being paid]** following his termination with the Company and its Affiliates:

(a) induce or attempt to induce customers, business relations or accounts of the Company or any of its Affiliates to relinquish their contracts or relationships with the Company or any of its Affiliates; or

(b) solicit, entice, assist or induce other employees, agents or independent contractors to leave the employ of the Company or any of its Affiliates or to terminate their engagements with the Company and/or any of its Affiliates or assist any competitors of the Company or any of its Affiliates in securing the services of such employees, agents or independent contractors.

6. *Definitions*. For purposes of this Agreement, "**Competitive Activity**" means the Executive's participation, without the written consent of the Chief Executive Officer (except where the Executive holds such position, in which case the Board shall be required to provide such written consent), if any, of the Company, in the management of any business enterprise if such enterprise engages in substantial and direct competition with the Company or any its Affiliates and such enterprise's sales of any product or service competitive with any product or service of the Company or its Affiliates amounted to 5% of such enterprise's net sales for its most recently completed fiscal year and if the Company's net sales of said product or service amounted to 5% of, as applicable, the Company's or its Affiliate's net sales for its most recently completed fiscal year. "Competitive Activity" will not include (i) the mere ownership of 5% or more of securities in any such enterprise and the exercise of rights appurtenant thereto or (ii) participation in the management of any such enterprise other than in connection with the competitive operations of such enterprise.

IN WITNESS WHEREOF, the Executive has executed and delivered this Agreement on the date set forth below.

Dated: ______________________________

____
[ ]
Executive

EXHIBIT B

Form of Release

WHEREAS, the Executive's employment has been terminated in accordance with Section 4(b) of the Cooper-Standard Automotive Inc. Executive Severance Pay Plan (the "**Plan**") (capitalized terms used herein without definition have the meanings specified in the Plan); and

WHEREAS, the Executive is required to sign this Release in order to receive the Severance Pay (as such term is defined in the Plan) of the Plan and the other benefits described in the Plan.

NOW THEREFORE, in consideration of the promises and agreements contained herein and other good and valuable consideration, the sufficiency and receipt of which are hereby acknowledged, and intending to be legally bound, the Executive agrees as follows:

1. This Release is effective on the date hereof and will continue in effect as provided herein.

2. In consideration of the payments to be made and the benefits to be received by the Executive pursuant to the Plan, which the Executive acknowledges are in addition to payments and benefits which the Executive would be entitled to receive absent the Plan, the Executive, for himself and his dependents, successors, assigns, heirs, executors and administrators (and his and their legal representatives of every kind), hereby releases, dismisses, remises and forever discharges Cooper-Standard Automotive Inc. ("**Cooper**"), its predecessors, parents, subsidiaries, divisions, related or Affiliated companies, officers, directors, stockholders, members, employees, heirs, successors, assigns, representatives, agents and counsel (the "**Company**") from any and all arbitrations, claims, including claims for attorney's fees, demands, damages, suits, proceedings, actions and/or causes of action of any kind and every description, whether known or unknown, which Executive now has or may have had for, upon, or by reason of any cause whatsoever ("**claims**"), against the Company, including but not limited to:

(e) any and all claims arising out of or relating to Executive's employment by or service with the Company and his termination from the Company;

(f) any and all claims of discrimination, including but not limited to claims of discrimination on the basis of sex, race, age, national origin, marital status, religion or handicap, including, specifically, but without limiting the generality of the foregoing, any claims under the Age Discrimination in Employment Act, as amended, Title VII of the Civil Rights Act of 1964, as amended, the Americans with Disabilities Act, The Elliott-Larsen Civil Rights Act, the Michigan Handicappers' Civil Rights Act, the Michigan Wage Payment Act (MCLA Section 408.471), the Polygraph Protection Act of 1981, the Michigan Whistleblower's Protection Act (MCLA Section 15.361), the common law of the State of Michigan,[1] and any other applicable state statutes and regulations; and

[1] Insert applicable local law for executives outside of Michigan. The following applies for executives in Indiana: Indiana Civil Rights Law: Ind. Code § 22-9-1-1, The Indiana Discrimination Against Disabled Persons Act: Ind. Code § 22-9-5, The Indiana Age Discrimination Act: Ind. Code § 22-9-2, Indiana Equal Pay Law: Ind. Code § 22-2-2-4, The Indiana Smoker's Rights Law: Ind. Code § 22-5-4-1, The Indiana Whistle Blower Law: Ind. Code § 22-5-3-3, the common law of the State of Indiana.

provided, however, that the foregoing shall not apply to claims to enforce rights that Executive may have as of the date hereof or in the future under any of Cooper's health, welfare, retirement, pension or incentive plans, under any indemnification agreement between the Executive and Cooper, under Cooper's indemnification by-laws, under the directors' and officers' liability coverage maintained by Cooper, under the applicable provisions of the Delaware General Corporation Law, or that Executive may have in the future under the Plan or under this Release.

(g) any and all claims of wrongful or unjust discharge or breach of any contract or promise, express or implied.

3. Executive understands and acknowledges that the Company does not admit any violation of law, liability or invasion of any of his rights and that any such violation, liability or invasion is expressly denied. The consideration provided for this Release is made for the purpose of settling and extinguishing all claims and rights (and every other similar or dissimilar matter) that Executive ever had or now may have against the Company to the extent provided in this Release. Executive further agrees and acknowledges that no representations, promises or inducements have been made by the Company other than as appear in the Plan.

4. Executive further agrees and acknowledges that:

(h) The release provided for herein releases claims to and including the date of this Release;

(i) Executive has been advised by the Company to consult with legal counsel prior to executing this Release, has had an opportunity to consult with and to be advised by legal counsel of his choice, fully understands the terns of this Release, and enters into this Release freely, voluntarily and intending to be bound;

(j) Executive has been given a period of 21 days to review and consider the terms of this Release prior to its execution and that he may use as much of the 21 day period as he desires; and

(k) Executive may, within 7 days after execution, revoke this Release. Revocation shall be made by delivering a written notice of revocation to the General Counsel of the Company. For such revocation to be effective, written notice must be actually received by the General Counsel of the Company (or any successor thereto) no later than the close of business on the 7th day after Executive executes this Release. If Executive does exercise his right to revoke this Release, all of the terms and conditions of the Release shall be of no force and effect and the Company shall not have any obligation to make payments or provide benefits to Executive as set forth in the Plan.

5. Executive agrees that he will never file a lawsuit or other complaint asserting any claim that is released in this Release.

6. Executive waives and releases any claim that he has or may have to reemployment after the date of this Release.

IN WITNESS WHEREOF, the Executive has executed and delivered this Release on the date set forth below.

Dated: ______________________________ ______________________________

[ ]
Executive

Exhibit 10.10

COOPER-STANDARD AUTOMOTIVE INC.
SUPPLEMENTAL EXECUTIVE RETIREMENT PLAN

Effective as of January 1, 2011

COOPER-STANDARD AUTOMOTIVE INC.
SUPPLEMENTAL EXECUTIVE RETIREMENT PLAN

INDEX

COOPER-STANDARD AUTOMOTIVE INC.
SUPPLEMENTAL EXECUTIVE RETIREMENT PLAN

Article I. Purpose

1.1. Purpose. The purpose of this Plan is, as contemplated by Section 3(36) of Title I of the Employee Retirement Income Security Act of 1974, as amended ("ERISA") and as contemplated in various Employment Agreements, to compensate for the loss of retirement benefits under the Cooper-Standard Automotive Inc. Salaried Retirement Plan, and/or Company Contributions under the Cooper-Standard Automotive Inc. Enhanced Investment Savings Plan, as a result of certain limitations imposed by Internal Revenue Code of 1986, as amended ("Code"), or certain provisions in the qualified plans.

This Plan also is intended to replace benefits previously provided to certain Participants by the Cooper-Standard Automotive Inc. Nonqualified Supplementary Benefit Plan as in effect December 31, 2010.

Specifically, the Plan provides benefits for three classes of participants:

1. Those employees who retain a final average pay benefit (or combination of a final average pay and cash balance benefit) under the Cooper-Standard Automotive Inc. Nonqualified Supplementary Benefit Plan on and after January 1, 2011. Such participants are entitled to a benefit under this Plan based on the Company contributions made on their behalf under the Enhanced Investment Savings Plan, but calculated without regard to Code Section 401(a)(17) and 415 limits.
2. Those employees who are participants immediately on January 1, 2011 and who no longer have a benefit under the Cooper-Standard Automotive Inc. Nonqualified Supplementary Benefit Plan on and after January 1, 2011. Such participants are entitled to a benefit under this Plan equal to 1.5, plus a transition multiple of between 0.5 to 1.5, times the rate of Company contributions made on their behalf under the Enhanced Investment Savings Plan, but calculated without regard to Code Section 401(a)(17) limits. In addition, the account balance benefit of each such participant under the Cooper-Standard Automotive Inc. Nonqualified Supplementary Benefit Plan as of December 31, 2010 is transferred to this Plan and becomes the January 1, 2011 opening account balance hereunder for such participant.
3. Those employees who initially become eligible to participate after January 1, 2011. Such participants are entitled to a benefit under this Plan equal to 1.5 times the rate of Company contributions made on their behalf under the Enhanced Investment Savings Plan, but calculated without regard to Code Section 401(a)(17) limits.

For all participants, the allocations credited under the Plan are offset by the Company contributions actually made on their behalf under the Enhanced Investment Savings Plan during the same period the participant is covered by the Plan.

Article II. Definitions and Terms; Construction

2.1. Definitions and Terms.

(a) "**Account**" means the bookkeeping account maintained on the books of the Company pursuant to Article VI for the purpose of accounting for the allocations and distributions made under the Plan.

(b) **"Accounting Date"** means each business day.

(c) **"Accounting Period"** means the period beginning on the day immediately following an Accounting Date and ending on the next following Accounting Date.

(d) **"Administrator"** means a committee consisting of one or more persons who shall be appointed by and serve at the pleasure of the Committee.

(e) **"Affiliate"** means, with respect to an entity, any entity directly or indirectly controlled, controlled by, or under common control with, such first entity within the meaning of Code Section 414(b) or (c); provided that for purposes of determining if a Participant has incurred a Separation from Service, the phrase "at least 50 percent" shall be used in place of the phrase "at least 80 percent" each place it appears therein or in the regulations thereunder.

(f) **"Beneficiary"** means the person or persons (natural or otherwise) designated or deemed to be designated by the Participant pursuant to Article VIII to receive benefits payable under the Plan in the event of Participant's death.

(g) **"Board"** means the Board of Directors of the Company.

(h) **"Change of Control"** shall have the meaning given in the Cooper-Standard Holdings Inc. 2011 Omnibus Incentive Plan, or any successor or replacement plan thereto, as it may be amended from time to time. Notwithstanding the foregoing, no "Change of Control" shall occur for purposes of this Plan unless such transaction also qualifies as a change of control under Code Section 409A.

(i) **"Committee"** shall mean the Compensation Committee of the Board.

(j) **"Company"** means Cooper-Standard Automotive Inc., an Ohio corporation, and any successor or successors thereto.

(k) **"Cooper-Standard Automotive Inc. Nonqualified Supplementary Benefit Plan"** means the Cooper-Standard Automotive Inc. Nonqualified Supplementary Benefit Plan, as amended or restated from time to time.

(l) "**Eligible Employee**" means any Employee who is a participant in the Savings Plan and who is employed in a position with a title of Vice President or higher.

(m) **"Employee"** means any employee of the Company or an Affiliate.

(n) “**Participant**” means an Eligible Employee who has met the requirements to participate in the Plan.

(o) **“Plan”** means this Cooper-Standard Automotive Inc. Supplemental Executive Retirement Plan, as amended or restated from time to time.

(p) **“Plan Year”** means the 12-month period beginning January 1 and ending December 31.

(q) **“Retirement Committee”** has the meaning set forth in Article XIV of the Savings Plan.

(r) **“Savings Plan”** means the Cooper-Standard Automotive Inc. Enhanced Investment Savings Plan, as amended or restated from time to time.

(s) **“Separation from Service”** means the date on which a Participant terminates employment from the Company and its Affiliates, or if the Participant continues to provide services, following his or her termination of employment, within the meaning of Code Section 409A, from the Company and its Affiliates, for reasons other than death. Specifically, if a Participant continues to provide services to the Company or an Affiliate in a capacity other than as an employee, such shift in status is not automatically a Separation from Service. A Participant will be treated as having terminated employment from the Company and its Affiliates in accordance with the following procedures:

(1) If a Participant takes a leave of absence from the Company or an Affiliate for purposes of military leave, sick leave or other bona fide leave of absence, the Participant’s employment will be deemed to continue for the first six (6) months of the leave of absence, or if longer, for so long as the Participant’s right to reemployment is provided either by statute or by contract; provided that if the leave of absence is due to a medically determinable physical or mental impairment that can be expected to result in death or last for a continuous period of not less than six (6) months, where such impairment causes the Participant to be unable to perform the duties of his or her position of employment or any substantially similar position of employment, the leave may be extended for up to twenty-nine (29) months without causing a termination of employment. If the period of the leave exceeds the applicable time period set forth above, and the Participant’s right to reemployment is not provided by either statute or contract, the Participant will be considered to have terminated employment on the first day after the end of the applicable period set forth above.

(2) If a Participant’s level of bona fide services for the Company and its Affiliates permanently decreases to twenty percent (20%) or less of the average level of bona fide services performed by the Participant (whether as an employee or independent contractor) for

the Company and its Affiliates over the immediately preceding thirty-six (36) month period (or such lesser period of services), the Participant will be presumed to have terminated employment.

(3) If a Participant's level of bona fide services for the Company and its Affiliates continues at fifty percent (50%) or greater of the average level of bona fide services performed by the Participant (whether as an employee or independent contractor) for the Company and its Affiliates over the immediately preceding thirty-six (36) month period (or such lesser period of services), the Participant will be presumed to have continued in employment.

(t) **"Specified Employee"** means a Participant who, as of the date of his or her Separation from Service, is a key employee (as defined in Code Section 416(i), but without regard to Code Section 416(i)(5)) of the Company or an Affiliate any of the stock of which is publicly traded on an established securities market. A Participant is a key employee under Code Section 416(i) if the employee meets the requirements of Code Section 416(i)(1)(A)(i), (ii) or (iii), applied in accordance with the regulations under Code Section 416, but disregarding Code Section 416(i)(5), at any time during the 12-month period ending on an identification date. If a person is a key employee as of an identification date, the person is treated as a key employee for the 12-month period beginning on the first day of the fourth (4th) month following the identification date. The identification date for the Plan shall be September 30 of each year. Thus, an employee who satisfies the foregoing requirements for key employee status as of September 30 of a year shall be treated as a key employee for the following calendar year.

(u) **"Supplemental Benefit"** means the benefit due hereunder.

(v) **"Transition Benefit Multiple"** means the multiple indicated in Exhibit A to this Plan.

(w) **"Unforeseeable Emergency"** means a severe financial hardship of the Participant, resulting from any of the following:

(1) an illness or accident of the Participant, his or her spouse or the Participant's dependent or dependents (as defined in Code Section 152(a));

(2) a loss of the Participant's property due to casualty (including the need to rebuild a home following damage to such home not otherwise covered by insurance, for example, as a result of a natural disaster); or

(3) other similar extraordinary and unforeseeable circumstances arising as a result of events beyond the control of the Participant, as determined by the Administrator.

2.2. Construction. Wherever any words are used in the masculine, they shall be construed as if they were used in the feminine in all cases where they would so apply; and wherever any words are used in the singular or the plural, they shall be construed as through they were used in the plural or singular, as the case may be, in all cases where they would so apply. Titles of articles and sections are for general information only, and the Plan is not to be construed by reference to such items. The words “hereof,” herein,” and hereunder,” and other similar compounds of the word “here” shall mean and refer to the entire Plan, and not to any particular provision or Section.

Article III. Eligibility and Participation

3.1. Eligibility and Participation.

(a) Eligibility. Eligibility to participate in the Plan for any Plan Year is limited to Eligible Employees.

(b) Effective Date of Participation.

(1) All Eligible Employees on January 1, 2011 shall become Participants hereunder effective January 1, 2011.

(2) If an individual becomes an Eligible Employee prior to July 1 of a given year, such individual shall become a Participant hereunder retroactive to January 1 of the Plan Year in which such individual becomes an Eligible Employee. If an individual becomes an Eligible Employee on or after July 1 of a given year, such individual shall become a Participant effective January 1 of the Plan Year following the year he or she became an Eligible Employee, provided such individual remains an Eligible Employee on such January 1 participation date.

(c) Termination of Participation. Participation in the Plan shall continue as long as the Participant is eligible to receive benefits under the Plan. Notwithstanding the foregoing, if a Participant ceases to be an Eligible Employee, effective on the first day of the following Plan Year, no additional allocations shall be made for such individual under this Plan, although such Participant's Account shall continue to be credited with earnings or losses pursuant to Section 4.2.

3.2. Ineligible Participant. Notwithstanding any other provisions of this Plan to the contrary, if the Administrator determines that any Participant may not qualify as a "management or highly compensated employee" within the meaning of ERISA or regulations thereunder or otherwise determines that the Participant is no longer eligible to participate, the Administrator may determine, in its sole discretion, that such Participant shall cease to be eligible to receive additional allocations under the Plan.

Article IV. Benefits Under This Plan

4.1. Amount of Supplemental Benefit.

(a) Amount of Supplemental Benefit for Participants Covered by Nonqualified Supplementary Benefit Plan. A Participant who is a participant in the Cooper-Standard Automotive Inc. Nonqualified Supplementary Benefit Plan on January 1, 2011, shall be entitled to receive a Supplemental Benefit equal to the excess of (1) over (2) below for each Plan Year (beginning January 1, 2011) in which such individual is participating in this Plan, aggregated for all such years, as adjusted by the investment return as specified in Section 4.2 below:

(1) The amount of Company contributions that would be credited to the Participant's account in such year under Section 1 of Article IV of the Savings Plan if such amount were computed without giving effect to the limitations imposed by Section 401(a)(l7) or Section 415 of the Code, less

(2) The amount of Company contributions actually credited to the Participant's account in such year under Section 1 of Article IV of the Savings Plan.

(b) Amount of Supplemental Benefit for January 1, 2011 Participants. A Participant who is a Participant on January 1, 2011 and who is not subject to subsection (a) shall be entitled to receive a Supplemental Benefit equal to the sum of the following, as adjusted by the investment return as specified in Section 4.2 below:

(1) The Participant's account balance amount as of December 31, 2010 under the Cooper-Standard Automotive Inc. Nonqualified Supplementary Benefit Plan; plus

(2) For each Plan Year in which such individual is participating in this Plan, aggregated for all such years,

(a) One and one-half (1 1/2) multiplied by the percentage of Company contributions (determined as a percentage of the Participant's compensation as defined in the Savings Plan) actually credited to the Participant's account under Section 1 of Article IV of the Savings Plan for such Plan Year, multiplied by the Participant's compensation for such Plan Year (as defined in the Savings Plan, but without regard to any limitations imposed by Code Section 401(a)(17)); plus

(b) Such Participant's Transition Benefit Multiple multiplied by the percentage of Company contributions (determined as a percentage of the Participant's compensation as defined in the Savings Plan) actually credited to the Participant's account under Section 1 of Article IV of the Savings Plan for such Plan Year, multiplied by the Participant's compensation for such Plan Year (as defined in the Savings Plan, but without regard to any limitations imposed by Code Section 401(a)(17)); less

(c) The Company contributions actually credited to the Participant's account under Section 1 of Article IV of the Savings Plan for such Plan Year.

(c) Amount of Supplemental Benefit for New Participants After January 1, 2011. A Participant who first becomes a participant hereunder after January 1, 2011 shall be entitled to receive a Supplemental Benefit equal to the sum of the following for each Plan Year in which such individual is participating in this Plan, aggregated for all such years, as adjusted by the investment return as specified in Section 4.2 below:

(1) One and one-half (1 1/2) multiplied by the percentage of Company contributions (determined as a percentage of the Participant's compensation as defined in the Savings Plan) actually credited to the Participant's account under Section 1 of Article IV of the Savings Plan in such Plan Year, multiplied by the Participant's compensation for such Plan Year (as defined in the Savings Plan, but without regard to any limitations imposed by Code Section 401(a)(17)), less

(2) The amount of Company contributions actually credited to the Participant's account under Section 1 of Article IV of the Savings Plan in such Plan Year.

(d) Allocation Requirements. If there are no Company contributions actually credited to the Participant's account under Section 1 of Article IV of the Savings Plan in any calendar year because of the limitations imposed by Section 415 or Section 401(m) of the Code, a Participant shall not be required to be a participant in the Savings Plan in order to be entitled to receive a Supplemental Benefit in the amount determined under (a), (b) or (c) above, which shall be determined as if the Participant had been a participant in the Savings Plan.

4.2. Investment Return on Supplemental Benefits. The investment return to be included in the calculation of benefits under Section 4.1 shall begin to accrue with respect to Supplemental Benefits determined for any year on the first business day in January in the following year and shall be deemed to be invested in the investment alternative selected by the Participant from the investment alternatives available under the Savings Plan or any other method designated by the Employer.

Current and future allocations between such investment alternatives ("**Deemed Investments**") shall be directed by each Participant in written instructions delivered to Company with such advance notice, at such times and in such manner as prescribed by the Administrator. If a Participant fails to provide any such written directions to the Company, all of the amounts credited to his or her Supplemental Benefit account shall be deemed to be invested in the prevailing stable value fund available under the Savings Plan.

4.3. Vesting in Benefits. A Participant shall become vested in his or her Supplemental Benefits hereunder at the same time the Participant becomes vested in his or her Company contributions account under the Savings Plan.

Article V. Payment of Supplemental Benefits

5.1. Supplemental Benefits are Unfunded. Payment of vested Supplemental Benefits shall be accomplished by means of unfunded payments directly from the Company or from any grantor trust established by the Company to fund such payments.

5.2. Payment of Supplemental Benefits. Payment of the vested Supplemental Benefits shall be made in cash in a single lump sum payment (a) to the Participant within sixty (60) days after the Participant's Separation from Service, or (b) to the Participant's Beneficiary within ninety (90) days of the Participant's death. The amount distributed shall be the value of the Participant's Account determined as of an Accounting Date that is no more than thirty (30) days prior to the payment date, as determined by the Company.

5.3. Payment of Supplemental Benefits on Account of an Unforeseeable Emergency. A Participant who has incurred an Unforeseeable Emergency may request, and the Administrator may, in its sole discretion, approve a distribution on part or all of the Participant's vested Supplemental Benefit, in accordance with and subject to the limitations set forth in this Section. The amount authorized for distribution with respect to an Unforeseeable Emergency may not exceed the amount necessary to satisfy the emergency plus the amount necessary to pay taxes reasonably anticipated as a result of the distribution, after taking into account the extent to which such hardship is or may be relieved though reimbursement or compensation by insurance or otherwise by liquidation of the Participant's assets, to the extent that liquidation of such assets would not itself cause severe financial hardship. No distributions pursuant to this Section 5.3 may be made in excess of the vested value of the Participant's Account at the time of such distribution.

5.4. Accelerations or Delays. Notwithstanding any other provision of the Plan, if the Administrator determines that:

(a) all or any portion of a Participant's Account is required to be included in the Participant's income as a result of a failure to comply with the requirements of Code Section 409A and the regulations promulgated thereunder, then the Company or applicable Affiliate shall immediately distribute from the Plan to the Participant or, in the case of the Participant's death, the Participant's Beneficiary, in one single sum, the amount (but not exceeding the amount) that is so taxable. In addition, the Administrator may permit an acceleration of the time or schedule of payment otherwise applicable to a Participant if (i) payment is necessary to comply with a domestic relations order (as defined in Code Section 414(p)(1)(B)) and (ii) if the distribution is made to an individual other than the Participant; and

(b) the Participant is a Specified Employee, then any distribution to be made upon a Participant's Separation from Service shall be delayed until the first day of the seventh month following the month in which the Participant's Separation from Service occurs.

Article VI. Participants' Supplemental Plan Accounts

6.1. Establishment of Accounts. The Company, through its accounting records, shall establish an Account for each Participant. In addition, the Company may establish, through its accounting records, one or more subaccounts of a Participant's Account, if the Company determines that such subaccounts are necessary or appropriate in administering the Plan.

6.2. Deemed Investments. Amounts credited to a Participant's Account shall reflect the investment experience of the Deemed Investments selected by the Participant. See Section 4.2 above.

6.3. Accounting. The Company, through its accounting records, shall maintain a separate and distinct record of the amount in each Account as adjusted to reflect any income, gains, losses and distributions with respect to such Account.

6.4. Adjustments to Accounts. The Participant's Account shall be credited or debited, as the case may be, as follows:

(a) First, the Account shall be credited or debited with income (loss) as determined by the Administrator using daily business day valuations on the Deemed Investments described in Section 6.2.

(b) Second, the Account shall be credited with any allocations under Article IV.

(c) Finally, the Account shall be debited with the amount of any distributions under the Plan to or on behalf of the Participant, or in the event of his death, the Participant's Beneficiary.

6.5. Statement of Accounts. At least annually, a statement shall be furnished to each Participant or, in the event of his death, to his Beneficiary, showing the status of the Participant's Account as of the end of the most recent Accounting Period, any changes in the Participant's Account since the date of the most recent statement furnished to the Participant, and such other information as the Administrator shall determine.

6.6. Accounts for Recordkeeping Purposes Only. Plan Accounts and the recordkeeping procedures described herein serve solely as a device for determining the amount of benefits accumulated by a Participant under the Plan, and shall not constitute or imply an obligation on the part of the Company or any Affiliate to fund such benefits.

Article VII. Financing Benefits

7.1. Investment of Accounts. As soon as practicable after the crediting of any amount to a Participant's Account, the Company may, in its sole discretion, direct that the Retirement Committee invest the amount credited, in whole or in part, in one or more separate investment funds or vehicles, including, without limitation, certificates of deposit, mutual funds, money market accounts or funds, limited partnerships, real, personal, tangible or intangible property, or debt or equity securities, including equity securities of the Company (measured by fair market value, book value or any formula selected by the Retirement Committee), (collectively the "**Invested Assets**"), as the Retirement Committee shall select, or may direct that the Company retain the amount credited as cash to be added to its general assets. The Company shall be the sole owner and beneficiary of all Invested Assets, and all contracts and other evidences of the Invested Assets shall be registered in the name of the Company. The Company, under the direction of the Retirement Committee, shall have the unrestricted right to sell any of the Invested Assets included in any Participant's Account or to credit the proceeds of the sale to a Participant's Account as cash. The Invested Assets may, but are not required to, mirror the Deemed Investments selected by the Participant.

7.2. Financing of Benefits. Benefits payable under the Plan to a Participant or, in the event of his death, to his Beneficiary, or to an alternate payee pursuant to a domestic relations order (as defined in Code Section 414(p)(1)(B)), shall be paid by the Company from its general assets. Notwithstanding the fact that the Participants' Accounts may be adjusted by an amount that is measured by reference to the performance of the Deemed Investments as provided in Section 4.2, no Participant, Beneficiary or any other person entitled to payment under the Plan, shall have any claim, right, security interest or other interest in any fund, trust, account, insurance contract, or asset of the Company or Affiliate responsible for such payment.

7.3. Funding. Notwithstanding the provisions of Section 7.2, nothing in this Plan shall preclude the Company from setting aside amounts in trust (the "**Trust**") pursuant to one or more trust agreements between a trustee and the Company. However, Participants, their Beneficiaries or alternate payees, and their heirs, successors and assigns, shall have no secured interest or claim in any property or assets of the Company or the Trust. The Company's obligation under the Plan shall be merely that of an unfunded and unsecured promise of the Company to pay money in the future. Notwithstanding the foregoing, the Company shall not fund any Trust at a time when such funding would violate Code Section 409A.

Any payments of benefits from the Trust shall, to the extent thereof, discharge the Company's obligation to pay benefits under the terms of this Plan, it being the intent of the Company that assets in the Trust be held as security for the Company's obligation to pay benefits under this Plan.

Any such assets held by the Company or an Affiliate in the Trust shall be and remain the sole property of the Trust, and the Participants shall have no proprietary rights of any nature whatsoever with respect to such assets.

Article VIII. Beneficiaries

8.1. Beneficiary Designation.

(a) As used in the Plan the term **"Beneficiary"** means:

- (i) The person last designated as Beneficiary by the Participant in writing on a form prescribed by the Administrator;
- (ii) If there is no designated Beneficiary or if the person so designated shall not survive the Participant, the person or persons designated as beneficiaries under the Savings Plan; or
- (iii) If no such Beneficiary (as determined in Section 8.1(a)(i) or (ii) above) is living upon the death of a Participant, or if all such persons die prior to the full distribution of the Participant's Account balance, then the Participant's Account balance shall be paid to the first surviving class of the following classes:
  - (a) The Participant's widow or widower.
  - (b) The Participant's surviving children.
  - (c) The Participants surviving parents.
  - (d) The Participant's surviving brothers and sisters.
  - (e) The executor or administrator of the Participant's estate.

(b) Any Beneficiary designation may be changed from time to time by the filing of written notice filed with the Administrator, which will cancel all Beneficiary designations previously filed. No notice given under this Section shall be effective unless and until the Administrator actually receives such notice.

8.2. Facility of Payment. Whenever and as often as any Participant or his Beneficiary entitled to payments hereunder shall be under a legal disability or, in the sole judgment of the Administrator, shall otherwise be unable to apply such payments to his own best interests and advantage, the Administrator in the exercise of its discretion may direct all or any portion of such payments to be made in any one or more of the following ways: (a) directly to him; (b) to his legal guardian or conservator; or (c) to his spouse or to any other person, to be expended for his benefit; and the decision of the Administrator shall in each case be final and binding upon all persons in interest. Such legal disability is not itself a distributable event under this Plan.

Article IX. Administration

9.1. Administration.

(a) The Plan shall be administered by the Administrator. The Administrator shall have total and exclusive responsibility to control, operate, manage and administer the Plan in accordance with its terms.

(b) The Administrator shall have sole and absolute discretion to interpret the provisions of the Plan (including, without limitation, by supplying omissions from, correcting deficiencies in, or resolving inconsistencies or ambiguities in, the language of the Plan), to make factual findings with respect to any issue arising under the Plan, to determine the rights, status, and eligibility under the Plan of Participants and other persons, to decide disputes arising under the Plan and to make any determinations and findings (including factual findings) with respect to the benefits payable thereunder and the persons entitled thereto as may be required for the purposes of the Plan. In furtherance of, but without limiting the foregoing, the Administrator is hereby granted the following specific authorities, which it shall discharge in its sole and absolute discretion in accordance with the terms of the Plan (as interpreted, to the extent necessary, by the Administrator):

(i) To determine the amount of benefits, if any, payable to any person under the Plan (including, to the extent necessary, making any factual findings with respect thereto); and

(ii) To conduct the claims procedures specified in Section 9.6.

All decisions of the Administrator as to the facts of any case, as to the interpretation of any provision of the Plan or its application to any case, and as to any other interpretative matter or other determination or question under the Plan shall be final and binding on all parties affected thereby, subject to the provisions of Section 9.6.

(c) The Administrator may, from time to time, employ agents and delegate to them such administrative duties as it sees fit, and may from time to time consult with legal counsel who may be counsel to the Company.

(d) It is intended that this Plan comply with the provisions of Code Section 409A. This Plan shall be construed and interpreted in a manner that will cause any payment hereunder that is considered deferred compensation and that is not exempt from Code Section 409A to meet the requirements thereof such that no additional tax will be due under Code Section 409A on such payment.

9.2. Plan Administrator. The Company shall be the “administrator” under the Plan for purposes of ERISA.

9.3. Binding Effect of Decisions. All decisions and determinations by the Administrator shall be final and binding on all parties. All decisions of the Administrator shall be made by the vote of the majority, including actions in writing taken without a meeting. All elections, notices and directions under the Plan by a Participant shall be made on such forms as the Administrator shall prescribe.

9.4. Successors. The Company shall require any successor (whether direct or indirect, by purchase, merger, consolidation, reorganization or otherwise) to all or substantially all of the business and/or assets of the Company expressly to assume and to agree to perform this Plan in the same manner and to the same extent the Company would be required to perform if no such succession had taken place. This Plan shall be binding upon and inure to the benefit of the Company and any successor of or to the Company, including without limitation any persons acquiring directly or indirectly all or substantially all of the business and/or assets of the Company whether by sale, merger, consolidation, reorganization or otherwise (and such successor shall thereafter be deemed the "Company" for the purposes of this Plan), and the heirs, Beneficiaries, executors and administrators of each Participant.

9.5. Indemnity of Committee and Administrator. The Company shall indemnify and hold harmless the members of the Committee and the Administrator and their duly appointed agents against any and all claims, loss, damage, expense or liability arising from any action or failure to act with respect to the Plan, except in the case of gross negligence or willful misconduct by any such member or agent of the Committee and the Administrator.

9.6. Claims Procedure.

(a) If a Participant or his designated Beneficiary (the **"Claimant"**) believes that he or she is entitled to a benefit under the Plan that is not provided, the Claimant may file a written claim for payments under this Plan with the Administrator. The claim must be filed within ninety (90) days of the date payment under the Plan is made. The Administrator shall review the claim within ninety (90) days following the date of receipt of the claim; provided that the Administrator may determine that an additional 90-day extension is necessary due to circumstances beyond the Administrator's control, in which event the Administrator shall notify the Claimant prior to the end of the initial period that an extension is needed, the reason therefor and the date by which the Administrator expects to render a decision. If the Claimant's claim is denied in whole or part, the Administrator shall provide written notice to the Claimant of such denial. The written notice shall include the specific reason(s) for the denial; reference to specific Plan provisions upon which the denial is based; a description of any additional material or information necessary for the Claimant to perfect the claim and an explanation of why such material or information is necessary; and a description of the Plan's review procedures (as set forth in Paragraph (b)) and the time limits applicable to such procedures, including a statement of the Claimant's right to bring a civil action under section 502(a) of ERISA following an adverse determination upon review.

(b) The Claimant has the right to appeal the Administrator's decision by filing a written appeal to the Administrator within sixty (60) days after Claimant's receipt of the decision or deemed denial. The Claimant will have the opportunity, upon request and free of charge, to have reasonable access to and copies of all documents, records and other information relevant to the Claimant's appeal. The Claimant may submit written comments, documents, records and other information relating to his or her claim with the appeal. The Administrator will review all comments, documents, records and other information submitted by the Claimant relating to the claim, regardless of whether such information was submitted or considered in the initial claim determination. The Administrator shall make a determination on the appeal within sixty (60) days after receiving the Claimant's written appeal; provided that the Administrator may determine that an additional 60-day extension is necessary due to circumstances beyond the Administrator's control, in which event the Administrator shall notify the Claimant prior to the end of the initial period that an extension is needed, the reason therefor and the date by which the Administrator expects to render a decision. If the Claimant's appeal is denied in whole or part, the Administrator shall provide written notice to the claimant of such denial. The written notice shall include the specific reason(s) for the denial; reference to specific Plan provisions upon which the denial is based; a statement that the Claimant is entitled to receive, upon request and free of charge, reasonable access to and copies of all documents, records, and other information relevant to the Claimant's claim; and a statement of the Claimant's right to bring a civil action under section 502(a) of ERISA.

(c) If the Administrator fails to render a decision on a Claimant's initial claim for benefits under the Plan or on the Claimant's subsequent appeal of the Administrator's adverse decision, such claim or appeal will be deemed to be denied.

(d) Notwithstanding the foregoing claims and appeals procedures, to avoid an additional tax on payments that may be payable under this Plan, a Claimant must make a reasonable, good faith effort to collect any payment or benefit to which the Claimant believes he or she is entitled to hereunder no later than ninety (90) days after the latest date upon which the payment could have been timely made pursuant to Code Section 409A, and if not paid or provided, must take further enforcement measures within one hundred eighty (180) days after such latest date.

Article X. Amendment and Termination of Plan

10.1. Amendment. The Company may at any time amend, suspend or reinstate any or all of the provisions of the Plan, except that no such amendment, suspension or reinstatement may adversely affect any Participant’s Account balance, accrued as of the effective date of such amendment, suspension or reinstatement, without such Participant’s prior written consent. Notwithstanding the foregoing, any change in investments under this Plan, or any reductions in the value of a Participant’s Account due to Deemed Investment losses, shall not be considered an “adverse” amendment. Written notice of any amendment or other action with respect to the Plan shall be given to each Participant.

10.2. Termination. The Company, in its sole discretion, may terminate this Plan at any time and for any reason whatsoever (or the Plan shall automatically terminate) in accordance with and subject to the following rules:

(a) The Committee at any time, other than proximate to a downturn in the financial health of the Company or any Affiliate, may terminate the Plan and require that all benefits accrued be distributed to Participants and Beneficiaries in a single sum without regard to a Participant’s prior election as to the form or timing of benefit payments, if

(i) all plans or arrangements that are considered, with this Plan, to be a single plan within the meaning of Code Section 409A are terminated and liquidated with respect to all participants,

(ii) no payments other than those payable under the pre-existing terms of the Plan are made within twelve (12) months of the date on which the arrangement is terminated,

(iii) all payments are completed within twenty-four (24) months of the termination, and

(iv) the Company or Affiliate does not, for three years following the date of termination, maintain an arrangement that would be considered a single plan with this Plan under Code Section 409A.

(b) The Committee may terminate the Plan and require that all benefits accrued be distributed to Participants and Beneficiaries in a single sum without regard to a Participant’s prior election as to the form or timing of benefit payments, at any time during the period that begins thirty (30) days prior to a Change of Control and ends on the date of the Change of Control, provided that all plans or arrangements (that are considered, with this Plan, to a single plan within the meaning of Code Section 409A) are terminated and liquidated with respect to all Participants that experience the Change of Control event, and further provided that payment is made within twelve (12) months of the date of termination of the arrangements.

(c) The Plan shall terminate and all benefits accrued will be distributed in a single sum without regard to a Participant’s prior election as to the form of benefit payments, if (i) payment is made upon a complete dissolution that is taxed under Code Section 331 or upon approval of a bankruptcy court pursuant to Section 503(b)(1)(A) of Title 11 of the United States

Code, and (ii) the amounts deferred under the Plan are included in the gross income of Participants and Beneficiaries by the latest of (1) the calendar year in which the Plan termination occurs, (2) the calendar year in which the amounts are no longer subject to a substantial risk of forfeiture, or (3) the first calendar year in which the payment is administratively practicable.

(d) Except as provided in Paragraphs (a), (b) and (c) above or as otherwise permitted in regulations promulgated by the Secretary of the Treasury under Code Section 409A, any action that purports to terminate the Plan shall instead be construed as an amendment to discontinue further benefit accruals, but the Plan will continue to operate, in accordance with its terms as from time to time amended and in accordance with applicable Participant elections, with respect to the Participant's benefit accrued through the date of termination, and in no event shall any such action purporting to terminate the Plan form the basis for accelerating distributions to Participants and Beneficiaries.

(e) Upon termination of the Plan, the Administrator shall take those actions necessary to administer any Accounts existing prior to the effective date of such termination; provided, however, that a termination of the Plan shall not adversely affect the value of a Participant's Account without the Participation's prior written consent.

Article XI. Miscellaneous

11.1. No Guarantee of Employment or Service. Nothing contained in the Plan shall be construed as a contract of employment between the Company and any Employee, or as a right of any Employee Director, to be continued in the employment or service of the Company, or as a limitation of the right of the Company to discharge any of its Employees, with or without cause. All Participants remain subject to: change of salary, transfer, change of job, discipline, layoff, discharge or any other change of employment status, the same as if this Plan had not been adopted.

11.2. Governing Law. All questions arising in respect of the Plan, including those pertaining to its validity, interpretation and administration, shall be governed, controlled and determined in accordance with the applicable provisions of federal law and, to the extent not preempted by federal law, the laws of the State of Michigan, without reference to conflict of law principles thereof.

11.3. Nonassignability.

(a) No right or interest under the Plan of a Participant or his or her Beneficiary (or any person claiming through or under any of them), other than the surviving spouse of any deceased Participant or an alternate payee of a Participant pursuant to a domestic relations order, shall be assignable or transferable in any manner or be subject to alienation, anticipation, sale, pledge, encumbrance or other legal process or in any manner be liable for or subject to the debts or liabilities of any such Participant or Beneficiary. If any Participant or Beneficiary shall attempt to or shall transfer, assign, alienate, anticipate, sell, pledge or otherwise encumber his or her benefits hereunder or any part thereof, or if by reason of his or her bankruptcy or other event happening at any time such benefits would devolve upon anyone else or would not be enjoyed by him or her (other than to an alternate payee of a Participant pursuant to the terms of a domestic relations order), then the Committee, in its discretion, may terminate his or her interest in any such benefit to the extent the Committee considers necessary or advisable to prevent or limit the effects of such occurrence. Termination shall be effected by filing a written “termination declaration” with the General Counsel of the Company and making reasonable efforts to deliver a copy to the Participant or Beneficiary whose interest is adversely affected (the **“Terminated Participant”**).

(b) As long as the Terminated Participant is alive, any benefits affected by the termination shall be retained by the Company and, in the Committee’s sole and absolute judgment, may be paid to or expended for the benefit of the Terminated Participant, his or her spouse, his or her children or any other person or persons in fact dependent upon him or her in such a manner as the Committee shall deem proper under the provisions of Code Section 409A. Upon the death of the Terminated Participant, all benefits withheld from him or her and not paid to others in accordance with the preceding sentence shall be disposed of according to the provisions of the Plan that would apply if he or she died prior to the time that all benefits to which he or she was entitled were paid to him or her.

11.4. Severability. Each section, subsection and lesser section of this Plan constitutes a separate and distinct undertaking, covenant and/or provision hereof. Whenever possible, each provision of this Plan shall be interpreted in such manner as to be effective and valid under applicable law. In the event that any provision of this Plan shall finally be determined to be unlawful, such provision shall be deemed severed from this Plan, but every other provision of this Plan shall remain in full force and effect, and in substitution for any such provision held unlawful, there shall be substituted a provision of similar import reflecting the original intention of the parties hereto to the extent permissible under law.

11.5. Withholding Taxes. Notwithstanding the time or schedule of payments otherwise applicable to the Participant, the Administrator may direct that distributions from a Participant's vested Account be made (i) to pay the Federal Insurance Contributions Act ("FICA") tax imposed under Code Sections 3101, 3121(a) and 3121(v)(2) with respect to compensation deferred under the Plan, (ii) to pay the income tax at source on wages imposed under Code Section 3401 or the corresponding withholding provisions of applicable state, local, or foreign tax laws as a result of the payment of FICA taxes, and (iii) to pay the additional income tax at source on wages attributable to the "pyramiding" of Code Section 3401 wages and taxes; provided that the total amount distributed under this provision must not exceed the aggregate of the FICA tax and the income tax withholding related to such FICA tax.

The amount of cash actually distributed to the Participant in accordance with the time or schedule of payments applicable to the Participant will be reduced by applicable tax withholding except to the extent such withholding requirements previously were satisfied in accordance with the foregoing.

11.6. Legal Fees, Expenses Following a Change of Control. It is the intent of the Company that following a Change of Control no Participant be required to incur the expenses associated with the enforcement of his or her rights under this Plan by litigation or other legal action because the cost and expense thereof would substantially detract from the benefits intended to be extended to a Participant hereunder. Accordingly, if following a Change of Control it should appear that the Company has failed to comply with any of its obligations under this Plan or in the event that the Company or any other person takes any action to declare this Plan void or unenforceable, or institutes any litigation designed to deny, or to recover from, the Participant the benefits intended to be provided to such Participant hereunder, the Company irrevocably authorizes such Participant from time to time to retain counsel of his or her choice, at the expense of the Company, as hereafter provided, to represent such Participant in connection with the initiation or defense of any litigation or other legal action, whether by or against the Company or any director, officer, stockholder or other person affiliated with the Company in any jurisdiction. Notwithstanding any existing or prior attorney-client relationship between the Company and such counsel, the Company irrevocably consents to such Participant's entering into an attorney-client relationship with such counsel, and in that connection the Company and such Participant agree that a confidential relationship shall exist between such Participant and such counsel. Following a Change of Control, the Company shall pay and be solely responsible for any and all attorneys' and related fees and expenses incurred by such Participant as a result of the Company's failure to perform under this Plan or any provision thereof, or as a result of the Company or any person contesting the validity or enforceability of this Plan or any provision thereof. The Company will either pay such fees directly, or reimburse the Participant for such fees and expenses within ten (10) days following the date the Participant submits documentation reasonably substantiating such fees and expenses; provided that in no event shall such fees and expenses be reimbursable after the end of the calendar year following the year in which the Participant incurred such fees or expenses.

11.7. Top-Hat Plan. The Plan is intended to be a plan which is unfunded and maintained primarily for the purpose of providing deferred compensation for a select group of management or highly compensated employees within the meaning of Sections 201, 301 and 401 of ERISA, and therefore to be exempt from the provisions of Parts 2, 3 and 4 of Title I of ERISA. Accordingly, notwithstanding any other provision of the Plan and subject to the provisions of Code Section 409A, the Plan will terminate and no further benefits will accrue hereunder in the event it is determined by a court of competent jurisdiction or by an opinion of counsel based upon a change in law that the Plan constitutes an employee pension benefit plan within the meaning of Section 3(2) of ERISA, which is not so exempt. In addition and notwithstanding any other provision of the Plan, in the absolute discretion of the Committee but only to the extent permitted by Code Section 409A, the amount credited to each Participant's Account under the Plan as of the date of termination, which shall be an Accounting Date for purposes of the Plan, will be paid immediately to such Participant in a single lump sum cash payment. Such payment shall completely discharge the Company's obligations under this Plan.

11.8. Miscellaneous Distribution Rules. The following rules will supersede any inconsistent distribution provisions of the Plan. In the circumstances described in Paragraphs (a), (b) and (c) below, a payment that would otherwise be due and payable under the terms of the Plan with respect to amounts that are subject to Code Section 409A will be delayed, and payment will be made in accordance with this Section.

(a) Code Section 162(m). If and to the extent that the Company reasonably anticipates that its income tax deduction with respect to a payment will be limited or eliminated by application of Code Section 162(m), the payment shall be deferred until either (i) the earliest date at which the Company reasonably anticipates that the Company's deduction for the payment will not be limited or eliminated by application of Code Section 162(m), or (ii) the calendar year in which occurs the Participant's Separation from Service.

(b) Jeopardy to Company. If any payment required under the terms of this Plan would jeopardize the ability of the Company to continue as a going concern, the Company shall not be required to make such payment; rather, the payment shall be delayed until the first date that making the payment does not jeopardize the ability of the Company to continue as a going concern.

(c) Federal Securities and Other Applicable Law. If and to the extent that the Company reasonably anticipates that the making of a payment will violate Federal securities laws or other applicable law, the payment shall be deferred until the earliest date at which the Company reasonably anticipates that the making of the payment will not cause such violation. For this purpose, the making of a payment is not treated as a violation of applicable law because the payment would cause the inclusion of amounts in gross income of the recipient or result in a penalty or any provision of the Code being or becoming applicable.

Exhibit A

Participant	Transition Benefit Multiple
Campbell	1.5
Dickens	1.0
Dong	0.5
Emmi	1.0
Hefferon	1.0
Johnson, L	1.0
Johnson, R	0.5
Kilbourn	0.5
O'Loughlin	1.0
Otremba	0.5
Stephenson	1.0
Talaga	0.5
Verwilst	1.0
Yantz	1.0

Exhibit 10.12

COOPER-STANDARD AUTOMOTIVE INC.
NONQUALIFIED SUPPLEMENTARY BENEFIT PLAN

Amended and Restated as of January 1, 2011

COOPER-STANDARD AUTOMOTIVE INC.
NONQUALIFIED SUPPLEMENTARY BENEFIT PLAN

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COOPER-STANDARD AUTOMOTIVE INC.
NONQUALIFIED SUPPLEMENTARY BENEFIT PLAN

Article I. Purpose

1.1. Purpose. The purpose of this Plan is, as contemplated by Section 3(36) of Title I of the Employee Retirement Income Security Act of 1974, as amended ("**ERISA**") and as contemplated in various Employment Agreements, to compensate for the loss of retirement benefits and certain death benefits under the Cooper-Standard Automotive Inc. Salaried Retirement Plan, when benefits under such qualified plan are limited due to (i) Section 415 or Section 401(a)(17) of the Internal Revenue Code of 1986, as amended ("**Code**") or Section 2004(d) of ERISA, or (ii) certain provisions in the qualified plans.

For purposes of clarification, this Plan does not provide for a restoration of qualified benefits lost due to the freeze of the Cooper-Standard Automotive Inc. Salaried Retirement Plan effective February 1, 2009.

Article II. Definitions and Terms; Construction

2.1. Definitions and Terms.

(a) **“Administrator”** means a committee consisting of one or more persons who shall be appointed by and serve at the pleasure of the Committee.

(b) **“Affiliate”** means, with respect to an entity, any entity directly or indirectly controlled, controlled by, or under common control with, such first entity within the meaning of Code Section 414(b) or (c); provided that for purposes of determining if a Participant has incurred a Separation from Service, the phrase “at least 50 percent” shall be used in place of the phrase “at least 80 percent” each place it appears therein or in the regulations thereunder.

(c) **“Beneficiary”** means the person or persons (natural or otherwise) designated or deemed to be designated by the Participant pursuant to Article VIII to receive benefits payable under the Plan in the event of Participant’s death.

(d) **“Board”** means the Board of Directors of the Company.

(e) **“Change of Control”** shall have the meaning given in the Cooper-Standard Holdings Inc. 2011 Omnibus Incentive Plan, or any successor or replacement plan thereto, as it may be amended from time to time. Notwithstanding the foregoing, no “Change of Control” shall occur for purposes of this Plan unless such transaction also qualifies as a change of control under Code Section 409A.

(f) **“Committee”** shall mean the Compensation Committee of the Board.

(g) **“Company”** means the Cooper-Standard Automotive Inc., an Ohio corporation, and any successor or successors thereto.

(h) **“Cooper-Standard Automotive Inc. Salaried Retirement Plan”** means the Cooper-Standard Automotive Inc. Salaried Retirement Plan, as amended or restated from time to time.

(i) **“Participant**” means any employee of the Company who is listed on Exhibit A hereto.

(j) **“Plan”** means this Cooper-Standard Automotive Inc. Nonqualified Supplementary Benefit Plan, as amended or restated from time to time.

(k) **“Plan Year”** means the 12-month period beginning January 1 and ending December 31, with a first short plan year from December 23, 2004 to December 31, 2004.

(l) **“Retirement” or “Retirement Date”** means the first of the month coincident with or following the later of (i) Separation from Service with the Company and its Affiliates or (ii) attainment of the age and service necessary to qualify for early or normal retirement under the Cooper-Standard Automotive Inc. Salaried Retirement Plan.

(m) **"Separation from Service"** means the date on which a Participant terminates employment from the Company and its Affiliates, or if the Participant continues to provide services following his termination of employment, within the meaning of Code Section 409A, from the Company and its Affiliates. Specifically, if a Participant continues to provide services to the Company or an Affiliate in a capacity other than as an employee, such shift in status is not automatically a Separation from Service. A Participant will be treated as having terminated employment from the Company and its Affiliates in accordance with the following procedures:

(1) If a Participant takes a leave of absence from the Company or an Affiliate for purposes of military leave, sick leave or other bona fide leave of absence, the Participant's employment will be deemed to continue for the first six (6) months of the leave of absence, or if longer, for so long as the Participant's right to reemployment is provided either by statute or by contract; provided that if the leave of absence is due to a medically determinable physical or mental impairment that can be expected to result in death or last for a continuous period of not less than six (6) months, where such impairment causes the Participant to be unable to perform the duties of his position of employment or any substantially similar position of employment, the leave may be extended for up to twenty-nine (29) months without causing a termination of employment. If the period of the leave exceeds the applicable time period set forth above, and the Participant's right to reemployment is not provided by either statute or contract, the Participant will be considered to have terminated employment on the first day after the end of the applicable period set forth above.

(2) If a Participant's level of bona fide services for the Company and its Affiliates permanently decreases to twenty percent (20%) or less of the average level of bona fide services performed by the Participant (whether as an employee or independent contractor) for the Company and its Affiliates over the immediately preceding thirty-six (36) month period (or such lesser period of services), the Participant will be presumed to have terminated employment.

(3) If a Participant's level of bona fide services for the Company and its Affiliates continues at fifty percent (50%) or greater of the average level of bona fide services performed by the Participant (whether as an employee or independent contractor) for the Company and its Affiliates over the immediately preceding thirty-six (36) month period (or such lesser period of services), the Participant will be presumed to have continued in employment.

(n) **"Specified Employee"** means a Participant who, as of the date of his Separation from Service, is a key employee (as defined in Code Section 416(i), but without regard to Code Section 416(i)(5)) of the Company or an Affiliate any of the stock of which is publicly traded on an established securities market. A Participant is a key employee under Code Section 416(i) if the employee meets the requirements of Code Section 416(i)(1)(A)(i), (ii) or (iii), applied in accordance with the regulations under Code Section 416, but disregarding Code Section 416(i)(5), at any time during the 12-month period ending on an identification date. If a person is a key employee as of an identification date, the person is treated as a key employee for the 12-month period beginning on the first day of the fourth (4th) month following the identification date. The identification date for the Plan shall be September 30 of each year. Thus, an employee who satisfies the foregoing requirements for key employee status as of September 30 of a year shall be treated as a key employee for the following calendar year.

(o) **"Supplemental Retirement Benefit"** means that benefit described in Section 4.1.

2.2. Construction. Wherever any words are used in the masculine, they shall be construed as if they were used in the feminine in all cases where they would so apply; and wherever any words are used in the singular or the plural, they shall be construed as through they were used in the plural or singular, as the case may be, in all cases where they would so apply. Titles of articles and sections are for general information only, and the Plan is not to be construed by reference to such items. The words "hereof," herein," and hereunder," and other similar compounds of the word "here" shall mean and refer to the entire Plan, and not to any particular provision or Section.

Article III. Eligibility and Participation

3.1. Eligibility and Participation.

(a) Eligibility. Only individuals who are Participants on January 1, 2011 (as listed in Exhibit A) are eligible to participate in the Plan on and after January 1, 2011. Individuals who terminated employment prior to January 1, 2011 with a deferred vested benefit and retirees who are in pay status are also considered Participants on and after January 1, 2011.

(b) Termination of Participation. Participation in the Plan shall continue as long as the Participant is eligible to receive benefits under the Plan.

3.2. Ineligible Participant. Notwithstanding any other provisions of this Plan to the contrary, if the Administrator determines that any Participant may not qualify as a "management or highly compensated employee" within the meaning of ERISA or regulations thereunder or otherwise determines that the Participant is no longer eligible to participate, the Administrator may determine, in its sole discretion, that such Participant shall cease to be eligible to participate in this Plan.

Article IV. Benefits Under This Plan

4.1. Amount of Supplemental Retirement Benefit. The amount of Supplemental Retirement Benefit due under this Section 4.1 is to be determined as if the amendment to freeze accruals under the Cooper-Standard Automotive Inc. Salaried Retirement Plan effective February 1, 2009 did not occur.

(a) Amount of Supplemental Retirement Benefit for Grandfathered Participants. If a Participant is considered to be a "Grandfathered Participant" under Section 1.02 of the Cooper-Standard Automotive Inc. Salaried Retirement Plan, then the amount of Supplemental Retirement Benefit that a Participant or beneficiary is to receive under this Plan is the amount of benefit which such Participant or beneficiary would be entitled to receive under the Cooper-Standard Automotive Inc. Salaried Retirement Plan as a Grandfathered Participant, as if such benefit were computed without giving effect to the limitations imposed by Section 415 and Section 401(a)(17) of the Code, less the amount of actual benefit to be paid from the Cooper-Standard Automotive Inc. Salaried Retirement Plan as a Grandfathered Participant (determined as if such benefits commenced on the Participant's Retirement Date and were paid in the default form of payment described in Section 5.2 of this Plan).

(b) Amount of Supplemental Retirement Benefit for Participants With Employment Contracts at December 31, 2001. For those Participants with employment contracts as of December 31, 2001, the amount of Supplemental Retirement Benefit computed under the Plan shall be the sum of (1) and (2), where:

(1) equals

(i) The amount of benefit which such Participant would accrue on a cash balance basis under the Cooper-Standard Automotive Inc. Salaried Retirement Plan as if such benefit were computed without giving effect to the limitations imposed by Section 415 or Section 401(a)(17) of the Code, and for years beginning on or after January 1, 2006, based on twice the Participant's "Compensation", as such term is defined in Section 1.02 of the Cooper-Standard Automotive Inc. Salaried Retirement Plan, but without giving effect to the aforementioned limitations imposed by Section 415 or Section 401(a)(17) of the Code, determined as of the Participant's Retirement Date, less

(ii) The amount of benefit which such Participant actually accrues on a cash balance basis under the Cooper-Standard Automotive Inc. Salaried Retirement Plan, determined as of the Participant's Retirement Date; and

(2) equals (i) the final average pay benefit that would be payable if the Participant was considered to be a "Grandfathered Participant" under Section 1.02 of the Cooper-Standard Automotive Inc. Salaried Retirement Plan, as if such benefit were computed without giving effect to the limitations imposed by Section 415 and Section

401(a)(17) of the Code, determined as of the Participant's Retirement Date, minus (ii) the monthly equivalent of the Participant's cash balance benefit as computed in Section 4.1(b)(i) above, minus (iii) the monthly equivalent of the cash balance benefit under the Cooper-Standard Automotive Inc. Salaried Retirement Plan. The monthly equivalent of the offsets under clauses (ii) and (iii) shall be determined as if such cash balance benefits were payable commencing on the Participant's Retirement Date in the same form of payment as the final average pay benefit is payable (without regard to the Participant's election of any optional form) and shall be converted using the actuarial equivalent factors of the Cooper-Standard Automotive Inc. Salaried Retirement Plan. Service and compensation from such Participant's immediately previous employer shall be considered for benefit computation purposes.

(c) No Duplication of Benefits. Notwithstanding the foregoing, however, no retirement benefits shall be paid under this Plan to or with respect to any Participant who receives a payment, under an agreement with the Company (or any successor to the Company) or under any plan, program or arrangement of the Company (or any successor of the Company), the amount of which is calculated to be the actuarial equivalent of the retirement benefit that the Participant has accrued (prior to such payment) under this Plan.

Article V. Payment of Supplemental Benefits

5.1. Supplemental Benefits are Unfunded. Payment of supplemental benefits hereunder shall be accomplished by means of unfunded payments directly from the Company or from any grantor trust established by the Company to fund such payments.

5.2. Payment of Supplemental Retirement Benefits.

(a) Payment of Supplemental Retirement Benefits due under Section 4.1(a) or 4.1(b)(2) shall, subject to the provisions of Section 5.5, begin to be paid immediately upon the Participant's Retirement Date as follows:

(1) Benefits computed by reference to the Cooper Tire formula in Addendum A of the Cooper-Standard Automotive Inc. Salaried Retirement Plan shall be paid in the form of a Straight Life annuity if the Participant is unmarried on his Retirement Date (absent election of an optional form as described below) and as an actuarially equivalent Joint & 50% Survivorship annuity if the Participant is married on his Retirement Date (absent election of an optional form as described below). Actuarially equivalent optional forms of life annuities which may be elected by the Participant before the annuity starting date include: (i) Straight Life, (ii) 5-Year Certain and Life; and (iii) if married, Joint and 50% Survivorship with 5-Year Certain.

(2) Benefits computed by reference to the Standard Products formula in Addendum B to the Cooper-Standard Automotive Inc. Salaried Retirement Plan shall be paid in the form of the 5-Year Certain and Life annuity if the Participant is unmarried on his Retirement Date (absent election of an optional form as described below) and in an actuarially equivalent Joint and 55% Survivorship annuity with 5-Year Certain if the Participant is married on his Retirement Date (absent election of an optional form as described below) (the "**Qualified Joint and Survivor Annuity**"). If a married Participant dies after starting to receive the Qualified Joint and Survivor Annuity and before being married for one year, the Participant's benefit shall be deemed to have been paid in the form of the 5-Year Certain and Life annuity as of the Retirement Date, and the difference between payment in such form and the amount actually paid to the Participant before his death, plus the commuted value of payments which would have been paid in such form for the balance of the 5-Year Certain period, shall be paid to the Participant's estate in one lump sum. If the spouse of a married Participant who elected the Qualified Joint and Survivor Annuity dies before the Participant and after benefits commence, the Participant's benefit shall revert to the 5-Year Certain and Life annuity effective as of the first of the month following the spouse's

date of death. If a married Participant is divorced or legally separated after starting to receive the Qualified Joint and Survivor Annuity, benefits shall continue to be paid in the Qualified Joint and Survivor Annuity form of payment unless the judgment of divorce or legal separation or another order meeting the requirements for a domestic relations order under Code Section 414(p)(1)(B) requires that payments revert to the 5-Year Certain and Life annuity, in which case the monthly payment shall be adjusted as of the first of the month following the date the Administrator receives a copy of the judgment of divorce or legal separation or other domestic relations order. Actuarially equivalent optional forms of life annuities which may be elected by the Participant before the annuity starting date are (i) Straight Life, (ii) 10-Year Certain and Life, and (iii) if married, Joint & 100% Survivorship.

(b) Payment of Supplemental Retirement Benefits due under Section 4.1(b)(1) shall, subject to the provisions of Section 5.5, be paid in a lump sum within sixty (60) days after the Participant's Separation from Service or within ninety (90) days after the Participant's death. If the Participant's termination is due to a Separation from Service, the Participant may elect to have the distribution paid under one of the actuarially equivalent life annuities available to cash balance participants as optional forms of payment under the Cooper-Standard Automotive Inc. Salaried Retirement Plan, under the following circumstances:

(i) only if permitted by the Administrator, and provided that such election may not take effect until at least twelve (12) months after the date on which such election is made; and

(ii) only if such payment is deferred for a period of not less than five (5) years from the date the lump sum payment would have otherwise been paid.

5.3. Payments upon Separation from Service on Account of a Change in Control. For those Participants who also participate in the Cooper-Standard Automotive Inc. Change of Control Severance Pay Plan, all Supplemental Retirement Benefits shall be paid as a lump sum within 60 days after Separation from Service pursuant to Sections 4(b) or 4(c) of the Cooper-Standard Automotive Inc. Change of Control Severance Pay Plan. The lump sum amount of benefits shall be determined using the basis for actuarial equivalence under the Cooper-Standard Automotive Inc. Salaried Retirement Plan.

5.4. Payments Upon Participant's Death before Retirement. All Supplemental Retirement Benefits shall be paid to the Participant's Beneficiary as a lump sum within ninety (90) days after the death of the Participant before the Participant's Retirement Date. The lump sum amount of benefits shall be determined using the basis for actuarial equivalence under the Cooper-Standard Automotive Inc. Salaried Retirement Plan.

5.5. Accelerations or Delays. Notwithstanding any other provision of the Plan, if the Administrator determines that:

(a) all or any portion of a Participant's Supplemental Retirement Benefits is required to be included in the Participant's income as a result of a failure to comply with the requirements of Code Section 409A and the regulations promulgated thereunder, the Company or applicable Affiliate shall immediately distribute from the Plan to the Participant or, in the case of the Participant's death, the Participant's Beneficiary, in one single sum, the amount (but not exceeding the amount) that is so taxable. In addition, the Administrator may permit an acceleration of the time or schedule of payment otherwise applicable to a Participant if (i) payment is necessary to comply with a domestic relations order (as defined in Code Section 414(p)(1)(B)) and (ii) if the distribution is made to an individual other than the Participant; and

(b) the Participant is a Specified Employee, then any distribution to be made upon a Participant's Separation from Service and during the six months thereafter shall be accumulated and paid in a lump sum on the first day of the seventh month following the month in which the Participant's Separation from Service occurs.

Article VI. Financing Benefits

6.1. Financing of Benefits. Benefits payable under the Plan to a Participant or, in the event of his death, to his Beneficiary, or to an alternate payee pursuant to a domestic relations order (as defined in Code Section 414(p)(1)(B)), shall be paid by the Company from its general assets. No Participant, Beneficiary or any other person entitled to payment under the Plan, shall have any claim, right, security interest or other interest in any fund, trust, account, insurance contract, or asset of the Company or Affiliate responsible for such payment.

6.2. Funding. Notwithstanding the provisions of Section 7.2, nothing in this Plan shall preclude the Company from setting aside amounts in trust (the "**Trust**") pursuant to one or more trust agreements between a trustee and the Company. However, Participants, their Beneficiaries or alternate payees, and their heirs, successors and assigns, shall have no secured interest or claim in any property or assets of the Company or the Trust. The Company's obligation under the Plan shall be merely that of an unfunded and unsecured promise of the Company to pay money in the future. Notwithstanding the foregoing, the Company shall not fund any Trust at a time when such funding would violate Code Section 409A.

Any payments of benefits from the Trust shall, to the extent thereof, discharge the Company's obligation to pay benefits under the terms of this Plan, it being the intent of the Company that assets in the Trust be held as security for the Company's obligation to pay benefits under this Plan.

Any such assets held by the Company or an Affiliate in the Trust shall be and remain the sole property of the Trust, and the Participants shall have no proprietary rights of any nature whatsoever with respect to such assets.

Article VII. Beneficiaries

7.1. Beneficiary Designation.

(a) As used in the Plan the term **"Beneficiary"** means:

(i) The person last designated as Beneficiary by the Participant in writing on a form prescribed by the Administrator;

(ii) If there is no designated Beneficiary or if the person so designated shall not survive the Participant, the person or persons designated as beneficiaries under the Cooper-Standard Automotive Inc. Investment Savings Plan; or

(iii) If no such Beneficiary (as determined in Section 7.1(a)(i) or (ii) above) is living upon the death of a Participant, then the Participant's death benefit shall be paid to the first surviving class of the following classes:

a. The Participant's widow or widower.

b. The Participant's surviving children.

c. The Participants surviving parents.

d. The Participant's surviving brothers and sisters.

e. The executor or administrator of the Participant's estate.

(b) Any Beneficiary designation may be changed from time to time by the filing of written notice filed with the Administrator, which will cancel all Beneficiary designations previously filed. No notice given under this Section shall be effective unless and until the Administrator actually receives such notice.

(c) Notwithstanding the foregoing, if a Participant elects a joint and survivor annuity form hereunder, then upon the death of a Participant after payments commence, death benefits shall be paid to the contingent annuitant designated by the Participant in such election.

7.2. Facility of Payment. Whenever and as often as any Participant or his Beneficiary entitled to payments hereunder shall be under a legal disability or, in the sole judgment of the Administrator, shall otherwise be unable to apply such payments to his own best interests and advantage, the Administrator in the exercise of its discretion may direct all or any portion of such payments to be made in any one or more of the following ways: (a) directly to him; (b) to his legal guardian or conservator; or (c) to his spouse or to any other person, to be expended for his benefit; and the decision of the Administrator shall in each case be final and binding upon all persons in interest. Such legal disability is not itself a distributable event under this Plan.

Article VIII. Administration

8.1. Administration.

(a) The Plan shall be administered by the Administrator. The Administrator shall have total and exclusive responsibility to control, operate, manage and administer the Plan in accordance with its terms.

(b) The Administrator shall have sole and absolute discretion to interpret the provisions of the Plan (including, without limitation, by supplying omissions from, correcting deficiencies in, or resolving inconsistencies or ambiguities in, the language of the Plan), to make factual findings with respect to any issue arising under the Plan, to determine the rights, status, and eligibility under the Plan of Participants and other persons, to decide disputes arising under the Plan and to make any determinations and findings (including factual findings) with respect to the benefits payable thereunder and the persons entitled thereto as may be required for the purposes of the Plan. In furtherance of, but without limiting the foregoing, the Administrator is hereby granted the following specific authorities, which it shall discharge in its sole and absolute discretion in accordance with the terms of the Plan (as interpreted, to the extent necessary, by the Administrator):

(i) To determine the amount of benefits, if any, payable to any person under the Plan (including, to the extent necessary, making any factual findings with respect thereto); and

(ii) To conduct the claims procedures specified in Section 8.6.

All decisions of the Administrator as to the facts of any case, as to the interpretation of any provision of the Plan or its application to any case, and as to any other interpretative matter or other determination or question under the Plan shall be final and binding on all parties affected thereby, subject to the provisions of Section 8.6.

(c) The Administrator may, from time to time, employ agents and delegate to them such administrative duties as it sees fit, and may from time to time consult with legal counsel who may be counsel to the Company.

(d) It is intended that this Plan comply with the provisions of Code Section 409A. This Plan shall be construed and interpreted in a manner that will cause any payment hereunder that is considered deferred compensation and that is not exempt from Code Section 409A to meet the requirements thereof such that no additional tax will be due under Code Section 409A on such payment.

8.2. Plan Administrator. The Company shall be the “administrator” under the Plan for purposes of ERISA.

8.3. Binding Effect of Decisions. All decisions and determinations by the Administrator shall be final and binding on all parties. All decisions of the Administrator shall be made by the vote of the majority, including actions in writing taken without a meeting. All elections, notices and directions under the Plan by a Participant shall be made on such forms as the Administrator shall prescribe.

8.4. Successors. The Company shall require any successor (whether direct or indirect, by purchase, merger, consolidation, reorganization or otherwise) to all or substantially all of the business and/or assets of the Company expressly to assume and to agree to perform this Plan in the same manner and to the same extent the Company would be required to perform if no such succession had taken place. This Plan shall be binding upon and inure to the benefit of the Company and any successor of or to the Company, including without limitation any persons acquiring directly or indirectly all or substantially all of the business and/or assets of the Company whether by sale, merger, consolidation, reorganization or otherwise (and such successor shall thereafter be deemed the "Company" for the purposes of this Plan), and the heirs, Beneficiaries, executors and administrators of each Participant.

8.5. Indemnity of Committee and Administrator. The Company shall indemnify and hold harmless the members of the Committee and the Administrator and their duly appointed agents against any and all claims, loss, damage, expense or liability arising from any action or failure to act with respect to the Plan, except in the case of gross negligence or willful misconduct by any such member or agent of the Committee and the Administrator.

8.6. Claims Procedure.

(a) If a Participant or his designated Beneficiary (the **"Claimant"**) believes that he is entitled to a benefit under the Plan that is not provided, the Claimant may file a written claim for payments under this Plan with the Administrator. The claim must be filed within ninety (90) days of the date payments under the Plan are made or begin to be made, as applicable. The Administrator shall review the claim within ninety (90) days following the date of receipt of the claim; provided that the Administrator may determine that an additional 90-day extension is necessary due to circumstances beyond the Administrator's control, in which event the Administrator shall notify the Claimant prior to the end of the initial period that an extension is needed, the reason therefor and the date by which the Administrator expects to render a decision. If the Claimant's claim is denied in whole or part, the Administrator shall provide written notice to the Claimant of such denial. The written notice shall include the specific reason(s) for the denial; reference to specific Plan provisions upon which the denial is based; a description of any additional material or information necessary for the Claimant to perfect the claim and an explanation of why such material or information is necessary; and a description of the Plan's review procedures (as set forth in Paragraph (b)) and the time limits applicable to such procedures, including a statement of the Claimant's right to bring a civil action under section 502(a) of ERISA following an adverse determination upon review.

(b) The Claimant has the right to appeal the Administrator's decision by filing a written appeal to the Administrator within sixty (60) days after Claimant's receipt of the decision or deemed denial. The Claimant will have the opportunity, upon request and free of charge, to have reasonable access to and copies of all documents, records and other information relevant to the Claimant's appeal. The Claimant may submit written comments, documents, records and other information relating to his claim with the appeal. The Administrator will review all comments, documents, records and other information submitted by the Claimant relating to the claim, regardless of whether such information was submitted or considered in the initial claim determination. The Administrator shall make a determination on the appeal within sixty (60) days after receiving the Claimant's written appeal; provided that the Administrator may determine that an additional 60-day extension is necessary due to circumstances beyond the Administrator's control, in which event the Administrator shall notify the Claimant prior to the end of the initial period that an extension is needed, the reason therefor and the date by which the Administrator expects to render a decision. If the Claimant's appeal is denied in whole or part, the Administrator shall provide written notice to the claimant of such denial. The written notice shall include the specific reason(s) for the denial; reference to specific Plan provisions upon which the denial is based; a statement that the Claimant is entitled to receive, upon request and free of charge, reasonable access to and copies of all documents, records, and other information relevant to the Claimant's claim; and a statement of the Claimant's right to bring a civil action under section 502(a) of ERISA.

(c) If the Administrator fails to render a decision on a Claimant's initial claim for benefits under the Plan or on the Claimant's subsequent appeal of the Administrator's adverse decision, such claim or appeal will be deemed to be denied.

(d) Notwithstanding the foregoing claims and appeals procedures, to avoid an additional tax on payments that may be payable under this Plan, a Claimant must make a reasonable, good faith effort to collect any payment or benefit to which the Claimant believes he is entitled to hereunder no later than ninety (90) days after the latest date upon which the payment could have been timely made pursuant to Code Section 409A, and if not paid or provided, must take further enforcement measures within one hundred eighty (180) days after such latest date.

8.7. Actuary. An actuary may be employed by the Administrator to advise the Company and such Administrator as to actuarial matters relating to this Plan.

Article IX. Amendment and Termination of Plan

9.1. Amendment. The Company may at any time amend, suspend or reinstate any or all of the provisions of the Plan, except that no such amendment, suspension or reinstatement may adversely affect any Participant's Supplemental Retirement benefit, accrued as of the effective date of such amendment, suspension or reinstatement, without such Participant's prior written consent. Written notice of any amendment or other action with respect to the Plan shall be given to each Participant.

9.2. Termination. The Company, in its sole discretion, may terminate this Plan at any time and for any reason whatsoever (or the Plan shall automatically terminate) in accordance with and subject to the following rules:

(a) The Committee at any time, other than proximate to a downturn in the financial health of the Company or any Affiliate, may terminate the Plan and require that all benefits accrued be distributed to Participants and Beneficiaries in a single sum without regard to a Participant's prior election as to the form or timing of benefit payments, if

(i) all plans or arrangements that are considered, with this Plan, to be a single plan within the meaning of Code Section 409A are terminated and liquidated with respect to all participants,

(ii) no payments other than those payable under the pre-existing terms of the Plan are made within twelve (12) months of the date on which the arrangement is terminated,

(iii) all payments are completed within twenty-four (24) months of the termination, and

(iv) the Company or Affiliate does not, for three years following the date of termination, maintain an arrangement that would be considered a single plan with this Plan under Code Section 409A.

(b) The Committee may terminate the Plan and require that all benefits accrued be distributed to Participants and Beneficiaries in a single sum without regard to a Participant's prior election as to the form or timing of benefit payments, at any time during the period that begins thirty (30) days prior to a Change of Control and ends on the date of the Change of Control, provided that all plans or arrangements (that are considered, with this Plan, to a single plan within the meaning of Code Section 409A) are terminated and liquidated with respect to all Participants that experience the Change of Control event, and further provided that payment is made within twelve (12) months of the date of termination of the arrangements.

(c) The Plan shall terminate and all benefits accrued will be distributed in a single sum without regard to a Participant's prior election as to the form of benefit payments, if (i) payment is made upon a complete dissolution that is taxed under Code Section 331 or upon approval of a bankruptcy court pursuant to Section 503(b)(1)(A) of Title 11 of the United States Code, and (ii) the amounts deferred under the Plan are included in the gross income of Participants and Beneficiaries by the latest of (1) the calendar year in which the Plan termination occurs, (2) the calendar year in which the amounts are no longer subject to a substantial risk of forfeiture, or (3) the first calendar year in which the payment is administratively practicable.

(d) Except as provided in Paragraphs (a), (b) and (c) above or as otherwise permitted in regulations promulgated by the Secretary of the Treasury under Code Section 409A, any action that purports to terminate the Plan shall instead be construed as an amendment to discontinue further benefit accruals, but the Plan will continue to operate, in accordance with its terms as from time to time amended and in accordance with applicable Participant elections, with respect to the Participant's benefit accrued through the date of termination, and in no event shall any such action purporting to terminate the Plan form the basis for accelerating distributions to Participants and Beneficiaries.

(e) The lump sum amount of benefits hereunder shall be determined using the basis for actuarial equivalence under the Cooper-Standard Automotive Inc. Salaried Retirement Plan.

Article X. Miscellaneous

10.1. No Guarantee of Employment or Service. Nothing contained in the Plan shall be construed as a contract of employment between the Company and any employee, or as a right on any employee to be continued in the employment or service of the Company, or as a limitation of the right of the Company to discharge any of its employees, with or without Cause. All Participants remain subject to: change of salary, transfer, change of job, discipline, layoff, discharge or any other change of employment status, the same as if this Plan had not been adopted.

10.2. Governing Law. All questions arising in respect of the Plan, including those pertaining to its validity, interpretation and administration, shall be governed, controlled and determined in accordance with the applicable provisions of federal law and, to the extent not preempted by federal law, the laws of the State of Michigan, without reference to conflict of law principles thereof.

10.3. Nonassignability.

(a) No right or interest under the Plan of a Participant or his Beneficiary (or any person claiming through or under any of them), other than the surviving spouse of any deceased Participant or an alternate payee of a Participant pursuant to a domestic relations order, shall be assignable or transferable in any manner or be subject to alienation, anticipation, sale, pledge, encumbrance or other legal process or in any manner be liable for or subject to the debts or liabilities of any such Participant or Beneficiary. If any Participant or Beneficiary shall attempt to or shall transfer, assign, alienate, anticipate, sell, pledge or otherwise encumber his benefits hereunder or any part thereof, or if by reason of his bankruptcy or other event happening at any time such benefits would devolve upon anyone else or would not be enjoyed by him (other than to an alternate payee of a Participant pursuant to the terms of a domestic relations order), then the Committee, in its discretion, may terminate his interest in any such benefit to the extent the Committee considers necessary or advisable to prevent or limit the effects of such occurrence. Termination shall be effected by filing a written "termination declaration" with the General Counsel of the Company and making reasonable efforts to deliver a copy to the Participant or Beneficiary whose interest is adversely affected (the **"Terminated Participant"**).

(b) As long as the Terminated Participant is alive, any benefits affected by the termination shall be retained by the Company and, in the Committee's sole and absolute judgment, may be paid to or expended for the benefit of the Terminated Participant, his spouse, his children or any other person or persons in fact dependent upon him in such a manner as the Committee shall deem proper under the provisions of Code Section 409A. Upon the death of the Terminated Participant, all benefits withheld from him and not paid to others in accordance with the preceding sentence shall be disposed of according to the provisions of the Plan that would apply if he died prior to the time that all benefits to which he was entitled were paid to him.

10.4. Severability. Each section, subsection and lesser section of this Plan constitutes a separate and distinct undertaking, covenant and/or provision hereof. Whenever possible, each provision of this Plan shall be interpreted in such manner as to be effective and valid under applicable law. In the event that any provision of this Plan shall finally be determined to be unlawful, such provision shall be deemed severed from this Plan, but every other provision of this Plan shall remain in full force and effect, and in substitution for any such provision held unlawful, there shall be substituted a provision of similar import reflecting the original intention of the parties hereto to the extent permissible under law.

10.5. Withholding Taxes. Notwithstanding the time or schedule of payments otherwise applicable to the Participant, the Administrator may accelerate distributions to be made (i) to pay the Federal Insurance Contributions Act ("FICA") tax imposed under Code Sections 3101, 3121(a) and 3121(v)(2) with respect to compensation deferred under the Plan, (ii) to pay the income tax at source on wages imposed under Code Section 3401 or the corresponding withholding provisions of applicable state, local, or foreign tax laws as a result of the payment of FICA taxes, and (iii) to pay the additional income tax at source on wages attributable to the "pyramiding" of Code Section 3401 wages and taxes; provided that the total amount distributed under this provision must not exceed the aggregate of the FICA tax and the income tax withholding related to such FICA tax.

The amount of cash actually distributed to the Participant in accordance with the time or schedule of payments applicable to the Participant will be reduced by applicable tax withholding except to the extent such withholding requirements previously were satisfied in accordance with the paragraph above.

10.6. Legal Fees, Expenses Following a Change of Control. It is the intent of the Company that following a Change of Control no Participant be required to incur the expenses associated with the enforcement of his rights under this Plan by litigation or other legal action because the cost and expense thereof would substantially detract from the benefits intended to be extended to a Participant hereunder. Accordingly, if following a Change of Control it should appear that the Company has failed to comply with any of its obligations under this Plan or in the event that the Company or any other person takes any action to declare this Plan void or unenforceable, or institutes any litigation designed to deny, or to recover from, the Participant the benefits intended to be provided to such Participant hereunder, the Company irrevocably authorizes such Participant from time to time to retain counsel of his choice, at the expense of the Company, as hereafter provided, to represent such Participant in connection with the initiation or defense of any litigation or other legal action, whether by or against the Company or any director, officer, stockholder or other person affiliated with the Company in any jurisdiction. Notwithstanding any existing or prior attorney-client relationship between the Company and such counsel, the Company irrevocably consents to such Participant's entering into an attorney-client relationship with such counsel, and in that connection the Company and such Participant agree that a confidential relationship shall exist between such Participant and such counsel. Following a Change of Control, the Company shall pay and be solely responsible for any and all attorneys' and related fees and expenses incurred by such Participant as a result of the Company's failure to perform under this Plan or any provision thereof, or as a result of the Company or any person contesting the validity or enforceability of this Plan or any provision thereof. The Company will either pay such fees directly, or reimburse the Participant for such fees and expenses within ten (10) days following the date the Participant submits documentation reasonably substantiating such fees and expenses; provided that in no event shall such fees and expenses be reimbursable after the end of the calendar year following the year in which the Participant incurred such fees or expenses.

10.7. Top-Hat Plan. The Plan is intended to be a plan which is unfunded and maintained primarily for the purpose of providing deferred compensation for a select group of management or highly compensated employees within the meaning of Sections 201, 301 and 401 of ERISA, and therefore to be exempt from the provisions of Parts 2, 3 and 4 of Title I of ERISA. Accordingly, notwithstanding any other provision of the Plan and subject to the provisions of Code Section 409A, the Plan will terminate and no further benefits will accrue hereunder in the event it is determined by a court of competent jurisdiction or by an opinion of counsel based upon a change in law that the Plan constitutes an employee pension benefit plan within the meaning of Section 3(2) of ERISA, which is not so exempt.

10.8. Miscellaneous Distribution Rules. The following rules will supersede any inconsistent distribution provisions of the Plan. In the circumstances described in Paragraphs (a), (b) and (c) below, a payment that would otherwise be due and payable under the terms of the Plan with respect to amounts that are subject to Code Section 409A will be delayed, and payment will be made in accordance with this Section.

(a) Code Section 162(m). If and to the extent that the Company reasonably anticipates that its income tax deduction with respect to a payment will be limited or eliminated by application of Code Section 162(m), the payment shall be deferred until either (i) the earliest date at which the Company reasonably anticipates that the Company's deduction for the payment will not be limited or eliminated by application of Code Section 162(m), or (ii) the calendar year in which occurs the Participant's Separation from Service.

(b) Jeopardy to Company. If any payment required under the terms of this Plan would jeopardize the ability of the Company to continue as a going concern, the Company shall not be required to make such payment; rather, the payment shall be delayed until the first date that making the payment does not jeopardize the ability of the Company to continue as a going concern.

(c) Federal Securities and Other Applicable Law. If and to the extent that the Company reasonably anticipates that the making of a payment will violate Federal securities laws or other applicable law, the payment shall be deferred until the earliest date at which the Company reasonably anticipates that the making of the payment will not cause such violation. For this purpose, the making of a payment is not treated as a violation of applicable law because the payment would cause the inclusion of amounts in gross income of the recipient or result in a penalty or any provision of the Code being or becoming applicable.

10.9. Compliance with Code Section 409A. Effective January 1, 2005, the Plan was administered in good faith compliance with Code Section 409A. Effective January 1, 2008, the Plan was amended and restated to reflect the final regulations promulgated under Code Section 409A.

EXHIBIT A
PARTICIPANTS

James S. McElya (Section 4.1(b))
Edward A. Hasler (Section 4.1(a))
Hiram M. Thurmond (Section 4.1(a))

Exhibit 10.13

COOPER-STANDARD AUTOMOTIVE INC.
LONG-TERM INCENTIVE PLAN

ARTICLE 1.
PURPOSE AND DURATION

Section 1.1. Purpose. This Cooper-Standard Automotive Inc. Long-Term Incentive Plan is intended to motivate key employees of the Company and its Affiliates who have the prime responsibility for the operations of the Company and its Affiliates to achieve performance objectives, measured on a long-term basis, that are aligned with the Company's strategic goals and which are intended to result in increased value to the shareholders of the Company. Awards granted under Section 11 of the Cooper-Standard Holdings Inc. 2011 Omnibus Incentive Plan will be subject to the terms of this Plan in addition to the terms of the Omnibus Incentive Plan, although in the event of any discrepancy between the terms of this Plan and the terms of the Omnibus Incentive Plan, the terms of the Omnibus Incentive Plan shall control. Capitalized terms not otherwise defined herein shall have the same meanings as in the Omnibus Incentive Plan.

Section 1.2. Duration. The Plan is effective for performance periods beginning as of January 1, 2011, and will remain in effect until terminated pursuant to Article 9.

ARTICLE 2.
DEFINITIONS AND CONSTRUCTION

Section 2.1. Definitions. Wherever used in the Plan, the following terms shall have the meanings set forth below and, when the meaning is intended, the initial letter of the word is capitalized:

(a) "Administrator" means, with respect to Executive Officers, the Committee, and with respect to all other Executives, the Chief Executive Officer of the Company.

(b) "Affiliate" means, with respect to an entity, any entity directly or indirectly controlling, controlled by, or under common control with, such first entity.

(c) "Base Salary" of a Participant means the annual rate of base pay in effect for such Participant as of the last day of the Performance Period, or such other date as the Administrator specifies.

(d) "Board" means the Board of Directors of the Company.

(e) "Company" means Cooper-Standard Automotive Inc., and any successor thereto as provided in Article 12.

(f) "Committee" means the Compensation Committee of the Board.

(g) "Covered Employee" has the meaning given in Code Section 162(m).

(h) “Exchange Act” means the Securities Exchange Act of 1934, as amended. Any reference to a particular provision of the Exchange Act shall be deemed to include any successor provision thereto.

(i) “Executive” means an employee of the Company duly appointed by the Board as an authorized signatory of the Company for all purposes.

(j) “Executive Officer” means an employee of the Company who is an “officer” within the meaning of Rule 16a-1(f) promulgated under the Exchange Act or, if at any time the Company does not have a class of securities registered pursuant to Section 12 of the Exchange Act, an employee of the Company who would be deemed an “officer” within the meaning of Rule 16a-1(f) if the Company had a class of securities so registered, as determined by the Board in its discretion.

(k) “Inimical Conduct” means any act or omission that is inimical to the best interests of the Company or any Affiliate, as determined by the Administrator, including but not limited to: (1) violation of any employment, noncompete, confidentiality or other agreement in effect with the Company or any Affiliate, (2) taking any steps or doing anything which would damage or negatively reflect on the reputation of the Company or an Affiliate, or (3) failure to comply with applicable laws relating to trade secrets, confidential information or unfair competition.

(l) “Participant” means an Executive Officer or Executive who has been granted a Performance Award by the Administrator.

(m) “Performance Award” means an opportunity granted to a Participant to receive a cash payment based in whole or part on the extent to which one or more Performance Goals for one or more Performance Measures are achieved for the Performance Period, subject to the conditions described in the Plan and that the Administrator otherwise imposes.

(n) “Performance Measures” means the category of categories of performance that must be achieved as determined by the Administrator at the time of grant of a Performance Award. Performance Measures may be measured (1) for the Company on a consolidated basis, (2) for any one or more Affiliates or divisions of the Company and/or (3) for any other business unit or units of the Company or an Affiliate as defined by the Administrator at the time of selection. In addition, the Administrator may prescribe subjective Performance Measures or Performance Measures based on the Participant’s most recent employment evaluation as a condition to receiving all or any portion of an award payment.

(o) “Performance Goal” means the level(s) of performance for a Performance Measure that must be attained in order for a payment to be made under a Performance Award, and/or for the amount of payment to be determined based on the Performance Scale. With respect to Performance Awards granted pursuant to Section 11 of the Omnibus Incentive Plan, the Performance Goals must comply with the terms of the Omnibus Incentive Plan.

(p) “Performance Period” means a period of one or more fiscal years of the Company or an Affiliate, as selected by the Administrator.

(q) “Performance Scale” means, with respect to a Performance Measure, a scale from which the level of achievement may be calculated for any given level of actual performance for such Performance Measure. The Performance Scale may be a linear function, a step function, a combination of the two, or any other manner of measurement as determined by the Administrator.

(r) “Omnibus Incentive Plan” means the Cooper-Standard Holdings Inc. 2011 Omnibus Incentive Plan, as from time amended and in effect.

(s) “Plan” means the arrangement described herein, as from time amended and in effect.

(t) “Retirement” means termination of employment with the Company and its Affiliates (without Cause) on or after (1) attainment of age 65 or (2) attainment of age 60 with five (5) Years of Service.

(u) “Years of Service” means the employee’s total years of employment with the Company and any Affiliate, including years of employment with an entity that is acquired by the Company prior to such acquisition.

Section 2.2. Gender and Number. Except where otherwise indicated by the context, any masculine term used herein includes the feminine, the plural includes the singular, and the singular the plural.

ARTICLE 3.
ELIGIBILITY

Section 3.1. Eligibility. All Executives shall be eligible to participate in the Plan upon being appointed an Executive and shall remain eligible hereunder for so long as such individual remains in an Executive position.

Section 3.2. New Hires; Transfers In, Out and Between Eligible Positions.

(a) Notwithstanding Section 3.1, for a key employee who is appointed or promoted into a position that is eligible for a Performance Award, the Administrator may (1) select such key employee as a Participant at any time during the course of a Performance Period, (2) take action as a result of which there is an additional Performance Award made to a key employee who, as to a Performance Period that is in progress, is already a Participant and as to whom a Performance Award is already in effect where the additional Performance Award relates to the same Performance Period, or (3) change the Performance Goals, Performance Measures, Performance Scale or potential award amount under a Performance Award that is already in effect; provided that the discretion described in clause (3) shall not be exercisable with respect to any Participant who is a Covered Employee unless the exercise of such discretion results in a reduction in the amount that would have otherwise been payable to such individual. In such event, the Administrator may, but is not required to, prorate the amount that would otherwise be payable under such Performance Award if the Participant had been employed during the entire Performance Period to reflect the period of actual employment during the Performance Period.

(b) If a Participant is demoted during a Performance Period, the Administrator may decrease the potential award amount of any Performance Award, or revise the Performance Goals, Performance Measures or Performance Scale, as determined by the Administrator to reflect the demotion.

(c) If a Participant is transferred from employment by the Company to the employment of an Affiliate, or vice versa, the Administrator may revise the Participant's Performance Award to reflect the transfer, including but not limited to, changing the potential award amount, Performance Measures, Performance Goals and Performance Scale; provided that the discretion described in this subsection (c) shall not be exercisable with respect to any Participant who is a Covered Employee unless the exercise of such discretion results in a reduction in the amount that would have otherwise payable to such individual.

Section 3.3. Termination of Employment.

(a) Except as otherwise provided under the terms of an employment or severance agreement between a Participant and the Company, or under the Company's Change of Control and Severance Pay Plan or the Company's Executive Severance Pay Plan, no Participant shall earn an incentive award for a Performance Period unless the Participant is employed by the Company or an Affiliate (or is on an approved leave of absence) on the last day of such Performance Period, unless employment was terminated during the period as a result of Retirement, Disability or death at a time when the Participant could not have been terminated for Cause, or unless payment is approved by the Administrator after considering the cause of termination.

(b) If a Participant's employment is terminated as a result of death, Disability or Retirement, at a time when the Participant could not have been terminated for Cause, then unless the Administrator decides to provide a greater amount, the Participant (or the Participant's estate in the event of his death) shall be entitled to receive an amount equal to the product of (x) the amount calculated under Section 5.1, but only with respect to awards which are in the final year of their Performance Period, by (y) a fraction, the numerator of which is the number of the Participant's days of employment during the Performance Period for such award and the denominator of which is the number of days in the Performance Period for such award. Payment shall be made within 2 1/2 months following the end of the year in which such the Participant's termination of employment occurs.

ARTICLE 4.
CONTINGENT PERFORMANCE AWARDS

At the time of grant of a Performance Award, the Administrator shall determine for each award the Performance Measure(s), the Performance Goal(s) for each Performance Measure, the Performance Scale (which may vary for different Performance Measures), and the amount payable to the Participant if and to the extent the Performance Goals are met (as measured from the Performance Scale). The amount payable to a Participant may be designated as a flat dollar amount or as a percentage of the Participant's Base Salary, or may be determined by any other means as the Administrator may specify at the time the Performance Award is granted. The amount payable to any Participant to whom a Performance Award is granted under Section 11 of the Omnibus Incentive Plan shall be subject to the dollar limit imposed under such plan.

ARTICLE 5.
PAYMENT

Section 5.1. Evaluating Performance and Computing Awards.

(a) As soon as practicable following the close of a Performance Period, the Administrator shall determine whether and to what extent the Performance Goals and other material terms of the Performance Award issued for such period were satisfied, and shall determine whether any discretionary adjustments under Subsection (b) shall be made. Based on such certification, the Administrator (or its delegee) shall determine the award amount payable to a Participant under the Performance Award for that Performance Period.

(b) The Administrator may adjust each Participant's potential award amount under any Performance Award, based upon overall individual performance and attainment of goals up to a maximum of plus fifty percent (+50%) or down to a maximum of minus twenty percent (-20%); provided that with respect to any Participant who is a Covered Employee, the Administrator shall only be allowed to approve a downward adjustment.

Section 5.2. Timing and Form of Payment. When the payment due to the Participant has been determined, payment shall be made in a cash lump sum in the calendar year immediately following the close of the Performance Period, typically as soon as practicable after the Administrator has certified the extent to which the Performance Goals have been achieved.

Section 5.3. Inimical Conduct. Notwithstanding the foregoing, after the end of the Performance Period for which the payment has accrued, but before payment is made, if the Participant engages in Inimical Conduct, or if the Company determines after a Participant's termination of employment that the Participant could have been terminated for Cause, then the Performance Award shall be automatically cancelled and no payment or deferral shall be made. The Administrator may suspend payment (without liability for interest thereon) pending the Administrator's determination of whether the Participant was or should have been terminated for Cause or whether the Participant has engaged in Inimical Conduct.

ARTICLE 6.
ADJUSTMENTS

In the event of any change in the outstanding shares of Company Common Stock by reason of any stock dividend or split, recapitalization, reclassification, merger, consolidation or exchange of shares or other similar corporate change, then if the Administrator shall determine that such change necessarily or equitably requires an adjustment in the Performance Goals established under a Performance Award, such adjustments shall be made by the Administrator and shall be conclusive and binding for all purposes of this Plan. No adjustment shall be made in connection with the issuance by the Company of any warrants, rights, or options to acquire additional shares of Common Stock or of securities convertible into Common Stock; and no such adjustment shall be permitted with respect to any Participant who is a Covered Employee to the extent such adjustment would cause the Participant's Performance Award to cease to be qualified performance-based compensation within the meaning of Code Section 162(m).

ARTICLE 7.
RIGHTS OF PARTICIPANTS

Section 7.1. No Funding. No Participant shall have any interest in any fund or in any specific asset or assets of the Company or any Affiliate by reason of any Performance Award under the Plan. It is intended that the Company has merely a contractual obligation to make payments when due hereunder and it is not intended that the Company or any Affiliate hold any funds in reserve or trust to secure payments hereunder.

Section 7.2. No Transfer. No Participant may assign, pledge, or encumber his or her interest under the Plan, or any part thereof.

Section 7.3. No Implied Rights; Employment. Nothing contained in this Plan shall be construed to:

(a) Give any employee or Participant any right to receive any award other than in the sole discretion of the Administrator;

(b) Limit in any way the right of the Company or an Affiliate to terminate a Participant's employment at any time; or

(c) Be evidence of any agreement or understanding, express or implied, that a Participant will be retained in any particular position or at any particular rate of remuneration.

ARTICLE 8.
ADMINISTRATION

Section 8.1. General. The Plan shall be administered by the Administrator.

Section 8.2. Authority. In addition to the authority specifically provided herein, the Administrator shall have full power and discretionary authority to: (a) administer the Plan, including but not limited to the power and authority to construe and interpret the Plan; (b) correct errors, supply omissions or reconcile inconsistencies in the terms of the Plan or any Performance Award; (c) establish, amend or waive rules and regulations, and appoint such agents, as it deems appropriate for the Plan's administration; and (d) make any other determinations, including factual determinations, and take any other action as it determines is necessary or desirable for the Plan's administration.

Section 8.3. Decision Binding. The Administrator's determinations and decisions made pursuant to the provisions of the Plan and all related orders or resolutions of the Board shall be final, conclusive and binding on all persons who have an interest in the Plan or an award, and such determinations and decisions shall not be reviewable.

ARTICLE 9.
AMENDMENT AND TERMINATION

Section 9.1. Amendment. The Committee may modify or amend, in whole or in part, any or all of the provisions of the Plan or any Performance Award, and may suspend the Plan at any time; provided, however, that no such modification, amendment, or suspension may, without the consent of the Participant or his legal representative in the case of his death, adversely affect the amount of any payment due under the Plan with respect to any Performance Award in effect prior to the date of such modification, amendment or suspension.

Section 9.2. Termination. The Committee may terminate the Plan at any time; *provided, however*, that no such termination may, without the consent of the Participant or his legal representative in the case of his death, adversely affect the amount of any payment due under the Plan with respect to any Performance Award in effect prior to the date of such termination.

ARTICLE 10.
TAX WITHHOLDING

The Company shall have the right to deduct from all cash payments made hereunder (or from any other payments due a Participant) any foreign, federal, state, or local taxes required by law to be withheld with respect to such cash payments.

ARTICLE 11.
OFFSET

The Company shall have the right to offset from any amount payable hereunder any amount that the Participant owes to the Company or any Affiliate without the consent of the Participant (or his estate, in the event of the Participant's death).

ARTICLE 12.
SUCCESSORS

All obligations of the Company under the Plan with respect to Performance Awards granted hereunder shall be binding on any successor to the Company, whether the existence of such successor is the result of a direct or indirect purchase, merger, consolidation or otherwise, of all or substantially all of the business and/or assets of the Company. The Plan shall be binding upon and inure to the benefit of the Participants and their heirs, executors, administrators and legal representatives.

ARTICLE 13.
DISPUTE RESOLUTION

Unless prohibited by law, any legal action or proceeding with respect to this Plan or any Performance Award, or for recognition and enforcement of any judgment in respect to this Plan or any Performance Award, may only be heard in a "bench" trial, and any party to such action or proceeding shall agree to waive its right to a jury trial. Any legal action or proceeding with respect to this Plan or any Performance Award must be brought within one year (365 days) after the day the complaining party first knew or should have known of the events giving rise to the complaint.

Exhibit 10.16

AMENDMENT TO EMPLOYMENT AGREEMENT

This Amendment to the Employment Agreement (the "Agreement") dated as of ___________ by and between the undersigned executive (the "Executive") and Cooper-Standard Automotive Inc. (the "Company") is made this __ day of ______ 2011, by and between the Executive and the Company.

WHEREAS, the Company and the Executive have entered into the Agreement;

WHEREAS, Section 11(b) of the Agreement permits the Agreement to be amended by a written instrument signed by the parties; and

WHEREAS, the parties desire to amend the Agreement, including Exhibit B thereto, to reflect certain changes to the Company's retirement benefit arrangements and to update the Executive's title and base salary.

The parties hereto agree as follows:

1. Effective as of January 1, 2011, the following changes shall be made to the Agreement:

a. Section 2.a. of the Agreement shall be amended and restated in its entirety to read as follows:

During the Employment Term, Executive shall serve as the Company's *[insert title]*. In such position, Executive shall have such duties and authority as is customarily associated with such positions at other companies similar to the Company and shall have such duties, consistent with Executive's position, as may be assigned from time to time by the [Chief Operating Officer of the Company (the "**COO**")/the Chief Executive Officer of the Company (the "**CEO**")] or the Board of Directors of the Company (the "**Board**").

b. Section 3 of the Agreement shall be amended and restated in its entirety to read as follows.

<u>Base Salary</u>. During the Employment Term, the Company shall pay Executive a base salary (effective February 1, 2011, at the annual rate of $______) payable in regular installments in accordance with the Company's usual payroll practices. Executive shall be entitled to such increases in Executive's base salary, if any, as may be determined from time to time by the compensation committee of the Board, based upon the recommendation of the COO and/or the CEO. Executive's annual base salary, as in effect from time to time, is hereinafter referred to as the "**Base Salary**".

c. Section 7(c)(iii)(A)(iv) of the Agreement shall be amended and restated in its entirety to read as follows:

> subject to Section 11(k), if the Executive is a participant in the Company's Enhanced Investment Savings Plan or any successor plan thereto (the "Savings Plan") and/or is eligible for any supplemental defined contribution benefits under the Company's Supplemental Executive Retirement Plan or any other supplemental or excess retirement plan that provides a defined contribution-type benefit for the Executive (the Supplemental Executive Retirement Plan or such other plan, the "SERP"), a single lump sum cash payment within five (5) days following the expiration of such revocation period provided for in the Release equal to the Company non-matching and non-elective deferral contributions that would have been made for the Executive under the Savings Plan and/or the SERP if the Executive had continued in employment for an additional [twelve (12)] [twenty-four (24)] months (after the date of termination), assuming for this purpose that (i) the Executive had eligible compensation equal to the eligible compensation (as determined pursuant to the terms of the Savings Plan and SERP) paid to the Executive for the calendar year immediately preceding the year in which such termination of employment occurs, and (ii) the Executive's accounts are fully vested; provided that in no event shall the amount due under this paragraph be adjusted to make up for any interest that the Executive would have earned under the Savings Plan or SERP on such amounts; and

d. Section 3(u) of Exhibit B to the Agreement, consisting of a definition for the term "Retirement Plans," shall be deleted in its entirety, and Sections 3(v), (w) and (x) shall be renumbered as Sections 3(u), (v) and (w).

e. Section 1(d) of Exhibit B to the Cooper-Standard Automotive Inc. Change of Control Severance Plan in the form attached as Exhibit B to the Agreement, titled "Severance Compensation," shall be amended and restated in its entirety to read as follows:

> if the Executive is a participant in the Company's Enhanced Investment Savings Plan or any successor plan thereto (the "Savings Plan") and/or is eligible for any supplemental defined contribution benefits under the Company's Supplemental Executive Retirement Plan or any other supplemental or excess retirement plan that provides a defined contribution-type benefit for the Executive (the Supplemental Executive Retirement Plan or such other plan, the "SERP"), a single lump sum cash payment within five (5) days following the expiration of such revocation period, or if later, within ten (10) business days after such termination, equal to the Company non-matching and non-elective deferral contributions that would have been made for the Executive under the Savings Plan and/or the SERP if the Executive had continued in employment for an additional twenty-four (24) additional months (for the

Chief Executive Officer and members of the Operations Group) or twelve (12) additional months (for members of the Management Group) (or, if greater, the number of months remaining in the Severance Period), assuming for this purpose that (i) the Executive had eligible compensation equal to the highest amount of eligible compensation (as determined pursuant to the terms of the Savings Plan and SERP) paid to the Executive in any of the five calendar years immediately preceding the year in which such termination of employment occurs, and (ii) the Executive's accounts are fully vested; provided that in no event shall the amount due under this paragraph be adjusted to make up for any interest that the Executive would have earned under the Savings Plan or SERP on such amounts.

2. In all other respects, the Agreement shall remain unchanged.

3. This Amendment may be executed in counterparts, which together shall constitute one and the same agreement.

IN WITNESS WHEREOF, the parties hereto have executed this Amendment on the date first written above.

COOPER-STANDARD AUTOMOTIVE INC.	**EXECUTIVE**
By: ______________________________	______________________________
Name:	Name:
Title:	

COOPER-STANDARD AUTOMOTIVE INC.
ANNUAL INCENTIVE PLAN

ARTICLE 1.
PURPOSE AND DURATION

Section 1.1. Purpose. This Cooper-Standard Automotive Inc. Annual Incentive Plan is intended to motivate key employees of the Company and its Affiliates who have the prime responsibility for the operations of the Company and its Affiliates to achieve performance objectives, measured on an annual basis, that are aligned with the Company's strategic goals and which are intended to result in increased value to the shareholders of the Company. Awards granted under Section 10 of the Cooper-Standard Holdings Inc. 2011 Omnibus Incentive Plan will be subject to the terms of this Plan in addition to the terms of the Omnibus Incentive Plan, although in the event of any discrepancy between the terms of this Plan and the terms of the Omnibus Incentive Plan, the terms of the Omnibus Incentive Plan shall control. Capitalized terms not otherwise defined herein shall have the same meanings as in the Omnibus Incentive Plan.

Section 1.2. Duration. The Plan is effective for performance periods beginning as of January 1, 2011, and will remain in effect until terminated pursuant to Article 9.

ARTICLE 2.
DEFINITIONS AND CONSTRUCTION

Section 2.1. Definitions. Wherever used in the Plan, the following terms shall have the meanings set forth below and, when the meaning is intended, the initial letter of the word is capitalized:

(a) "Affiliate" means, with respect to an entity, any entity directly or indirectly controlling, controlled by, or under common control with, such first entity.

(b) "Administrator" means, with respect to Executive Officers, the Committee, and with respect to all other Executives, the Chief Executive Officer of the Company.

(c) "Base Salary" of a Participant means the annual rate of base pay in effect for such Participant as of the last day of the Performance Period, or such other date as the Administrator specifies.

(d) "Board" means the Board of Directors of the Company.

(e) "Company" means Cooper-Standard Automotive Inc., and any successor thereto as provided in Article 12.

(f) "Committee" means the Compensation Committee of the Board.

(g) "Covered Employee" has the meaning given in Code Section 162(m).

(h) “Exchange Act” means the Securities Exchange Act of 1934, as amended. Any reference to a particular provision of the Exchange Act shall be deemed to include any successor provision thereto.

(i) “Executive” means an employee of the Company duly appointed by the Board as an authorized signatory of the Company for all purposes.

(j) “Executive Officer” means an employee of the Company who is an “officer” within the meaning of Rule 16a-1(f) promulgated under the Exchange Act or, if at any time the Company does not have a class of securities registered pursuant to Section 12 of the Exchange Act, an employee of the Company who would be deemed an “officer” within the meaning of Rule 16a-1(f) if the Company had a class of securities so registered, as determined by the Board in its discretion.

(k) “Inimical Conduct” means any act or omission that is inimical to the best interests of the Company or any Affiliate, as determined by the Administrator, including but not limited to: (1) violation of any employment, noncompete, confidentiality or other agreement in effect with the Company or any Affiliate, (2) taking any steps or doing anything which would damage or negatively reflect on the reputation of the Company or an Affiliate, or (3) failure to comply with applicable laws relating to trade secrets, confidential information or unfair competition.

(l) “Participant” means an Executive Officer or Executive who has been granted a Performance Award by the Administrator.

(m) “Performance Award” means an opportunity granted to a Participant to receive a payment based in whole or part on the extent to which one or more Performance Goals for one or more Performance Measures are achieved for the Performance Period, subject to the conditions described in the Plan and that the Administrator otherwise imposes.

(n) “Performance Measures” means the category of categories of performance that must be achieved as determined by the Administrator at the time of grant of a Performance Award. Performance Measures may be measured (1) for the Company on a consolidated basis, (2) for any one or more Affiliates or divisions of the Company and/or (3) for any other business unit or units of the Company or an Affiliate as defined by the Administrator at the time of selection. In addition, the Administrator may prescribe subjective Performance Measures or Performance Measures based on the Participant’s most recent employment evaluation as a condition to receiving all or any portion of an award payment.

(o) “Performance Goal” means the level(s) of performance for a Performance Measure that must be attained in order for a payment to be made under a Performance Award, and/or for the amount of payment to be determined based on the Performance Scale. With respect to Performance Awards granted pursuant to Section 10 of the Omnibus Incentive Plan, the Performance Goals must comply with the terms of the Omnibus Incentive Plan.

(p) “Performance Period” means a period of one fiscal year of the Company or an Affiliate, as selected by the Administrator.

(q) "Performance Scale" means, with respect to a Performance Measure, a scale from which the level of achievement may be calculated for any given level of actual performance for such Performance Measure. The Performance Scale may be a linear function, a step function, a combination of the two, or any other manner of measurement as determined by the Administrator.

(r) "Omnibus Incentive Plan" means Cooper-Standard Holdings Inc. 2011 Omnibus Incentive Plan, as from time amended and in effect.

(s) "Plan" means the arrangement described herein, as from time amended and in effect.

(t) "Retirement" means termination of employment with the Company and its Affiliates (without Cause) on or after (1) attainment of age 65 or (2) attainment of age 60 with five (5) Years of Service.

(u) "Years of Service" means the employee's total years of employment with the Company and any Affiliate, including years of employment with an entity that is acquired by the Company prior to such acquisition.

Section 2.2. Gender and Number. Except where otherwise indicated by the context, any masculine term used herein includes the feminine, the plural includes the singular, and the singular the plural.

ARTICLE 3.
ELIGIBILITY

Section 3.1. Eligibility. All Executives shall be eligible to participate in the Plan upon being appointed an Executive and shall remain eligible hereunder for so long as such individual remains in an Executive position.

Section 3.2. New Hires; Transfers In, Out and Between Eligible Positions.

(a) Notwithstanding Section 3.1, for a key employee who is appointed or promoted into a position that is eligible for a Performance Award, the Administrator may (1) select such key employee as a Participant at any time during the course of a Performance Period, (2) take action as a result of which there is an additional Performance Award made to a key employee who, as to a Performance Period that is in progress, is already a Participant and as to whom a Performance Award is already in effect where the additional Performance Award relates to the same Performance Period, or (3) change the Performance Goals, Performance Measures, Performance Scale or potential award amount under a Performance Award that is already in effect; provided that the discretion described in clause (3) shall not be exercisable with respect to any Participant who is a Covered Employee unless the exercise of such discretion results in a reduction in the amount that would have otherwise been payable to such individual. In such event, the Administrator may, but is not required to, prorate the amount that would otherwise be payable under such Performance Award if the Participant had been employed during the entire Performance Period to reflect the period of actual employment during the Performance Period.

(b) If a Participant is demoted during a Performance Period, the Administrator may decrease the potential award amount of any Performance Award, or revise the Performance Goals, Performance Measures or Performance Scale, as determined by the Administrator to reflect the demotion.

(c) If a Participant is transferred from employment by the Company to the employment of an Affiliate, or vice versa, the Administrator may revise the Participant's Performance Award to reflect the transfer, including but not limited to, changing the potential award amount, Performance Measures, Performance Goals and Performance Scale; provided that the discretion described in this subsection (c) shall not be exercisable with respect to any Participant who is a Covered Employee unless the exercise of such discretion results in a reduction in the amount that would have otherwise payable to such individual.

Section 3.3. Termination of Employment.

(a) Except as otherwise provided under the terms of an employment or severance agreement between a Participant and the Company, or under the Company's Executive Severance Pay Plan, no Participant shall earn an incentive award for a Performance Period unless the Participant is employed by the Company or an Affiliate (or is on an approved leave of absence) on the last day of such Performance Period, unless employment was terminated during the period as a result of Retirement, Disability or death at a time when the Participant could not have been terminated for Cause, or unless payment is approved by the Administrator after considering the cause of termination.

(b) If a Participant's employment is terminated as a result of death, Disability or Retirement, at a time when the Participant could not have been terminated for Cause, then unless the Administrator decides to provide a greater amount, the Participant (or the Participant's estate in the event of his death) shall be entitled to receive an amount equal to the product of (x) the amount calculated under Section 5.1 and (y) a fraction, the numerator of which is the number of the Participant's days of employment during the Performance Period for such award and the denominator of which is the number of days in the Performance Period for such award. Payment shall be made as provided in Section 5.2.

ARTICLE 4.
CONTINGENT PERFORMANCE AWARDS

At the time of grant of a Performance Award, the Administrator shall determine for each award the Performance Measure(s), the Performance Goal(s) for each Performance Measure, the Performance Scale (which may vary for different Performance Measures), and the amount payable to the Participant if and to the extent the Performance Goals are met (as measured from the Performance Scale). The amount payable to a Participant may be designated as a flat dollar amount or as a percentage of the Participant's Base Salary, or may be determined by any other means as the Administrator may specify at the time the Performance Award is granted. The amount payable to any Participant to whom a Performance Award is granted under Section 10 of the Omnibus Incentive Plan shall be subject to the dollar limit imposed under such plan.

ARTICLE 5.
PAYMENT

Section 5.1. Evaluating Performance and Computing Awards.

(a) As soon as practicable following the close of a Performance Period, the Administrator shall determine whether and to what extent the Performance Goals and other material terms of the Performance Award issued for such period were satisfied, and shall determine whether any discretionary adjustments under Subsection (b) shall be made. Based on such certification, the Administrator (or its delegee) shall determine the award amount payable to a Participant under the Performance Award for that Performance Period.

(b) The Administrator may adjust each Participant's potential award amount under any Performance Award, based upon overall individual performance and attainment of goals up to a maximum of plus fifty percent (+50%) or down to a maximum of minus twenty percent (-20%); provided that with respect to any Participant who is a Covered Employee, the Administrator shall only be allowed to approve a downward adjustment.

Section 5.2. Timing and Form of Payment. When the payment due to the Participant has been determined, payment shall be made in a cash lump sum in the calendar year immediately following the close of the Performance Period, typically as soon as practicable after the Administrator has certified the extent to which the Performance Goals have been achieved.

Section 5.3. Inimical Conduct. Notwithstanding the foregoing, after the end of the Performance Period for which the payment has accrued, but before payment is made, if the Participant engages in Inimical Conduct, or if the Company determines after a Participant's termination of employment that the Participant could have been terminated for Cause, the Performance Award shall be automatically cancelled and no payment or deferral shall be made. The Administrator may suspend payment (without liability for interest thereon) pending the Administrator's determination of whether the Participant was or should have been terminated for Cause or whether the Participant has engaged in Inimical Conduct.

ARTICLE 6.
ADJUSTMENTS

In the event of any change in the outstanding shares of Company Common Stock by reason of any stock dividend or split, recapitalization, reclassification, merger, consolidation or exchange of shares or other similar corporate change, then if the Administrator shall determine that such change necessarily or equitably requires an adjustment in the Performance Goals established under a Performance Award, such adjustments shall be made by the Administrator and shall be conclusive and binding for all purposes of this Plan. No adjustment shall be made in connection with the issuance by the Company of any warrants, rights, or options to acquire additional shares of Common Stock or of securities convertible into Common Stock, and no such adjustment shall be permitted with respect to any Participant who is a Covered Employee to the extent such adjustment would cause the Participant's Performance Award to cease to be qualified performance-based compensation within the meaning of Code Section 162(m).

ARTICLE 7.
RIGHTS OF PARTICIPANTS

Section 7.1. No Funding. No Participant shall have any interest in any fund or in any specific asset or assets of the Company or any Affiliate by reason of any Performance Award under the Plan. It is intended that the Company has merely a contractual obligation to make payments when due hereunder and it is not intended that the Company or any Affiliate hold any funds in reserve or trust to secure payments hereunder.

Section 7.2. No Transfer. No Participant may assign, pledge, or encumber his or her interest under the Plan, or any part thereof.

Section 7.3. No Implied Rights; Employment. Nothing contained in this Plan shall be construed to:

(a) Give any employee or Participant any right to receive any award other than in the sole discretion of the Administrator;

(b) Limit in any way the right of the Company or an Affiliate to terminate a Participant's employment at any time; or

(c) Be evidence of any agreement or understanding, express or implied, that a Participant will be retained in any particular position or at any particular rate of remuneration.

ARTICLE 8.
ADMINISTRATION

Section 8.1. General. The Plan shall be administered by the Administrator.

Section 8.2. Authority. In addition to the authority specifically provided herein, the Administrator shall have full power and discretionary authority to: (a) administer the Plan, including but not limited to the power and authority to construe and interpret the Plan; (b) correct errors, supply omissions or reconcile inconsistencies in the terms of the Plan or any Performance Award; (c) establish, amend or waive rules and regulations, and appoint such agents, as it deems appropriate for the Plan's administration; and (d) make any other determinations, including factual determinations, and take any other action as it determines is necessary or desirable for the Plan's administration.

Section 8.3. Decision Binding. The Administrator's determinations and decisions made pursuant to the provisions of the Plan and all related orders or resolutions of the Board shall be final, conclusive and binding on all persons who have an interest in the Plan or an award, and such determinations and decisions shall not be reviewable.

ARTICLE 9.
AMENDMENT AND TERMINATION

Section 9.1. Amendment. The Committee may modify or amend, in whole or in part, any or all of the provisions of the Plan or any Performance Award, and may suspend the Plan, at any time;

provided, however, that no such modification, amendment, or suspension may, without the consent of the Participant or his legal representative in the case of his death, adversely affect the amount of any payment due under the Plan with respect to any Performance Award in effect prior to the date of such modification, amendment or suspension.

Section 9.2. Termination. The Committee may terminate the Plan at any time; *provided, however*, that no such termination may, without the consent of the Participant or his legal representative in the case of his death, adversely affect the amount of any payment due under the Plan with respect to any Performance Award in effect prior to the date of such termination.

ARTICLE 10.
TAX WITHHOLDING

The Company shall have the right to deduct from all cash payments made hereunder (or from any other payments due a Participant) any foreign, federal, state, or local taxes required by law to be withheld with respect to such cash payments.

ARTICLE 11.
OFFSET

The Company shall have the right to offset from any amount payable hereunder any amount that the Participant owes to the Company or any Affiliate without the consent of the Participant (or his estate, in the event of the Participant’s death).

ARTICLE 12.
SUCCESSORS

All obligations of the Company under the Plan with respect to Performance Awards granted hereunder shall be binding on any successor to the Company, whether the existence of such successor is the result of a direct or indirect purchase, merger, consolidation or otherwise, of all or substantially all of the business and/or assets of the Company. The Plan shall be binding upon and inure to the benefit of the Participants and their heirs, executors, administrators and legal representatives.

ARTICLE 13.
DISPUTE RESOLUTION

Unless prohibited by law, any legal action or proceeding with respect to this Plan or any Performance Award, or for recognition and enforcement of any judgment in respect to this Plan or any Performance Award, may only be heard in a “bench” trial, and any party to such action or proceeding shall agree to waive its right to a jury trial. Any legal action or proceeding with respect to this Plan or any Performance Award must be brought within one year (365 days) after the day the complaining party first knew or should have known of the events giving rise to the complaint.

COOPER-STANDARD HOLDINGS INC.
2011 OMNIBUS INCENTIVE PLAN

1. Purposes; History

(a) The purpose of the Plan is to aid the Company and its Affiliates in recruiting and retaining key employees and directors of outstanding ability and to motivate such key employees and directors to exert their best efforts on behalf of the Company and its Affiliates by providing incentives through the granting of Awards. The Company expects that it will benefit from the added interest which such key employees and directors will have in the welfare of the Company as a result of their proprietary interest in the Company's success.

(b) Prior to the Effective Date, the Company had in effect the Amended and Restated 2010 Cooper-Standard Holdings Inc. Management Incentive Plan (the "Prior Plan"). Upon the Effective Date, this Plan amends, restates and replaces the Prior Plan in full. Awards outstanding under the Prior Plan shall continue to be outstanding but, upon the Effective Date, shall become subject to the terms and conditions of this Plan.

2. Definitions

The following capitalized terms used in the Plan have the respective meanings set forth in this Section:

Act: The Securities Exchange Act of 1934, as amended, or any successor thereto.

Affiliate: With respect to an entity, any entity directly or indirectly controlling, controlled by, or under common control with, such first entity.

Agreement: The written agreement between the Company and a Participant evidencing the grant of an Award and setting forth the terms and conditions thereof.

Award: A grant of Options, Stock Appreciation Rights, Shares of Common Stock, Restricted Stock, Restricted Stock Units, Restricted Preferred Stock, an Incentive Award or any other type of award permitted under and granted pursuant to the Plan.

Board: The Board of Directors of the Company.

Cause: Cause (i) in the case of a Participant whose employment with the Company or an Affiliate is subject to the terms of an employment agreement between such Participant and the Company or such Affiliate which includes a definition of “Cause”, shall have the meaning set forth in such employment agreement during the period that such employment agreement remains in effect; and (ii) in all other cases, shall mean (1) the Participant’s willful failure to perform duties or directives which is not cured following written notice, (2) the Participant’s commission of a (x) felony or (y) crime involving moral turpitude, (3) the Participant’s willful malfeasance or misconduct which is demonstrably injurious to the Company or its Affiliates, or (4) material breach by the Participant of the restrictive covenants, including, without limitation, any non-compete, non-solicitation or confidentiality provisions to which the Participant is bound.

Change of Control: The occurrence of any of the following events after the Effective Date: (i) the sale or disposition, in one or a series of related transactions, of all or substantially all of the assets of the Company to any “person” or “group” (as such terms are defined in Sections 13(d)(3) and 14(d)(2) of the Act) or (ii) any person or group is or becomes the “beneficial owner” (as defined in Rules 13d-3 and 13d-5 under the Act), directly or indirectly, of greater than or equal to 50% of the total voting power of the voting stock of the Company, including by way of merger, consolidation or otherwise.

Notwithstanding anything in the Plan or an applicable Agreement, if an Award is considered deferred compensation subject to the provisions of Code Section 409A, and if the payment of compensation under such Award would be triggered upon an event that otherwise would constitute a “Change of Control” but that would not constitute a change of control for purposes of Code Section 409A, then such event shall not constitute a “Change of Control” for purposes of the payment provisions of such Award.

Notwithstanding the foregoing, a Change of Control shall not be deemed to have occured as a result of (x) the Company’s emergence from Chapter 11 as contemplated by the Plan of Reorganization, (y) the execution and delivery of the Commitment Agreement or (z) the consummation of the transactions provided in the Commitment Agreement and/or the Plan of Reorganization (or otherwise contemplated by the Commitment Agreement and/or the Plan of Reorganization to occur prior to or on or about the Emergence Date); provided that the foregoing exception shall not apply if a Backstop Purchaser (A) entered into any written shareholder or voting agreement (other than the Commitment Agreement, the Ancillary Agreements or the Plan of Reorganization), (B) purchased or acquired pre-petition claims with respect to the Senior Subordinated Notes (including the purchase or acquisition of any such pre-petition claim held by any other Backstop Purchaser or its affiliates, but excluding any purchase or acquisition by a Backstop Purchaser or its affiliates in its broker/dealer, market making, flow trading or other non-proprietary trading activities), or (C) assigned the Commitment Agreement or its obligations thereunder pursuant to Section 12 of the Commitment Agreement, in the case of each of clauses (A), (B) and (C), only if such action resulted in such Backstop Purchaser having beneficial ownership of greater than or equal to 50% of the total voting power of the Company’s voting power upon emergence. For purposes of clarification, (i) neither (a) the agreements and arrangements involving Backstop Purchasers contemplated by the Commitment Agreement or the Plan of Reorganization to occur or exist prior to, on or about the Emergence Date nor (b) any agreements or arrangements by Backstop Purchasers at any time prior to, on or after the Emergence Date to dispose of any or all of their securities of the Company shall be taken into account in determining whether such Backstop Purchasers constitute a "group" for purposes of determining whether a Change of Control has occurred and (ii) the acquisition by any person of any equity interest in the Company at any time following the issuance of Backstop Purchaser Shares, Rights Offering Shares and Warrants (including the Backstop Purchaser Warrants) pursuant to the Plan of Reorganization (other than any acquisition from any Backstop Purchaser that is agreed to between such Backstop Purchaser and its transferee or assignee and consummated on or about the Emergence Date) shall not be deemed a transaction provided for in the Commitment Agreement or the Plan of Reorganization. Capitalized terms used in this paragraph and not defined in the Plan shall have the meanings assigned to them in the Commitment Agreement.

Code: The Internal Revenue Code of 1986, as amended, and any successor thereto. Reference in the Plan to any section of the Code shall be deemed to include any regulations or other interpretive guidance under such section, and any amendments or successor provisions to such section, regulations or guidance.

Commitment Agreement: The Commitment Agreement dated as of March 19, 2010 by and between the Company and the Backstop Purchasers.

Committee: The Board or any committee to which the Board delegates duties and powers hereunder; provided that, on and after the first day on which a registration statement registering the Common Stock under Section 12 of the Act becomes effective, such committee shall be comprised solely of at least two directors, each of whom must qualify as an "outside director" within the meaning of Code Section 162(m) and as a "non-employee" director within the meaning of Rule 16b-3 promulgated under the Act.

Common Stock: The shares of common stock, par value $0.001 per share, of the Company.

Company: Cooper-Standard Holdings Inc., a Delaware corporation.

Director: A member of the Board.

Disability: Disability means (i) in the case of a Participant whose employment with the Company or an Affiliate is subject to the terms of an employment agreement between such Participant and the Company or such Affiliate, which employment agreement includes a definition of "Disability", the term "Disability" as used in this Plan or any Agreement shall have the meaning set forth in such employment agreement during the period that such employment agreement remains in effect; and (ii) in all other cases, the Participant becomes physically or mentally incapacitated and is therefore unable for a period of six (6) consecutive months or for an aggregate of nine (9) months in any twenty-four (24) consecutive month period to perform the Participant's duties (such incapacity is hereinafter referred to as "Disability"). Any question as to the existence of the Disability of the Participant as to which the Participant and the Company cannot agree shall be determined in writing by a qualified independent physician mutually acceptable to the Participant and the Company. If the Participant and the Company cannot agree as to a qualified independent physician, each shall appoint such a physician and those two physicians shall select a third who shall make such determination in writing. The determination of Disability made in writing to the Company and the Participant shall be final and conclusive for all purposes of the Agreement.

Effective Date: The effective date of the Plan is January 1, 2011.

Emergence Date: The effective date of the Plan of Reorganization.

Employment: The term "Employment" as used herein shall be deemed to refer to a Participant's employment if the Participant is an employee of the Company or any of its Affiliates or to a Participant's services as a non-employee director, if the Participant is a non-employee member of the Board. For the avoidance of doubt, a Participant's Employment shall be deemed to remain in effect so long as the Participant is either an employee of the Company or any of its Affiliates or a non-employee member of the Board.

Equity: The Common Stock, the Preferred Stock, and the Warrants.

Fair Market Value: On a given date, (i) the closing price of a Share on the date in question (or, if there is no reported sale on such date, on the last preceding date on which any reported sale occurred) on the principal stock market or exchange on which the Shares are quoted or traded, (ii) if the Shares are traded in an over-the-counter market, the last sales price (or, if there is no last sales price reported, the average of the closing bid and asked prices) for the Shares on the particular date, or on the last preceding date on which there was a sale of Shares on that market, or (iii) if the Shares are not quoted or traded on a stock market, exchange, or over-the-counter market, the Fair Market Value of the Shares will be as determined in good faith by the Committee.

Future Grant: Awards that may be granted at any time after the Emergence Date in accordance with the terms of the Plan.

Good Reason: Good Reason (i) in the case of a Participant whose employment with the Company or an Affiliate is subject to the terms of an employment agreement between such Participant and the Company or such Affiliate which employment includes a definition of "Good Reason", shall have the meaning set forth in such employment agreement during the period that such employment agreement remains in effect; and (ii) in all other cases, shall mean (1) a substantial diminution in the Participant's position or duties; adverse change of reporting lines; or assignment of duties materially inconsistent with the Participant's position; (2) any reduction in the Participant's base salary or annual bonus opportunity other than a reduction which is applied generally to other similarly-situated employees in a similar manner; (3) any reduction in the Participant's long-term cash incentive compensation opportunities, other than reductions generally affecting other employees participating in the applicable long-term incentive compensation programs or arrangements; (4) the failure of the Company or an Affiliate to pay the Participant any compensation or benefits when due under any employment agreement between the Participant and the Company or such Affiliate; (5) relocation of the Participant's principal place of work in excess of fifty (50) miles from the Participant's then principal place of work; or (6) any material breach by the Company or an Affiliate, as applicable, of the terms of any employment agreement between the Participant and the Company or such Affiliate; provided that none of the events described in (1) through (6), above, shall constitute Good Reason unless the Company or its Affiliate, as applicable, fails to cure such event within 10 calendar days after receipt from the Participant of written notice of the event which constitutes Good Reason.

Incentive Award: The right to receive a cash payment to the extent Performance Goals are achieved, including "Annual Incentive Awards" as described in Section 10 and "Long-Term Incentive Awards" as described in Section 11.

Initial Grant: Awards granted on the Emergence Date in accordance with the terms of the Plan.

Option: A non-qualified stock option granted pursuant to Section 6.

Option Price: The purchase price per Share of an Option, as determined pursuant to Section 6(a).

Participant: With respect to the Initial Grant, a key employee of the Company or its Affiliates, who received an Initial Grant. With respect to any Future Grant, a key employee or director of the Company or its Affiliates who is selected by the Committee to participate in the Plan.

Performance Goals: Any goals the Committee establishes that relate to one or more of the following with respect to the Company or any one or more Affiliates or other business units: net income; operating income; income from continuing operations; net sales; cost of sales; revenue; gross income; earnings (including before taxes, and/or interest and/or depreciation and amortization); net earnings per share (including diluted earnings per share); price per share; cash flow; net cash provided by operating activities; net cash provided by operating activities less net cash used in investing activities; net operating profit; pre-tax profit; ratio of debt to debt plus equity; return on stockholder equity; total stockholder return; return on capital; return on assets; return on equity; return on investment; return on revenues; operating working capital; working capital as a percentage of net sales; cost of capital; average accounts receivable; economic value added; performance value added; customer satisfaction; customer loyalty and/or retention; employee safety; employee engagement; market share; system reliability; cost structure reduction; regulatory outcomes; diversity; cost savings; operating goals; operating margin; profit margin; sales performance; and internal revenue growth. As to each Performance Goal, the Committee, in its discretion, may exclude or include the effects of the following: (i) charges for reorganizing and restructuring; (ii) discontinued operations; (iii) asset write-downs; (iv) gains or losses on the disposition of a business or asset; (v) changes in tax or accounting principles, regulations or laws; (vi) currency fluctuations; (vii) mergers, acquisitions or dispositions; (viii) extraordinary, unusual and/or non-recurring items of gain or loss that the Company identifies in its audited financial statements, including notes to the financial statements, or Management's Discussion and Analysis section of the Company's annual report; and (ix) any other excluded item that the Committee designates either at the time an Award is made or at any time thereafter; provided that, to the extent Code Section 162(m) is applicable to an Award, the Committee's exercise of discretion shall be precluded to the extent required by Code Section 162(m). In addition, in the case of Awards that the Committee determines at the date of grant will not be considered "performance-based compensation" under Code Section 162(m), the Committee may establish other Performance Goals not listed in this Plan and may make any adjustments to such Performance Goals as the Committee determines. Where applicable, the Performance Goals may be expressed, without limitation, in terms of attaining a specified level of the particular criterion or the attainment of an increase or decrease (expressed as absolute numbers or a percentage) in the particular criterion or achievement in relation to a peer group or other index. The Performance Goals may include a threshold level of performance below which no payment will be made (or no vesting will occur), levels of performance at which specified payments will be paid (or specified vesting will occur), and a maximum level of performance above which no additional payment will be made (or at which full vesting will occur).

Person: A "person", as such term is used for purposes of Section 13(d) or 14(d) of the Act (or any successor section thereto).

Plan: The Cooper-Standard Holdings Inc. 2011 Omnibus Incentive Plan.

Plan of Reorganization: The second amended Chapter 11 plan of reorganization, of the Company confirmed by the United States Bankruptcy Court for the District of Delaware effective as of May 27, 2011.

Preferred Stock: The shares of preferred stock, par value $0.001 per share, of the Company designated as 7% Cumulative Participating Convertible Preferred Stock in the Company's Certificate of Designations for the 7% Cumulative Participating Convertible Preferred Stock.

Restricted Preferred Stock: The shares of Preferred Stock granted pursuant to the Restricted Preferred Stock Awards.

Restricted Preferred Stock Awards: Awards of Restricted Preferred Stock granted pursuant to Section 8.

Restricted Stock: The shares of Common Stock granted pursuant to the Restricted Stock Awards.

Restricted Stock Awards: Awards of Restricted Stock granted pursuant to Section 8.

Restricted Stock Unit: The right to receive cash and/or Shares of Common Stock the value of which is equal to the Fair Market Value of one Share of Common Stock, granted pursuant to Section 8.

Retirement: Termination of employment with the Company and its Affiliates (without Cause) on or after (1) attainment of age 65 or (2) attainment of age 60 with five (5) years of service. For purposes hereof, "years of service" means the employee's total years of employment with the Company and any Affiliate, including years of employment with an entity that is acquired by the Company prior to such acquisition.

Rule 16b-3: Rule 16b-3 as promulgated by the United States Securities and Exchange Commission under the Act.

Section 16 Participants: Participants who are subject to the provisions of Section 16 of the Act.

Share: A share of Common Stock, Preferred Stock, Restricted Stock or Restricted Preferred Stock, as applicable.

Stock Appreciation Right or SAR: The right of a Participant to receive cash, and/or Shares with a Fair Market Value equal to the appreciation of the Fair Market Value of a Share during a specified period of time, granted pursuant to Section 7.

Warrants: Warrants to purchase shares of Common Stock having the terms as set forth in the Warrant Agreement dated as of May 27, 2010 between the Company and Computershare Inc. and Computershare Trust Company, N.A.

3. Shares Subject to the Plan

The total number of Shares which shall be issued under the Plan as the Initial Grant is as follows: (1) 4% of the Common Stock (or 757,896 shares of Common Stock, plus, subject to realized dilution on the Warrants, an additional 104,075 shares of Common Stock) to be granted as Restricted Stock; (2) 4% of the Preferred Stock (convertible into 178,783 shares of Common Stock) to be granted as Restricted Preferred Stock; and (3) 3% of the Equity (or

702,509 shares of Common Stock, plus, subject to realized dilution on the Warrants, an additional 78,057 shares of Common Stock) to be granted as Options. The total number of Shares which may be issued under the Plan as the Future Grant, to be issued incrementally, is 3% of the Equity (or 702,509 shares of Common Stock, plus, subject to realized dilution on the Warrants, 78,057 shares of Common Stock). The issuance of Shares or the payment of cash upon the exercise of an Award (denominated in or that relates to Shares) or in consideration of the cancellation or termination of an Award (denominated in or that relates to Shares) shall reduce the total number of Shares available under the Plan, as applicable. Shares which are subject to Awards which terminate or lapse without the payment of consideration may be granted again under the Plan.

Subject to adjustment as provided in Section 12, to the extent Code Section 162(m) is applicable, no Participant may be granted Awards that could result in such Participant:

(a) Receiving, during any fiscal year of the Company, Options for, and/or SARs with respect to, more than 400,000 Shares;

(b) Receiving, during any fiscal year of the Company, Awards of Restricted Stock and/or Restricted Stock Units relating to more than 200,000 Shares;

(c) receiving, with respect to Annual Incentive Award(s) granted in respect of any single fiscal year of the Company, a cash payment (or a grant of Shares of Common Stock, Restricted Stock or Restricted Stock Units having a Fair Market Value at the time of grant) of more than $10,000,000;

(d) receiving, with respect to Long-Term Incentive Award(s) granted in respect of any period greater than one year, and which all have performance periods ending in the same fiscal year, a cash payment (or a grant of Shares of Common Stock, Restricted Stock or Restricted Stock Units having a Fair Market Value at the time of grant) of more than $10,000,000.

In all cases, to the extent Code Section 162(m) is applicable, determinations under this Section 3 should be made in a manner that is consistent with the exemption for performance-based compensation that Code Section 162(m) provides.

4. Administration

(a) The Plan shall be administered by the Committee, which may delegate its duties and powers in whole or in part to any subcommittee thereof; provided, however, that, on and after the first day on which a registration statement registering the Common Stock under Section 12 of the Act becomes effective, no such delegation is permitted with respect to Awards made to Section 16 Participants at the time any such delegated authority or responsibility is exercised unless the delegation is to another committee of the Board consisting entirely of two or more “non-employee directors” within the meaning of Rule 16b-3 promulgated under the Exchange Act or does not relate to awards intended to qualify as performance-based compensation under Code Section 162(m). The Committee is authorized to interpret the Plan, to establish, amend and rescind any rules and regulations relating to the Plan, and to make any other determinations that it deems necessary or desirable for the administration of the Plan. The Committee may correct any defect or supply any omission or reconcile any inconsistency in the Plan in the manner and to the extent the Committee deems necessary or desirable. The Committee shall have the full power and authority to establish the terms and conditions of any Award consistent with the provisions of the Plan and to waive any such terms and conditions at any time (including, without limitation, accelerating or waiving any vesting conditions). Notwithstanding the foregoing, no outstanding Award may be amended pursuant to this Section 4 without compliance with Section 16(b).

(b) The Committee shall require payment of any amount it may determine to be necessary to withhold for federal, state, local or other taxes as a result of the exercise, grant or vesting of an Award, and the Company shall have no obligation to deliver Shares under an Award unless and until such amount is so paid. Unless the Committee specifies in an Agreement or otherwise, the Participant may elect to pay a portion or all of the minimum statutory required withholding taxes by (a) delivery in Shares or (b) having Shares withheld by the Company from any Shares that would have otherwise been received by the Participant, in each case having a Fair Market Value equal to such withholding tax amount.

5. Limitations

No Award may be granted under the Plan after the tenth anniversary of the Effective Date, but Awards theretofore granted may extend beyond that date.

6. Terms and Conditions of Options

The Committee may grant Options to any Participant it selects. Options granted under the Plan shall be subject to the following terms and conditions and to such other terms and conditions, not inconsistent therewith, as the Committee shall determine and set forth in an Agreement between the Company and the Participant:

(a) <u>Option Price</u>.

<u>Initial Grant</u>: The Option Price shall be the Fair Market Value of a Share on the Emergence Date.

<u>Future Grants</u>: The Option Price shall be determined by the Committee, but shall not be less than 100% of the Fair Market Value of a Share on the date the applicable Option is granted.

No Option may be amended, and neither the Committee nor the Company may take any other action the effect of which is, to reduce the Option Price other than (i) adjustments made pursuant to Section 12 that do not constitute modifications under Treasury Regulation §1.409A-1(b)(5)(v)(B), or (ii) in connection with a transaction which is considered the grant of a new option for purposes of Code Section 409A, provided that the new Option Price is not less than the Fair Market Value of a Share on the new grant date.

(b) Vesting. Subject to Section 12(b), each Option shall become vested at such times as may be designated by the Committee and set forth in the applicable Agreement.

(c) Exercisability. Options shall be exercisable at such time and upon such terms and conditions as may be determined by the Committee and set forth in the applicable Agreement, but in no event shall an Option be exercisable more than ten years after the date it is granted.

(d) Exercise of Options. Except as otherwise provided in the Plan or in an Agreement, an Option may be exercised for all, or from time to time, any part, of the Shares for which it is then exercisable. For purposes of this Section 6, the exercise date of an Option shall be the later of the date a notice of exercise is received by the Company and, if applicable, the date payment is received by the Company pursuant to clauses (i), (ii), (iii), (iv) or (v) of the following sentence. The Option Price for the Shares as to which an Option is exercised shall be paid to the Company in full at the time of exercise at the election of the Participant (i) in cash or its equivalent (e.g., by check), (ii) to the extent permitted by the Committee, in Shares having a Fair Market Value equal to the aggregate Option Price for the Shares being purchased and satisfying such other requirements as may be imposed by the Committee; provided, that such Shares are not subject to a security interest or pledge, (iii) partly in cash and, to the extent permitted by the Committee, partly in such Shares, (iv) if approved by the Committee and subject to such rules as the Committee prescribes, by having the Company withhold a number of Shares otherwise deliverable upon exercise of the Option having a Fair Market Value equal to the aggregate Option Price for the Shares being purchased, or (v) if there is a public market for the Shares at such time and if the Committee has authorized or established any required plan or program, through the delivery of irrevocable instructions to a broker to sell Shares obtained upon the exercise of the Option and to deliver promptly to the Company an amount out of the proceeds of such Sale equal to the aggregate Option Price for the Shares being purchased. No Participant shall have any rights to dividends or other rights of a shareholder with respect to Shares subject to an Option until the Participant has given written notice of exercise of the Option, paid in full for such Shares and, if applicable, has satisfied any other conditions imposed by the Committee pursuant to the Plan.

(e) Attestation. Wherever in this Plan or any Agreement a Participant is permitted to pay the Option Price of an Option or taxes relating to the exercise of an Option by delivering Shares, the Participant may, subject to procedures satisfactory to the Committee, satisfy such delivery requirement by presenting proof of beneficial ownership of such Shares, in which case the Company shall treat the Option as exercised without further payment and shall withhold such number of Shares from the Shares acquired by the exercise of the Option.

7. Stock Appreciation Rights.

The Committee may grant SARs to any Participant it selects. Subject to the terms of this Plan, the Committee will determine all terms and conditions of each SAR, including but not limited to: (a) whether the SAR is granted independently of an Option or relates to an Option; (b) the grant date, which may not be any day prior to the date that the Committee approves the grant; (c) the number of Shares to which the SAR relates; (d) the grant price, which may never be less than the Fair Market Value of the Shares subject to the SAR as determined on the date of grant; (e) the terms and conditions of exercise or maturity, including vesting; (f) the term, provided that an SAR must terminate no later than ten (10) years after the date of grant; and (g) whether the SAR will be settled in cash, Shares or a combination thereof. If an SAR is granted in relation to an Option, then unless otherwise determined by the Committee, the SAR shall be exercisable or shall mature at the same time or times, on the same conditions and to the extent and in the proportion, that the related Option is exercisable and may be exercised or mature for all or part of the Shares subject to the related Option. Upon exercise of any number of SARs, the number of Shares subject to the related Option shall be reduced accordingly and such Option may not be exercised with respect to that number of Shares. The exercise of any number of Options that relate to an SAR shall likewise result in an equivalent reduction in the number of Shares covered by the related SAR.

No SAR may be amended, and neither the Committee nor the Company may take any other action the effect of which is, to reduce the grant price of an SAR other than (i) adjustments made pursuant to Section 12 that do not constitute modifications under Treasury Regulation §1.409A-1(b)(5)(v)(B), or (ii) in connection with a transaction which is considered the grant of a new SAR for purposes of Code Section 409A, provided that the new grant price is not less than the Fair Market Value of a Share on the new grant date.

8. Restricted Stock Awards, Restricted Preferred Stock Awards and Restricted Stock Units

(a) Grant. As part of the Initial Grant, the Committee shall grant Restricted Stock Awards and Restricted Preferred Stock Awards to any Participant it selects, which shall be evidenced by an Agreement between the Company and the Participant. In addition, subject to the provisions of the Plan, the Committee may determine to whom and when any Future Grants of Restricted Stock Awards, Restricted Preferred Stock Awards and/or Restricted Stock Units will be made, which shall be evidenced by an Agreement between the Company and the Participant. Each Agreement shall contain such restrictions, terms and conditions as the Committee may, in its discretion, determine and (without limiting the generality of the foregoing) such Agreement may require that an appropriate legend be placed on Share certificates. Awards of Restricted Stock, Restricted Preferred Stock and Restricted Stock Units shall be subject to the terms and provisions set forth below in this Section 8.

(b) Rights of Participant. A stock certificate or certificates with respect to the Shares of Restricted Stock or Restricted Preferred Stock shall be issued in the name of the Participant as soon as reasonably practicable after the Award is granted provided that the Participant has executed an Agreement evidencing the Award, the appropriate blank stock powers and, in the discretion of the Committee, an escrow agreement and any other documents which the Committee may require as a condition to the issuance of such Shares; provided that the Committee may determine instead that such Shares shall be evidenced by book-entry registration. If a Restricted Stock Unit is settled in Shares, a stock certificate or certificates with respect to such Shares shall be issued in the name of the Participant as soon as reasonably practicable after, and to the extent of, such settlement. If a Participant shall fail to execute the Agreement evidencing a Restricted Stock Award, Restricted Preferred Stock Award or Restricted Stock Unit, or any documents which the Committee may require within the time period prescribed by the Committee at the time the Award is granted, the Award shall be null and void. At the discretion of the Committee, any certificates issued in connection with a Restricted Stock Award, Preferred Restricted Stock Award or settlement of a Restricted Stock Unit shall be deposited together with the stock powers with an escrow agent (which may be the Company) designated by the Committee. Unless the Committee determines otherwise and as set forth in the applicable Agreement, upon delivery of the certificates to the escrow agent or the book-entry registration, as applicable, the Participant shall have all of the rights of a stockholder with respect to such Shares, including the right to vote the Shares and subject to Section 8(e), to receive all dividends or other distributions paid or made with respect to such Shares.

(c) Non-transferability. Until all restrictions upon the Shares of Restricted Stock or Restricted Preferred Stock or Restricted Stock Units awarded to a Participant shall have lapsed in the manner set forth in Section 8(d), such Shares or such Restricted Stock Unit, as applicable, shall not be sold, transferred or otherwise disposed of and shall not be pledged or otherwise hypothecated.

(d) Lapse of Restrictions. Except as set forth in Section 12(b), restrictions upon Shares of Restricted Stock or Restricted Preferred Stock or upon Restricted Stock Units awarded hereunder shall lapse at such time or times and on such terms and conditions as the Committee may determine. The applicable Agreement shall set forth any such restrictions.

(e) Treatment of Dividends. The payment to the Participant of any dividends or distributions declared or paid on such Shares of Restricted Stock or Restricted Preferred Stock, or on Shares of Common Stock underlying a Restricted Stock Unit, awarded to the Participant shall be deferred until the lapsing of the restrictions imposed upon such Shares or the settlement of such Restricted Stock Unit, as applicable. Any such deferred dividends or distributions may be credited during the deferral period with interest at a rate per annum as the Committee, in its discretion, may determine. Payment of any such deferred dividends or distributions, together with any interest accrued thereon, shall be made upon the lapsing of the restrictions imposed on such Shares or the settlement of such Restricted Stock Units and any such deferred dividends or distributions (together with any interest accrued thereon) shall be forfeited upon the forfeiture of such Shares or such Restricted Stock Units.

9. Other Stock-Based Awards.

Subject to the terms of this Plan, the Committee may grant to Participants other types of Awards, which may be denominated or payable in, valued in whole or in part by reference to, or otherwise based on, Shares, either alone or in addition to or in conjunction with other Awards, and payable in Shares or in cash. Without limitation, such Award may include the issuance of unrestricted Shares, which may be awarded in payment of director fees, in lieu of cash compensation, in exchange for cancellation of a compensation right, as a bonus, or upon the attainment of Performance Goals or otherwise, or rights to acquire Shares from the Company; provided that no more than an aggregate of 35,000 Shares may be issued pursuant to Awards made under this Section 9. The Committee shall determine all terms and conditions of the Award, including but not limited to, the time or times at which such Awards shall be made, and the number of Shares to be granted pursuant to such Awards or to which such Award shall relate; provided that any Award that provides for purchase rights shall be priced at no less than 100% of the Fair Market Value of the underlying Shares on the grant date of the Award.

10. Annual Incentive Awards

Subject to the terms of this Plan, the Committee will determine all terms and conditions of an Annual Incentive Award, including but not limited to the Performance Goals, performance period, the potential amount payable, the type of payment, and the timing of payment, subject to the following: (a) the Committee must require that payment of all or any portion of the amount subject to the Annual Incentive Award is contingent on the achievement or partial achievement of one or more Performance Goals during the period the Committee specifies, although the Committee may specify that all or a portion of the Performance Goals subject to an Award are deemed achieved upon a Participant's death, Disability or a Change of Control or, in the case of Awards that at the date of grant the Committee determines will not be considered performance-based compensation under Code Section 162(m) or to which the Committee determines Code Section 162(m) is inapplicable, retirement (as defined by the Committee) or such other circumstances as the Committee may specify; (b) the performance period must relate to a period of at least one fiscal year of the Company except that, if the Award is made at the time of commencement of employment with the Company or on the occasion of a promotion, then the Award may relate to a period shorter than one fiscal year; and (c) payment will be in cash except to the extent that the Committee determines that payment will be made in the form of a grant of Shares of Common Stock, Restricted Stock or Restricted Stock Units, either on a mandatory basis or at the election of the Participant, having a Fair Market Value at the time of grant equal to the amount payable with respect to the Annual Incentive Award; provided, that any such determination by the Committee or election by the Participant must be made in accordance with the requirements of Code Section 409A.

11. Long-Term Incentive Awards

Subject to the terms of this Plan, the Committee will determine all terms and conditions of a Long-Term Incentive Award, including but not limited to the Performance Goals, performance period, the potential amount payable, the type of payment, and the timing of payment, subject to the following: (a) the Committee must require that payment of all or any portion of the amount subject to the Long-Term Incentive Award is contingent on the achievement or partial achievement of one or more Performance Goals during the period the

Committee specifies, although the Committee may specify that all or a portion of the Performance Goals subject to an Award are deemed achieved upon a Participant's death, Disability or a Change of Control or, in the case of Awards that at the date of grant the Committee determines will not be considered performance-based compensation under Code Section 162(m) or to which the Committee determines Code Section 162(m) is inapplicable, retirement (as defined by the Committee) or such other circumstances as the Committee may specify; (b) the performance period must relate to a period of more than one fiscal year of the Company except that, if the Award is made at the time of commencement of employment with the Company or on the occasion of a promotion, then the Award may relate to a shorter period; and (c) payment will be in cash except to the extent that the Committee determines that payment will be made in the form of a grant of Shares of Common Stock, Restricted Stock or Restricted Stock Units, either on a mandatory basis or at the election of the Participant, having a Fair Market Value at the time of grant equal to the amount payable with respect to the Long-Term Incentive Award; provided, that any such determination by the Committee or election by the Participant must be made in accordance with the requirements of Code Section 409A.

12. Adjustments Upon Certain Events

Notwithstanding any other provisions in the Plan to the contrary, the following provisions shall apply to all Equity Awards granted under the Plan:

(a) Generally. In the event of any change in the outstanding Shares after the Effective Date by reason of any Share dividend or split, reorganization, recapitalization, merger, consolidation, spin-off, combination, combination or transaction or exchange of Shares or other corporate exchange, or any distribution to shareholders of Shares other than regular cash dividends, or any other transaction which in the judgment of the Board necessitates an adjustment to prevent dilution or enlargement of the benefits or potential benefits intended to be made under the Plan, the Committee shall make such substitution or adjustment, in such manner as it deems equitable, as to (i) the number or kind of Shares or other securities issued or reserved for issuance pursuant to the Plan or pursuant to outstanding Awards, (ii) the Option Price or grant price and/or (iii) any other affected terms of such Awards.

Unless the Committee determines otherwise, any such adjustment to an Award that is exempt from Code Section 409A shall be made in a manner that permits the Award to continue to be so exempt, and any adjustment to an Award that is subject to Code Section 409A shall be made in a manner that complies with the provisions thereof. Further, the number of Shares subject to any Award payable or denominated in Shares must always be a whole number. Notwithstanding the foregoing, in the case of a stock dividend (other than a stock dividend declared in lieu of an ordinary cash dividend) or subdivision or combination of the Shares (including a reverse stock split), if no action is taken by the Board or Committee, adjustments contemplated by this subsection that are proportionate shall nevertheless automatically be made as of the date of such stock dividend or subdivision or combination of the Shares.

(b) Change of Control.

(i) Initial Grant Awards. In the event of a Change of Control after the Effective Date, 50% of the then unvested portion of all outstanding Initial Grant Awards shall vest (and any restrictions thereon shall lapse). The remaining outstanding Initial Grant Awards shall vest (and any restrictions thereon shall lapse) in accordance with their terms; provided however, that upon a termination of a Participant's Employment by the Company and its Affiliates without Cause or by the Participant for Good Reason within two years after such Change of Control, the remaining outstanding Initial Grant Awards shall vest (and any restrictions thereon shall lapse) with respect to the remaining outstanding Shares of such Initial Grant Awards. Notwithstanding the foregoing, the Committee may place additional restrictions upon certain Initial Grant Awards in the applicable Agreement.

(ii) Future Grant Awards. For all outstanding Future Grant Awards, any acceleration in connection with a Change of Control shall be determined by the Committee and set forth in each Agreement.

(iii) Awards Generally. If and to the extent determined by the Committee in the applicable Agreement or otherwise, any outstanding Awards then held by Participants which are unexercisable or otherwise unvested or subject to lapse restrictions may be deemed exercisable or otherwise vested or no longer subject to lapse restrictions, as the case may be, as of immediately prior to a Change of Control and the Committee may, but shall not be obligated to, with respect to some or all of the outstanding Awards (A) cancel such Awards for fair value (as determined in the sole discretion of the Committee) which, in the case of Options, may equal the excess, if any, of the value of the consideration to be paid in the Change of Control transaction to holders of the same number of Shares subject to such Options (or, if no consideration is paid in any such transaction, the Fair Market Value of the Shares subject to such Options) over the aggregate exercise price of such Options or (B) provide for the issuance of substitute Awards that will substantially preserve the otherwise applicable terms of any affected Awards previously granted hereunder as determined by the Committee in its sole discretion or (C) provide that for a period of at least 15 days prior to the Change of Control, any such Options shall be exercisable as to all shares subject thereto and that upon the occurrence of the Change of Control, such Options shall terminate and be of no further force and effect.

13. No Right to Employment or Awards

The granting of an Award under the Plan shall impose no obligation on the Company or any Affiliate to continue the Employment of a Participant and shall not lessen or affect the Company's or Affiliate's right to terminate the Employment of such Participant. No Participant or other Person shall have any claim to be granted any Award, and there is no obligation for uniformity of treatment of Participants, or holders or beneficiaries of Awards. The terms and conditions of Awards and the Committee's determinations and interpretations with respect thereto need not be the same with respect to each Participant (whether or not such Participants are similarly situated).

14. Successors and Assigns

The Plan shall be binding on all successors and assigns of the Company and a Participant, including without limitation, the estate of such Participant and the executor, administrator, beneficiary or trustee of such estate, or any receiver or trustee in bankruptcy or representative of the Participant's creditors.

15. Nontransferability of Awards

Unless otherwise determined by the Committee, an Award shall not be transferable or assignable by the Participant otherwise than by will or by the laws of descent and distribution. An Award exercisable after the death of a Participant may be exercised by the legatees, personal representatives or distributees of the Participant in accordance with the terms of such Award.

16. Amendments and Termination

(a) Authority to Amend or Terminate. The Board may amend, alter or discontinue the Plan, but no amendment, alteration or discontinuation shall be made, (i) without the approval of the shareholders of the Company, if such action would (except as is provided in Section 12 of the Plan), increase the total number of Shares reserved for the purposes of the Plan or (ii) without the consent of a Participant, if such action would diminish any of the rights of the Participant under any Award theretofore granted to such Participant under the Plan; provided, however, that the Board may amend the Plan in such manner as it deems necessary to permit the granting of Awards meeting the requirements of the Code or other applicable laws. Notwithstanding the foregoing, the Board may not amend the provisions of Sections 6 and 7 that restrict the repricing of Options and SARs.

(b) Survival of Authority and Awards. To the extent provided in the Plan, the authority of (i) the Committee to amend, alter, adjust, suspend, discontinue or terminate any Award, waive any conditions or restrictions with respect to any Award, and otherwise administer the Plan and any Award and (ii) the Board or Committee to amend the Plan, shall extend beyond the date of the Plan's termination. Termination of the Plan shall not affect the rights of Participants with respect to Awards previously granted to them, and all unexpired Awards shall continue in force and effect after termination of the Plan except as they may lapse or be terminated by their own terms and conditions.

17. International Participants

With respect to Participants who reside or work outside the United States of America, the Committee may, in its sole discretion, amend the terms of the Plan or Awards (including granting restricted stock units payable in cash or stock, in lieu of restricted stock) with respect to such Participants in order to conform such terms to the requirements of local law or to address local tax, securities or legal concerns.

18. Choice of Law; Severability

The Plan shall be governed by and construed in accordance with the laws of the State of Delaware without regard to conflicts of laws.

If any provision of the Plan or any Agreement or any Award (a) is or becomes or is deemed to be invalid, illegal or unenforceable in any jurisdiction, or as to any Person or Award, or (b) would disqualify the Plan, any Agreement or any Award under any law deemed applicable by the Committee, then such provision shall be construed or deemed amended to conform to applicable laws, or if it cannot be so construed or deemed amended without, in the determination of the Committee, materially altering the intent of the Plan, such Agreement or such Award, such provision shall be stricken as to such jurisdiction, Person or Award, and the remainder of the Plan, such Agreement and such Award shall remain in full force and effect.

19. No Guarantee of Tax Treatment

Notwithstanding any provisions of the Plan, the Company does not guarantee to any Participant or any other Person with an interest in an Award that (a) any Award intended to be exempt from Code Section 409A shall be so exempt, (b) any Award intended to comply with Code Section 409A shall so comply, (c) any Award shall otherwise receive a specific tax treatment under any other applicable tax law. However, in the event it shall be determined that any Initial Grant is subject to the 20% tax imposed by Code Section 409A, the Company shall, within thirty days of the imposition of such tax, fully reimburse the Participant for the additional tax of 20%, interest and penalties imposed in connection therewith, levied on the Participant with respect to such Award under Code Section 409A (the "Gross Up Payment") as well as for any other tax, including income and withholding taxes, levied on the Participant with respect to the Gross Up Payment.

20. General Restrictions

Notwithstanding any other provision of the Plan, the granting of Awards under the Plan and the issuance of Shares in connection with such Awards, shall be subject to all applicable laws, rules and regulations, and to such approvals by any governmental agencies or national securities exchanges as may be required, and the Company shall have no liability to deliver any Shares under the Plan or make any payment unless such delivery or payment would comply with all applicable laws and the applicable requirements of any securities exchange or similar entity.

21. Committee

No member of the Committee shall be liable for any action, failure to act, determination or interpretation made in good faith with respect to the Plan or any transaction hereunder. The Company hereby agrees to indemnify each member of the Committee, and each officer or member of any other committee to whom a delegation under Section 4 has been made, for all costs and expenses and, to the extent permitted by applicable law, any liability incurred in connection with defending against, responding to, negotiating for the settlement of or otherwise dealing with any claim, cause of action or dispute of any kind arising in connection with any actions in administering the Plan or in authorizing or denying authorization to any transaction hereunder.

22. Effectiveness of the Plan

The Plan shall be effective as of the Effective Date.

100% Vested

COOPER-STANDARD HOLDINGS INC. 2011 OMNIBUS INCENTIVE PLAN

STOCK AWARD AGREEMENT

THIS AGREEMENT (this "Agreement"), is made effective as of the __ day of _____, 20__, (the "Date of Grant") between Cooper-Standard Holdings Inc., a Delaware corporation (the "Company"), and the individual whose name is set forth on the signature page hereof (the "Participant"):

R E C I T A L S:

WHEREAS, the Company has adopted the Cooper-Standard Holdings Inc. 2011 Omnibus Incentive Plan (the "Plan"), which Plan is incorporated herein by reference and made a part of this Agreement. Capitalized terms not otherwise defined herein shall have the same meanings as in the Plan; and

WHEREAS, the Committee has determined that it would be in the best interests of the Company and its shareholders to grant the Shares provided for herein to the Participant pursuant to the Plan and the terms set forth herein.

NOW THEREFORE, in consideration of the mutual covenants hereinafter set forth, the parties agree as follows:

1. Grant. The Company hereby grants to the Participant __ Shares of Common Stock on the terms and conditions set forth in this Agreement. The Participant's rights in such Shares are immediately vested on the Date of Grant.

2. Delivery of Shares. A stock certificate or certificates with respect to the Shares shall be delivered to the Participant as soon as practicable following the date hereof. However, the Company shall not be liable to the Participant for damages relating to any delays in issuing any such certificates to the Participant, any loss of any such certificates, or any mistakes or errors in the issuance of such certificates or in such certificates themselves; provided that the Company shall correct any such errors caused by it. Any such certificate or certificates shall be subject to such stop transfer orders and other restrictions as the Committee may deem advisable under the Plan or the rules, regulations, and other requirements of the Securities and Exchange Commission, any stock exchange upon which such Shares are listed, and any applicable Federal or state laws, and the Committee may cause a legend or legends to be put on any such certificates to make appropriate reference to such restrictions.

3. No Right to Continued Employment. The granting of the Shares evidenced hereby and this Agreement shall impose no obligation on the Company or any of its Affiliates to continue the Employment of the Participant and shall not lessen or affect the Company's or its Affiliate's right to terminate the Employment of the Participant.

4. Withholding. The Participant may be required to pay to the Company or any Affiliate, and the Company and its Affiliates shall have the right and are hereby authorized to withhold, any applicable withholding taxes in respect of the transfer of the Shares to the Participant and

to take such other action as may be necessary in the opinion of the Committee to satisfy all obligations for the payment of such withholding taxes.

5. Securities Laws. Upon the acquisition of any Shares pursuant to this Agreement, the Participant will make or enter into such written representations, warranties and agreements as the Committee may reasonably request in order to comply with applicable securities laws or with this Agreement, including a stockholders agreement.

6. Market Stand-Off. In connection with any underwritten public offering by the Company of its equity securities pursuant to an effective registration statement filed under the Securities Act of 1933, as amended, the Participants agrees that he or she shall not directly or indirectly sell, make any short sale of, loan, hypothecate, pledge, offer, grant or sell any option or other contract for the purchase of, purchase any option or other contract for the sale of, or otherwise dispose of or transfer or agree to engage in any of the foregoing transactions with respect to, the Shares acquired hereunder without the prior written consent of the Company and the Company's underwriters. Such restriction shall be in effect for such period of time following the date of the final prospectus for the offering as may be requested by the Company or such underwriters. In no event, however, shall such period exceed one hundred eighty (180) days.

7. Notices. Any notice necessary under this Agreement shall be addressed to the Company in care of its Secretary at the principal executive office of the Company and to the Participant at the address appearing in the personnel records of the Company for the Participant or to either party at such other address as either party may hereafter designate in writing to the other. Any such notice shall be deemed effective upon receipt thereof by the addressee.

8. Choice of Law. THIS AGREEMENT SHALL BE GOVERNED BY AND CONSTRUED IN ACCORDANCE WITH THE LAWS OF THE STATE OF DELAWARE WITHOUT REGARD TO CONFLICTS OF LAWS.

9. Restricted Shares Subject to Plan. By entering into this Agreement, the Participant agrees and acknowledges that the Participant has received and read a copy of the Plan. The Shares are subject to the Plan. The terms and provisions of the Plan as they may be amended from time to time are hereby incorporated herein by reference. In the event of a conflict between any term or provision contained herein and a term or provision of the Plan, the applicable terms and provisions of the Plan will govern and prevail.

10. Signature in Counterparts. This Agreement may be signed in counterparts, each of which shall be an original, with the same effect as if the signatures thereto and hereto were upon the same instrument.

IN WITNESS WHEREOF, the parties hereto have executed this Agreement.

COOPER-STANDARD HOLDINGS INC.

By: ______________________

Agreed and acknowledged as of the date first above written:

____
Participant______________

COOPER-STANDARD HOLDINGS INC. 2011 OMNIBUS INCENTIVE PLAN

NONQUALIFIED STOCK OPTION AGREEMENT

THIS AGREEMENT (this “Agreement”), is made effective as of the day of , 20__ (the “Date of Grant”), between Cooper-Standard Holdings Inc., a Delaware corporation (the “Company”), and the individual whose name is set forth on the signature page hereof (the “Participant”):

R E C I T A L S:

WHEREAS, the Company has adopted the Cooper-Standard Holdings Inc. 2011 Omnibus Incentive Plan (the “Plan”), which Plan is incorporated herein by reference and made a part of this Agreement. Capitalized terms not otherwise defined herein shall have the same meanings as in the Plan; and

WHEREAS, the Committee has determined that it would be in the best interests of the Company and its shareholders to grant the Options provided for herein to the Participant pursuant to the Plan and the terms set forth herein.

NOW THEREFORE, in consideration of the mutual covenants hereinafter set forth, the parties agree as follows:

1. Grant of the Options. The Company hereby grants to the Participant the right and option to purchase, on the terms and conditions hereinafter set forth and subject to adjustment as set forth in the Plan, Options to purchase any part or all of an aggregate of ___________ Shares. The purchase price of the Shares subject to the Options shall be US $__.00 per Share (the “Option Price”). The Options are intended to be non-qualified stock options, and are not intended to be treated as options that comply with Section 422 of the Code.

2. Vesting.

(a) Vesting While Employed.

(i) Subject to the Participant’s continued Employment with the Company or its Affiliate, the Option shall vest with respect to all of the Shares covered by the Option on the third anniversary of the Date of Grant.

(ii) Notwithstanding the foregoing, in the event of a Change of Control while the Participant remains in Employment with the Company or its Affiliate, 50% of the then unvested portion of the Option shall, to the extent outstanding, immediately become fully vested and exercisable, and the remaining 50% of such portion shall vest in accordance with Section 2(a)(i); provided, however, that upon termination of the Participant’s Employment by the Company and its Affiliates without Cause or by the Participant for Good Reason, in each case within two years after a Change of Control, the remaining unvested portion of the Option shall, to the extent outstanding, immediately become fully vested and exercisable.

(b) Termination of Employment. Subject to the provisos in Sections 2(a)(ii), if the Participant's Employment with the Company and its Affiliates terminates for any reason, the Options shall, to the extent not then vested, be canceled by the Company without consideration, and the vested portion of the Options shall remain exercisable for the period set forth in Section 3(a); provided that upon termination of the Participant's Employment by the Company and its Affiliates without Cause, by the Participant for Good Reason, or due to the Participant's death, Disability or Retirement, the Participant shall be deemed vested as of the date of such termination in any Shares subject to the Options that would have otherwise vested in the calendar year in which such termination occurs.

3. Exercise of Option.

(a) Period of Exercise. Subject to the provisions of the Plan and this Agreement, the Participant may exercise all or any part of the vested portion of the Option at any time prior to the earliest to occur of:

(i) the tenth anniversary of the Date of Grant;

(ii) the first anniversary of the date of the Participant's termination of Employment due to death, Disability, Retirement, by the Company and its Affiliates without Cause, by the Participant for Good Reason, or in connection with a Change of Control; and

(iii) 90 days following the date of the Participant's termination of Employment by the Company and its Affiliates for Cause or by the Participant without Good Reason.

(b) Method of Exercise.

(i) Subject to Section 3(a), the vested portion of an Option may be exercised by delivering to the Company at its principal office written notice of intent to so exercise; provided that such portion may be exercised with respect to whole Shares only. Such notice shall specify the number of Shares for which such portion is being exercised and shall be accompanied by payment in full of the Option Price. The payment of the Option Price may be made at the election of the Participant (i) in cash or its equivalent (e.g., by check), (ii) to the extent permitted by the Committee, in Shares having a Fair Market Value equal to the aggregate Option Price for the Shares being purchased and satisfying such other requirements as may be imposed by the Committee; provided that such Shares have been held by the Participant for no less than six months (or such other period, if any, as established from time to time by the Committee in order to avoid adverse accounting treatment applying generally accepted accounting principles), (iii) partly in cash and, to the extent permitted by the Committee, partly in such Shares or (iv) if there is a public market for the Shares at such time and if the Committee has authorized or established any required plan or program, through the delivery of irrevocable instructions to a broker to sell Shares obtained upon the exercise of an Option and to deliver promptly to the Company an amount out of the proceeds of such sale equal to the aggregate Option Price for the Shares being purchased. The Participant shall not have any rights to dividends or other rights of a stockholder with respect to Shares subject to an Option until the Participant has given written notice of exercise of the Option, paid in full for such Shares and, if applicable, has satisfied any other conditions imposed by the Committee pursuant to the Plan.

(ii) Notwithstanding any other provision of the Plan or this Agreement to the contrary, the Options may not be exercised prior to the completion of any registration or qualification of the Options or the Shares under applicable state and federal securities or other laws, or under any ruling or regulation of any governmental body or national securities exchange that the Committee shall in its sole discretion determine to be necessary or advisable.

(iii) Upon the Company's determination that an Option has been validly exercised as to any of the Shares, the Company shall issue a certificate or certificates in the Participant's name for such Shares; provided that the Committee may determine instead that such Shares shall be evidenced by book-entry registration. However, the Company shall not be liable to the Participant for damages relating to any delays in issuing any such certificates to the Participant, any loss of any such certificates, or any mistakes or errors in the issuance of any such certificates or in any such certificates themselves; provided that the Company shall correct any such errors caused by it.

(iv) In the event of the Participant's death, the vested portion of the Options shall remain exercisable by the Participant's executor or administrator, or the Person or Persons to whom the Participant's rights under this Agreement shall pass by will or by the laws of descent and distribution as the case may be, to the extent set forth in Section 3(a). Any heir or legatee of the Participant shall take rights herein granted subject to the terms and conditions hereof.

4. No Right to Continued Employment. The granting of the Options evidenced hereby and this Agreement shall impose no obligation on the Company or any of its Affiliates to continue the Employment of the Participant and shall not lessen or affect the Company's or its Affiliate's right to terminate the Employment of the Participant.

5. Legend on Certificates. The certificates representing the Shares purchased by exercise of the Options, if applicable, shall be subject to such stop transfer orders and other restrictions as the Committee may deem advisable under the Plan or the rules, regulations, and other requirements of the Securities and Exchange Commission, any stock exchange upon which such Shares are listed, and any applicable Federal or state laws, and the Committee may cause a legend or legends to be put on any such certificates to make appropriate reference to such restrictions, including reference to the fact that all Shares acquired hereunder shall be subject to the terms of a stockholders agreement, if any.

6. Transferability. The Options may not be assigned, alienated, pledged, attached, sold or otherwise transferred or encumbered by the Participant otherwise than by will or by the laws of descent and distribution, and any such purported assignment, alienation, pledge, attachment, sale, transfer or encumbrance shall be void and unenforceable against the

Company or any Affiliate; provided that the designation of a beneficiary shall not constitute an assignment, alienation, pledge, attachment, sale, transfer or encumbrance. No such permitted transfer of an Option to heirs or legatees of the Participant shall be effective to bind the Company unless the Committee shall have been furnished with written notice thereof and a copy of such evidence as the Committee may deem necessary to establish the validity of the transfer and the acceptance by the transferee or transferees of the terms and conditions hereof. During the Participant's lifetime, the Options are exercisable only by the Participant.

7. Withholding. The Participant may be required to pay to the Company or any Affiliate, and the Company and its Affiliates shall have the right and are hereby authorized to withhold, any applicable withholding taxes in respect of the Options, their exercise or any payment or transfer under or with respect to the Options and to take such other action as may be necessary in the opinion of the Committee to satisfy all obligations for the payment of such withholding taxes.

8. Securities Laws. Upon the acquisition of any Shares pursuant to the exercise of the Options, the Participant will make or enter into such written representations, warranties and agreements as the Committee may reasonably request in order to comply with applicable securities laws or with this Agreement.

9. Notices. Any notice necessary under this Agreement shall be addressed to the Company in care of its Secretary at the principal executive office of the Company and to the Participant at the address appearing in the personnel records of the Company for the Participant or to either party at such other address as either party may hereafter designate in writing to the other. Any such notice shall be deemed effective upon receipt thereof by the addressee.

10. Choice of Law. **THIS AGREEMENT SHALL BE GOVERNED BY AND CONSTRUED IN ACCORDANCE WITH THE LAWS OF THE STATE OF DELAWARE WITHOUT REGARD TO CONFLICTS OF LAWS.**

11. Options Subject to Plan. By entering into this Agreement, the Participant agrees and acknowledges that the Participant has received and read a copy of the Plan, the Commitment Agreement and the Plan of Reorganization. The Options are subject to the Plan. The terms and provisions of the Plan as they may be amended from time to time are hereby incorporated herein by reference. In the event of a conflict between any term or provision contained herein and a term or provision of the Plan, the applicable terms and provisions of the Plan will govern and prevail.

12. Signature in Counterparts. This Agreement may be signed in counterparts, each of which shall be an original, with the same effect as if the signatures thereto and hereto were upon the same instrument.

IN WITNESS WHEREOF, the parties hereto have executed this Agreement.

COOPER-STANDARD HOLDINGS INC.

By: ______________________________

Agreed and acknowledged as of the date first above written:

____

Participant:

Exhibit 10.25

COOPER-STANDARD HOLDINGS INC. 2011 OMNIBUS INCENTIVE PLAN

RESTRICTED STOCK UNIT AWARD AGREEMENT

THIS AGREEMENT (this “Agreement”), is made effective as of the __ day of ______, 20__ (the “Date of Grant”), between Cooper-Standard Holdings Inc., a Delaware corporation (the “Company”), and the individual whose name is set forth on the signature page hereof (the “Participant”):

R E C I T A L S:

WHEREAS, the Company has adopted the Cooper-Standard Holdings Inc. 2011 Omnibus Incentive Plan (the “Plan”), which Plan is incorporated herein by reference and made a part of this Agreement. Capitalized terms not otherwise defined herein shall have the same meanings as in the Plan; and

WHEREAS, the Committee has determined that it would be in the best interests of the Company and its shareholders to grant the Restricted Stock Units provided for herein to the Participant pursuant to the Plan and the terms set forth herein.

NOW THEREFORE, in consideration of the mutual covenants hereinafter set forth, the parties agree as follows:

1. Grant. The Company hereby grants to the Participant ______ Restricted Stock Units on the terms and conditions set forth in this Agreement. The Participant’s rights with respect to the Restricted Stock Units will remain forfeitable at all times prior to the Lapse Date described in Section 3.

2. Restrictions on Transfer. The Participant will not be entitled to sell, transfer, or otherwise dispose of or pledge or otherwise hypothecate or assign the Restricted Stock Units. Prior to the date on which the Restricted Stock Units are settled as provided in Section 4 (the “Settlement Date”), the Participant will not be entitled to sell, transfer, or otherwise dispose of or pledge or otherwise hypothecate or assign the Shares underlying the Restricted Stock Units (collectively, the “Transfer Restrictions”); provided, however, that in no event will the Participant, after the Settlement Date, be entitled to transfer, sell, pledge, hypothecate or assign the Shares issued in respect of the Restricted Stock Units except as provided for in a stockholders agreement, if any.

3. Vesting; Termination of Employment.

(a) Vesting. One hundred percent (100%) of the Restricted Stock Units shall vest and no longer be subject to forfeiture on the third anniversary of the Date of Grant (the “Lapse Date”), subject to the Participant’s continued Employment with the Company or its Affiliate until such date.

(b) Termination of Employment. If the Participant’s Employment with the Company and its Affiliates terminates for any reason, the Restricted Stock Units shall, to the extent that the Lapse Date has not occurred, be canceled by the Company without consideration; provided that upon termination of the Participant’s Employment by the Company and its Affiliates without Cause, by the Participant for Good Reason, or due to the Participant's death, Disability or Retirement, then a number of Restricted Stock Units equal to (x) the total number of Restricted Stock Units multiplied by (y) a fraction, the numerator of which is the number of the Participant's days of employment during from the Date of Grant through the date of termination and the denominator of which is 1,095, shall vest and no longer be subject to forfeiture as of the date of such termination, and any remaining Restricted Stock Units shall be canceled by the Company without consideration. For purposes hereof, the Restricted Stock Units that vest upon a Participant's termination of employment shall be paid only upon the Participant's separation from service within the meaning of Code Section 409A.

4. Settlement.

(a) General. Except as otherwise provided in Section 4(b), as soon as practicable after the Restricted Stock Units vest (but no later than two-and-one-half months from the end of the fiscal year in which vesting occurs), the Company will settle such vested Restricted Stock Units by electing either to (a) issue in the Participant's name a stock certificate or certificates or make an appropriate book entry for a number of Shares equal to the number of Restricted Stock Units that have vested or (b) deliver an amount of cash equal to the Fair Market Value, determined as of the vesting date, of a number of Shares equal to the number of Restricted Stock Units that have vested. The Transfer Restrictions applicable to the Shares issued in respect of the Restricted Stock Units shall lapse upon such issuance.

(b) Six-Month Delay for Specified Employees. Notwithstanding any other provision in the Plan or this Agreement to the contrary, if (i) the Restricted Stock Units become vested as a result of a termination of the Participant's Employment by the Company and its Affiliates for other than death, and (ii) the Participant is a "specified employee" within the meaning of Code Section 409A as of the date of such separation from service, then settlement of such vested Restricted Stock Units shall occur on the date that is six months after the date of the Participant's separation from service.

(c) Stock Certificate Restrictions. The Company shall not be liable to the Participant for damages relating to any delays in issuing any stock certificates hereunder to the Participant, any loss of any such certificates, or any mistakes or errors in the issuance of such certificates or in such certificates themselves; provided that the Company shall correct any such errors caused by it. Any such certificate or certificates shall be subject to such stop transfer orders and other restrictions as the Committee may deem advisable under the Plan or the rules, regulations, and other requirements of the Securities and Exchange Commission, any stock exchange upon which such Shares are listed, and any applicable Federal or state laws, and the Committee may cause a legend or legends to be put on any such certificates to make appropriate reference to such restrictions.

5. Dividends and Voting Rights. Subject to Section 11, the Participant shall not have voting rights with respect to the Shares underlying the Restricted Stock Units unless and

until such Shares are reflected as issued and outstanding shares on the Company's stock ledger. The Participant shall receive a cash payment equivalent to any dividends or other distributions paid with respect to the shares of Common Stock underlying the Restricted Stock Units, so long as the applicable record date occurs on or after the Date of Grant and before such Restricted Stock Units are forfeited. If, however, any dividends or distributions with respect to the Shares underlying the Restricted Stock Units are paid in Shares rather than cash, then the Participant shall be credited with additional restricted stock units equal to the number of Shares that the Participant would have received had the Restricted Stock Units been actual Shares, and such restricted stock units shall be deemed Restricted Stock Units subject to the same risk of forfeiture and other terms of this Agreement and the Plan as apply to the other Restricted Stock Units granted under this Award. Any amounts due to the Participant under this provision shall be paid to the Participant or distributed, as applicable, at the same time as payment is made in respect of the Restricted Stock Units granted under this Agreement.

6. No Right to Continued Employment. The granting of the Restricted Stock Units evidenced hereby and this Agreement shall impose no obligation on the Company or any of its Affiliates to continue the Employment of the Participant and shall not lessen or affect the Company's or its Affiliate's right to terminate the Employment of the Participant.

7. Withholding. The Participant may be required to pay to the Company or any Affiliate, and the Company and its Affiliates shall have the right and are hereby authorized to withhold, any applicable withholding taxes in respect of the Restricted Stock Units or any transfer under or with respect to the Restricted Stock Units and to take such other action as may be necessary in the opinion of the Committee to satisfy all obligations for the payment of such withholding taxes.

8. Securities Laws. Upon the acquisition of any Shares pursuant to the Restricted Stock Units, the Participant will make or enter into such written representations, warranties and agreements as the Committee may reasonably request in order to comply with applicable securities laws or with this Agreement.

9. Notices. Any notice necessary under this Agreement shall be addressed to the Company in care of its Secretary at the principal executive office of the Company and to the Participant at the address appearing in the personnel records of the Company for the Participant or to either party at such other address as either party may hereafter designate in writing to the other. Any such notice shall be deemed effective upon receipt thereof by the addressee.

10. Choice of Law. **THIS AGREEMENT SHALL BE GOVERNED BY AND CONSTRUED IN ACCORDANCE WITH THE LAWS OF THE STATE OF DELAWARE WITHOUT REGARD TO CONFLICTS OF LAWS.**

11. Restricted Stock Units Subject to Plan. By entering into this Agreement, the Participant agrees and acknowledges that the Participant has received and read a copy of the Plan. The Restricted Stock Units are subject to the Plan. The terms and provisions of the Plan as they may be amended from time to time are hereby incorporated herein by reference. In the event of a conflict between any term or provision contained herein and a term or provision of the Plan, the applicable terms and provisions of the Plan will govern and prevail.

12. Signature in Counterparts. This Agreement may be signed in counterparts, each of which shall be an original, with the same effect as if the signatures thereto and hereto were upon the same instrument.

IN WITNESS WHEREOF, the parties hereto have executed this Agreement.

COOPER-STANDARD HOLDINGS INC.

By: ______________________________

Agreed and acknowledged as of the date first above written:

____

Participant: ________

Restricted Stock Units: ________

Exhibit 12.1

Computation of Ratio of Earnings to Fixed Charges
(In millions, except ratio of earnings to fixed charges)

	Predecessor					Successor
	Year Ended December 31,				Five Months Ended May 31,	Seven Months Ended December 31,
	2006	2007	2008	2009	2010	2010
Income before income taxes	$(14.8)	$(117.5)	$ (93.3)	$(411.9)	$ 676.5	$ 46.2
Less:						
Income from equity method investment	(0.2)	(2.2)	(0.9)	(4.0)	(3.6)	(3.4)
Earnings (loss) from continuing operations before income taxes and income or loss from equity investments	(15.0)	(119.7)	(94.2)	(415.9)	672.9	42.8
Plus:						
Fixed charges	92.9	104.8	108.2	73.6	48.3	29.8
Earnings available for fixed charges	$ 77.9	$ (14.9)	$ 14.0	$(342.3)	$ 721.2	$ 72.6
Fixed charges:						
Interest expense	$ 87.1	$ 97.4	$100.5	$ 66.5	$ 45.2	$ 25.9
Estimated interest factor for rentals	5.8	7.4	7.7	7.1	3.1	3.9
Fixed charges	$ 92.9	$ 104.8	$108.2	$ 73.6	$ 48.3	$ 29.8
Ratio of earnings to fixed charges	—	—	—	—	14.9	2.4
Fixed charges in excess of earnings(1)	$ 15.0	$ 119.7	$ 94.2	$ 415.9	$ —	$ —

(1) Earnings were insufficient to cover fixed charges by $15.0 million, $119.7 million, $94.2 million and $415.9 million for the years ended December 31, 2006, 2007, 2008 and 2009, respectively.

Exhibit 21.1

Subsidiaries of Cooper-Standard Holdings Inc.[(1)]

Subsidiary Name	Jurisdiction of Organization
Cooper-Standard Automotive (Australia) Pty. Ltd.	Australia
Cooper-Standard Automotive FHS (Australia) Pty. Ltd.	Australia
CSA (Barbados) Investment Co. Ltd.	Barbados
Metzeler Automotive Profile Systems Benelux NV	Belgium
Cooper-Standard Automotive Brasil Fluid Systems Ltda.	Brazil
Cooper-Standard Automotive Brasil Sealing Ltda.	Brazil
Itatiaia Standard Industrial Ltda.	Brazil
Cooper-Standard Automotive Canada Limited	Canada
Cooper Saiyang Wuhu Automotive Co., Ltd. (94.3%)	China
Cooper-Standard Automotive (Kunshan) Co., Ltd.	China
Cooper-Standard Automotive (Suzhou) Co., Ltd.	China
Cooper-Standard Chongqing Automotive Co., Ltd.	China
Cooper-Standard Jingda (Jingzhou) Automotive Co., Ltd. (36%)	China
Cooper-Standard Jingda Changchun Automotive Co., Ltd. (80%)	China
Huayu-Cooper Standard Sealing Systems Co. Ltd. (47.5%)	China
Cooper-Standard Automotive Ceska Republika s.r.o.	Czech Republic
Cooper-Standard Automotive FHS Ceska republika s.r.o.	Czech Republic
Cooper-Standard Automotive FHS Inc.	Delaware
Cooper-Standard Automotive Fluid Systems Mexico Holding LLC	Delaware
Cooper-Standard Holdings Inc.	Delaware
CS Automotive LLC	Delaware
NISCO Holding Company	Delaware
Nishikawa Cooper LLC (40%)	Delaware
StanTech, Inc.	Delaware
Sterling Investments Company	Delaware
Cooper-Standard Automotive France S.A.S.	France
Cooper-Standard Automotive (Deutschland) GmbH	Germany
CSA Beteiligungen (Deutschland) GmbH	Germany
CSA Germany GmbH & Co. KG	Germany
CSA Germany Verwaltungs GmbH	Germany
CSA Holding (Deutschland) GmbH	Germany
Diorama Grundstücksverwatungsgesellschaft mbH & Co. Vermietungs KG (50%)	Germany
Metzeler Automotive Profile Systems GmbH	Germany
Metzeler Kautschuk Unterstuetzungskasse GmbH	Germany
Metzeler Technical Rubber Systems GmbH	Germany
Cooper-Standard Automotive India Private Limited	India
Metzeler Automotive Profiles India Private Limited (74%)	India
Cooper-Standard Automotive Italy SrL	Italy
Metzeler Automotive Profile Systems Italy SpA	Italy
Cooper Standard Automotive Japan K.K.	Japan
Cooper-Standard Automotive Korea Inc.	Korea
Cooper-Standard Services Korea, Inc.	Korea
Guyoung Technology Co. Ltd. (20%)	Korea
Coopermex, S.A. de C.V.	Mexico
Cooper-Standard Automotive de Mexico Fluid Services, S. de R.L. de C.V.	Mexico
Cooper-Standard Automotive de Mexico S.A. de C.V.	Mexico
Cooper-Standard Automotive FHS, S.A. de C.V.	Mexico
Cooper-Standard Automotive Fluid Systems de Mexico, S. de R.L. de C.V.	Mexico
Cooper-Standard Automotive Sealing de Mexico, S.A. de C.V. (80%)	Mexico

Subsidiary Name	Jurisdiction of Organization
Cooper-Standard Automotive Services, S.A. de C.V.	Mexico
Manufacturera El Jarudo, S. de R.L. de C.V.	Mexico
Westborn Service Center, Inc.	Michigan
Cooper-Standard Automotive NC LLC	North Carolina
Cooper-Standard Automotive Inc.	Ohio
Cooper-Standard Automotive OH, LLC	Ohio
CSA Services Inc.	Ohio
Cooper-Standard Automotive Polska Sp. z o.o.	Poland
Metzeler Automotive Profile Systems Piotrkow sp zoo	Poland
Metzeler Automotive Profile Systems Polska sp zoo	Poland
Cooper-Standard Automotive España, S.L.	Spain
North America Rubber, Incorporated	Texas
Cooper-Standard Automotive International Holdings B.V.	The Netherlands
CSA International Holdings C.V.	The Netherlands
CSA International Holdings Cooperative U.A.	The Netherlands
Cooper-Standard Automotive (UK) Pension Trust Limited	United Kingdom
Cooper-Standard Automotive UK Fluid Systems Limited	United Kingdom
Cooper-Standard Automotive UK Limited	United Kingdom
Cooper-Standard Automotive UK Sealing Limited	United Kingdom

(1) Subsidiaries as of March 18, 2011; wholly-owned except as otherwise indicated

Exhibit 24.1

POWER OF ATTORNEY

Each of the undersigned, acting in the capacity or capacities stated next to their respective names, hereby constitutes and appoints Timothy W. Hefferon the true and lawful attorney-in-fact and agent of the undersigned, with full power of substitution to sign and execute on behalf and in the name of the undersigned in the capacity or capacities set forth below the Annual Report on Form 10-K of Cooper-Standard Holdings Inc. for the year ended December 31, 2010, and any and all amendments thereto, and to file the same with all exhibits thereto, and other documents in connection therewith with the Securities and Exchange Commission, granting unto said attorney-in-fact and agent full power and authority to do and perform each and every act and thing requisite and necessary to be done in connection therewith, as fully to all intents and purposes as he or she might or could do in person, hereby ratifying and confirming all that said attorney-in-fact and agent may lawfully do or cause to be done by virtue hereof.

IN WITNESS WHEREOF, the undersigned has duly executed this instrument as of the 21st day of March, 2011.

/s/ James S. McElya	/s/ Allen J. Campbell
James S. McElya Chief Executive Officer (Principal Executive Officer) and Director	Allen J. Campbell Executive Vice President and Chief Financial Officer (Principal Financial Officer)
/s/ Helen T. Yantz	/s/ David J. Mastrocola
Helen T. Yantz Vice President and Controller (Principal Accounting Officer)	David J. Mastrocola Director
/s/ Glenn R. August	/s/ Stephen A. Van Oss
Glenn R. August Director	Stephen A. Van Oss Director
/s/ Orlando A. Bustos	/s/ Kenneth L. Way
Orlando A. Bustos Director	Kenneth L. Way Director
/s/ Larry Jutte	
Larry Jutte Director	

Exhibit 31.1

COOPER-STANDARD HOLDINGS INC.
Certification of the Principal Executive Officer
Pursuant to Exchange Act Rule 13a-14(a)/15d-14(a)
(Section 302 of the Sarbanes-Oxley Act of 2002)

I, James S. McElya, certify that:

1. I have reviewed this annual report on Form 10-K of Cooper-Standard Holdings Inc.;

2. Based on my knowledge, this report does not contain any untrue statement of a material fact or omit to state a material fact necessary to make the statements made, in light of the circumstances under which such statements were made, not misleading with respect to the period covered by this report;

3. Based on my knowledge, the financial statements, and other financial information included in this report, fairly present in all material respects the financial condition, results of operations and cash flows of the registrant as of, and for, the periods presented in this report;

4. The registrant's other certifying officer and I are responsible for establishing and maintaining disclosure controls and procedures (as defined in Exchange Act Rules 13a-15(e) and 15d-15(e)) and internal control over financial reporting (as defined in Exchange Act Rules 13a-15(f) and 15d-15(f)) for the registrant and have:

   (a) Designed such disclosure controls and procedures, or caused such disclosure controls and procedures to be designed under our supervision, to ensure that material information relating to the registrant, including its consolidated subsidiaries, is made known to us by others within those entities, particularly during the period in which this report is being prepared;

   (b) Designed such internal control over financial reporting, or caused such internal control over financial reporting to be designed under our supervision, to provide reasonable assurance regarding the reliability of financial reporting and the preparation of financial statements for external purposes in accordance with generally accepted accounting principles;

   (c) Evaluated the effectiveness of the registrant's disclosure controls and procedures and presented in this report our conclusions about the effectiveness of the disclosure controls and procedures, as of the end of the period covered by this report based on such evaluation; and

   (d) Disclosed in this report any change in the registrant's internal control over financial reporting that occurred during the registrant's most recent fiscal quarter (the registrant's fourth fiscal quarter in the case of an annual report) that has materially affected, or is reasonably like to materially affect, the registrant's internal control over financial reporting; and

5. The registrant's other certifying officer and I have disclosed, based on our most recent evaluation of internal control over financial reporting, to the registrant's auditors and the audit committee of the registrant's board of directors (or persons performing the equivalent functions):

   (a) All significant deficiencies and material weaknesses in the design or operation of internal controls over financial reporting which are reasonably likely to adversely affect the registrant's ability to record, process, summarize and report financial information; and

   (b) Any fraud, whether or not material, that involves management or other employees who have a significant role in the registrant's internal control over financial reporting.

Dated: March 21, 2011

/s/ James S. McElya
James S. McElya
Chairman and Chief Executive Officer

Exhibit 31.2

COOPER-STANDARD HOLDINGS INC.
Certification of the Principal Financial Officer
Pursuant to Exchange Act Rule 13a-14(a)/15d-14(a)
(Section 302 of the Sarbanes-Oxley Act of 2002)

I, Allen J. Campbell, certify that:

1. I have reviewed this annual report on Form 10-K of Cooper-Standard Holdings Inc.;
2. Based on my knowledge, this report does not contain any untrue statement of a material fact or omit to state a material fact necessary to make the statements made, in light of the circumstances under which such statements were made, not misleading with respect to the period covered by this report;
3. Based on my knowledge, the financial statements, and other financial information included in this report, fairly present in all material respects the financial condition, results of operations and cash flows of the registrant as of, and for, the periods presented in this report;
4. The registrant's other certifying officer and I are responsible for establishing and maintaining disclosure controls and procedures (as defined in Exchange Act Rules 13a-15(e) and 15d-15(e)) and internal control over financial reporting (as defined in Exchange Act Rules 13a-15(f) and 15d-15(f)) for the registrant and have:
   (a) Designed such disclosure controls and procedures, or caused such disclosure controls and procedures to be designed under our supervision, to ensure that material information relating to the registrant, including its consolidated subsidiaries, is made known to us by others within those entities, particularly during the period in which this report is being prepared;
   (b) Designed such internal control over financial reporting, or caused such internal control over financial reporting to be designed under our supervision, to provide reasonable assurance regarding the reliability of financial reporting and the preparation of financial statements for external purposes in accordance with generally accepted accounting principles;
   (c) Evaluated the effectiveness of the registrant's disclosure controls and procedures and presented in this report our conclusions about the effectiveness of the disclosure controls and procedures, as of the end of the period covered by this report based on such evaluation; and
   (d) Disclosed in this report any change in the registrant's internal control over financial reporting that occurred during the registrant's most recent fiscal quarter (the registrant's fourth fiscal quarter in the case of an annual report) that has materially affected, or is reasonably like to materially affect, the registrant's internal control over financial reporting; and
5. The registrant's other certifying officer and I have disclosed, based on our most recent evaluation of internal control over financial reporting, to the registrant's auditors and the audit committee of the registrant's board of directors (or persons performing the equivalent functions):
   (a) All significant deficiencies and material weaknesses in the design or operation of internal controls over financial reporting which are reasonably likely to adversely affect the registrant's ability to record, process, summarize and report financial information; and
   (b) Any fraud, whether or not material, that involves management or other employees who have a significant role in the registrant's internal control over financial reporting.

Dated: March 21, 2011

/s/ Allen J. Campbell
Allen J. Campbell
Chief Financial Officer
(Principal Financial Officer)

Exhibit 32.1

Certification of Chief Executive Officer Pursuant to 18 U.S.C. Sec. 1350
(Section 906 of the Sarbanes-Oxley Act of 2002)

Pursuant to 18 U.S.C. Sec. 1350, the undersigned officer of Cooper-Standard Holdings Inc. (the "Company") hereby certifies, to such officer's knowledge, that the Company's Annual Report on Form 10-K for the year ended December 31, 2010 (the "Report") fully complies with the requirements of Section 13(a) or 15(d), as applicable, of the Securities Exchange Act of 1934 and that the information contained in the Report fairly presents, in all material respects, the financial condition and results of operations of the Company.

Dated: March 21, 2011	/s/ James S. McElya
	James S. McElya Chief Executive Officer (Principal Executive Officer)

The foregoing certification (i) accompanies the filing and is being furnished solely pursuant to 18 U.S.C. Sec. 1350, (ii) will not be deemed "filed" for purposes of Section 18 of the Securities Exchange Act of 1934, or otherwise subject to the liability of that section, and (iii) will not be deemed to be incorporated by reference into any filing under the Securities Act of 1933 or the Exchange Act, except to the extent that the registrant specifically incorporates it by reference.

A signed original of this written statement required by Section 906, or other document authenticating, acknowledging, or otherwise adopting the signature that appears in typed form within the electronic version of this written statement required by Section 906, has been provided to Cooper-Standard Holdings Inc. and will be retained by Cooper-Standard Holdings Inc. and furnished to the Securities and Exchange Commission or its staff upon request.

Exhibit 32.2

Certification of Chief Financial Officer Pursuant to 18 U.S.C. Sec. 1350
(Section 906 of the Sarbanes-Oxley Act of 2002)

Pursuant to 18 U.S.C. Sec. 1350, the undersigned officer of Cooper-Standard Holdings Inc. (the "Company") hereby certifies, to such officer's knowledge, that the Company's Annual Report on Form 10-K for the year ended December 31, 2010 (the "Report") fully complies with the requirements of Section 13(a) or 15(d), as applicable, of the Securities Exchange Act of 1934 and that the information contained in the Report fairly presents, in all material respects, the financial condition and results of operations of the Company.

Dated: March 21, 2011

/s/ Allen J. Campbell
Allen J. Campbell
Chief Financial Officer
(Principal Financial Officer)

The foregoing certification (i) accompanies the filing and is being furnished solely pursuant to 18 U.S.C. Sec. 1350, (ii) will not be deemed "filed" for purposes of Section 18 of the Securities Exchange Act of 1934, or otherwise subject to the liability of that section, and (iii) will not be deemed to be incorporated by reference into any filing under the Securities Act of 1933 or the Exchange Act, except to the extent that the registrant specifically incorporates it by reference.

A signed original of this written statement required by Section 906, or other document authenticating, acknowledging, or otherwise adopting the signature that appears in typed form within the electronic version of this written statement required by Section 906, has been provided to Cooper-Standard Holdings Inc. and will be retained by Cooper-Standard Holdings Inc. and furnished to the Securities and Exchange Commission or its staff upon request.