UNITED STATES
SECURITIES AND EXCHANGE COMMISSION

Washington, D.C. 20549

FORM 8-K

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

Date of report (Date of earliest event reported): **October 27, 2005**

COOPER-STANDARD HOLDINGS INC.

(Exact name of registrant as specified in its charter)

Delaware	**333-123708**	**13-0612970**
(State or Other Jurisdiction of Incorporation)	(Commission File Number)	(IRS Employer Identification No.)

39550 Orchard Hill Place Drive
Novi, Michigan 48375
(Address of principal executive offices)

Registrant's telephone number, including area code: **(248) 596-5900**

Not Applicable

(Former Name or Former Address, if Changed Since Last Report)

Check the appropriate box below if the Form 8-K filing is intended to simultaneously satisfy the filing obligation of the registrant under any of the following provisions:

☐ Written communications pursuant to Rule 425 under the Securities Act (17 CFR 230.425)

☐ Soliciting material pursuant to Rule 14a-12 under the Exchange Act (17 CFR 240.14a-12)

☐ Pre-commencement communications pursuant to Rule 14d-2(b) under the Exchange Act (17 CFR 240.14d-2(b))

☐ Pre-commencement communications pursuant to Rule 13e-4(c) under the Exchange Act (17 CFR 240.13e-4(c))

Item 1.01. Entry into a Material Definitive Agreement.

On October 27, 2005, Cooper-Standard Holdings Inc. (f/k/a CSA Acquisition Corp.)(the "Company") entered into Subscription Agreements with directors John C. Kennedy and Leo F. Mullin pursuant to which both of the directors has agreed to purchase up to 2,500 shares of common stock, par value $.01 per share (the "Common Stock"), of the Company within 90 days at a purchase price of $100 per share. The agreements contain customary representations, including that the director's intent is to acquire the shares for investment purposes for his own account and not for distribution or disposition and an acknowledgement that the shares have not been registered pursuant to the Securities Act of 1933, as amended (the "Securities Act"). The sales under the Subscription Agreements are exempt from registration in reliance upon Section 4(2) of the Securities Act as transactions by an issuer not involving a public offering. The directors have received adequate information about us or have access to such information. Copies of the Subscription Agreements are attached hereto as Exhibit 10.1 and 10.2 and are incorporated herein by reference.

On October 27, 2005, the Company entered into Nonqualified Stock Option Agreements with directors S.A. Johnson, Kenneth L. Way and John C. Kennedy in connection with stock options granted pursuant to the 2004 CSA Acquisition Corp. Stock Incentive Plan (the "Stock Incentive Plan"). Each director was granted stock options to purchase 1,000 shares of Common Stock with an exercise price of $100 per share. The stock options will vest and become exercisable with respect to 20% of the shares on each of the first five anniversaries of August 5, 2005, the date of grant.

The stock options have a term of ten years and the vested portion of the stock options will expire (i) 90 days following the resignation or termination of service as a director for any reason other than those discussed in (ii) and (iii) below, (ii) immediately upon termination for cause and (iii) one year following termination of employment due to death or disability.

Any unvested stock options will be forfeited upon a termination of the director's service for any reason; provided that in the event of a termination without cause, or in the event of a termination due to death or disability, the director shall be deemed vested in any stock options that would otherwise have vested in the calendar year of termination. Upon a change of control of the Company all unvested stock options will vest. A form of the Nonqualified Stock Option Agreement for outside directors is attached hereto as Exhibit 10.3 and is incorporated herein by reference.

On October 27, 2005, the Company adopted an amendment to the 2004 CSA Acquisition Corp. Stock Incentive Plan (the "Stock Incentive Plan") increasing the total number of shares which may be issued under the Stock Incentive Plan from 223,615 to 228,615. A copy of the amendment to the Stock Incentive Plan is attached

hereto as Exhibit 10.4 and is incorporated herein by reference.

Item 3.02. Unregistered Sales of Equity Securities.

See Item 1.01.

Item 9.01. Financial Statements and Exhibits.

(c) Exhibits.

The following exhibits are furnished pursuant to Item 9.01 of Form 8-K:

10.1 Subscription Agreement, dated as of October 27, 2005, between John C. Kennedy and the Company

10.2 Subscription Agreement, dated as of October 27, 2005, between Leo F. Mullin and the Company

10.3 Form of Nonqualified Stock Option Agreement (outside directors)

10.4 Amendment to the 2004 CSA Acquisition Corp. Stock Incentive Plan

---

SIGNATURE

Pursuant to the requirements of the Securities Exchange Act of 1934, the registrant has duly caused this report to be signed on its behalf by the undersigned, hereunto duly authorized.

Dated: November 2, 2005

COOPER-STANDARD HOLDINGS INC.

By:_____

Name: Timothy W. Hefferon

Title: Vice President, General Counsel and Secretary

EXHIBIT INDEX

Exhibit	Description
10.1	Subscription Agreement, dated as of October 27, 2005, between John C. Kennedy and the Company
10.2	Subscription Agreement, dated as of October 27, 2005, between Leo F. Mullin and the Company
10.3	Form of Nonqualified Stock Option Agreement (outside directors)
10.4	Amendment to the 2004 CSA Acquisition Corp. Stock Incentive Plan

---

SUBSCRIPTION AGREEMENT

SUBSCRIPTION AGREEMENT, dated as of _____, 2005 (this "Agreement"), between John C. Kennedy (the "Director Investor") and Cooper-Standard Holdings Inc., a Delaware corporation (the "Company").

WHEREAS, on the terms and subject to the conditions set forth below, the Director Investor desires to subscribe for and acquire from the Company, and the Company desires to issue and sell to the Director Investor, the number of shares of common stock, par value $0.01 per share (the "Common Stock"), of the Company set forth herein.

NOW, THEREFORE, in consideration of the mutual promises and agreements set forth herein, the adequacy of which are hereby acknowledged, the parties hereto agree as follows:

1. Definitions. As used in this Agreement, the following terms shall have the meanings set forth below:

"Affiliate" of any Person means any other Person directly or indirectly controlling, controlled by or under common control with such Person. The term "control" means, with respect to any Person, the power to direct or cause the direction of the management or policies of such Person, directly or indirectly, whether through the ownership of voting securities, by contract or otherwise; and the terms "controlling" and "controlled" have meanings correlative to the foregoing.

"Agreement" has the meaning set forth in the preamble hereto.

"Assumption Agreement" means the Assumption Agreement, substantially in the form of Exhibit A hereto

"Business Day" means any day other than a Saturday, Sunday or day on which commercial banks in New York, New York are authorized or required by law to remain closed.

"Closing" has the meaning set forth in Section 3 below.

"Closing Date" has the meaning set forth in Section 3 below.

"Common Stock" has the meaning set forth in the preamble hereto.

"Company" has the meaning set forth in the preamble hereto.

"Director Investor" has the meaning assigned to such term in the preamble hereto.

"Governmental Body" means any government or governmental or regulatory body thereof, or political subdivision thereof, of any country or subdivision thereof, whether international, supranational, national, federal, state or local, or any agency or

instrumentality thereof, or any court or regulatory (including a stock exchange or other self-regulatory body) authority or agency.

"Person" means any individual, corporation, limited liability company, limited or general partnership, joint venture, association, joint-stock company, trust, unincorporated organization, government or any agency or political subdivisions thereof or any group comprised of two or more of the foregoing.

"Purchase Price" has the meaning set forth in Section 2 below.

"Registration Rights Agreement" means the Registration Rights Agreement, dated as of December 23, 2004, by and among the Company and each of the stockholders of the Company whose name appears on the signature pages listed therein.

"Securities Act" means the Securities Act of 1933, as amended, and the rules and regulations promulgated thereunder.

"Stockholders Agreement" means the Stockholders Agreement, dated as of December 23, 2004, by and among the Company and each of the stockholders of the Company whose name appears on the signature pages listed therein.

2. Subscription for and Purchase of the Common Stock. Pursuant to the terms and subject to the conditions set forth in this Agreement, the Director Investor hereby subscribes for and agrees to purchase, and the Company hereby agrees to issue and sell to the Director Investor, on or within 90 days following the date hereof, up to 2,500 shares of Common Stock (the "Shares") at a purchase price per share equal to $100 per share (the "Purchase Price"). For purposes of this Agreement, the purchase price per share shall be subject to adjustment for any stock dividends, combinations, splits or the like subsequent to the date hereof and prior to the Closing.

3. The Closing. The closing (the "Closing") of the issuance and sale of the Shares shall take place on a mutually agreed upon date (the "Closing Date ") on or within 90 days following the date hereof. The Closing shall occur at the main offices of the Company, unless an alternative location is mutually agreed upon. At the Closing, the following shall occur:

(a) the Director Investor shall deliver to the Company the Purchase Price payable by delivery to the Company of such amount by wire transfer of immediately available funds or a certified check payable to the Company as consideration for the Shares to be issued hereunder; and

(b) the Company shall duly issue the Shares to be received by the Director Investor pursuant to Section 2, and shall deliver to the Director Investor stock certificates representing the Shares purchased by the Director Investor.

4. Stockholders Agreement and Registration Rights Agreement. On the Closing Date, the Director Investor shall execute and deliver the Assumption Agreement. The Shares will be issued subject to the rights and restrictions set forth in the Assumption Agreement and the Stockholders Agreement and the Registration Rights Agreement, as set forth therein.

5. Representations and Warranties of the Company. The Company represents and warrants to the Director Investor as follows:

(a) (i) the Company is a corporation duly incorporated, validly existing and in good standing under the laws of the State of Delaware and has full corporate power and authority to execute and deliver this Agreement and to perform its obligations hereunder, and (ii) this Agreement has been duly authorized, executed and delivered by the Company and is valid, binding and enforceable against the Company in accordance with its terms;

(b) the Shares to be issued to the Director Investor pursuant to this Agreement, when issued and delivered in accordance with the terms hereof, will be duly and validly issued and, upon receipt by the Company of the Purchase Price therefor, will be fully paid and nonassessable with no personal liability attached to the ownership thereof and will not be subject to any preemptive rights and restrictions on transfer other than under applicable securities laws, the terms of this Agreement or the Stockholders Agreement;

(c) the execution, delivery and performance by the Company of this Agreement will not (i) conflict with the certificate of incorporation or by-laws of the Company, (ii) result in any material breach of any terms or provisions of, or constitute a material default under, any material contract, agreement or instrument to which the Company is a party or by which the Company is bound, (iii) violate any United States federal or state law, rule or regulation applicable to the Company or (iv) require any consent, waiver, approval, order, permit or authorization of, or declaration or filing with, or notification or report to, any Governmental Body; and

(d) the transactions contemplated by this Agreement do not violate any "blue sky" or other securities law of any jurisdiction or require the Company to file a registration statement with the SEC or apply to qualify

any securities under the "blue sky" or other securities law of any jurisdiction.

6. Representations and Warranties of the Director Investor. The Director Investor represents and warrants to the Company as follows:

(a) (i)(x) the Director Investor is over 21 years of age, (y) the address set forth in Section 9(a)(2) hereof is the true and correct address and residence of the Director Investor, and (z) the Director Investor has no current intention of becoming a resident of any other state or jurisdiction in the foreseeable future and (ii) this Agreement has been, duly authorized, executed and delivered by the Director Investor and is valid, binding and enforceable against the Director Investor in accordance with its terms;

(b) the execution, delivery and performance by the Director Investor of this Agreement will not (i) result in any material breach of any terms or provisions of, or constitute a material default under, any material contract, agreement or instrument to which the Director Investor is a party or by which the Director Investor is bound, (ii) violate any United States federal or state law, rule or regulation applicable to the Director Investor or (iii) except as set forth on Schedule 6(b), require any consent,

waiver, approval, order, permit or authorization of, or declaration or filing with, or notification or report to, any Governmental Body;

(c) the Director Investor is acquiring the Shares for investment solely for investment for its own account and not with a view to, or for sale in connection with, the distribution or other disposition thereof;

(d) the Director Investor has been advised by the Company that:

(i) the offer and sale of the Shares have not been registered under the Securities Act;

(ii) there is no established market for the Shares and it is not anticipated that there will be any public market for the Shares in the foreseeable future;

(iii) Rule 144 promulgated under the Securities Act is not presently available with respect to the sale of any securities of the Company;

(iv) when and if shares of the Shares may be disposed of without registration under the Securities Act in reliance on Rule 144, such disposition can be made only in limited amounts in accordance with the terms and conditions of Rule 144;

(v) if the Rule 144 exemption is not available, the offer or sale of the Shares without registration will require compliance with some other exemption under the Securities Act;

(vi) a restrictive legend in the form heretofore set forth in the Stockholders Agreement shall be placed on the certificates representing the Shares; and

(vii) a notation shall be made in the appropriate records of the Company indicating that the Shares are subject to restrictions on transfer and, if the Company should at some time in the future engage the services of a securities transfer agent, appropriate stop-transfer instructions will be issued to such transfer agent with respect to the Shares.

(e) (i) the Director Investor's financial situation is such that it can afford to bear the economic risk of holding the Shares for an indefinite period of time, has adequate means for providing for its current needs and personal contingencies, and can afford to suffer a complete loss of its investment in the Shares; (ii) the Director Investor's knowledge and experience in financial and business matters are such that it is capable of evaluating the merits and risks of the investment in the Shares; (iii) the Director Investor understands that the Shares are a speculative investment which involves a high degree of risk of loss of its investment therein,

there are substantial restrictions on the transferability of the Shares, and, on the Closing Date and for an indefinite period

following the Closing, there will be no public market for the Shares and, accordingly, it may not be possible for the Director Investor to liquidate its investment in case of emergency or otherwise; (iv) the Director Investor understands and has taken cognizance of all the risk factors related to the purchase of the Shares, and, other than as set forth in this Agreement, no representations or warranties have been made to the Director Investor or its representatives concerning the Shares or the Company or their prospects or other matters; (v) the Director Investor has been given the opportunity to examine all documents and to ask questions of, and to receive answers from, the Company and its representatives concerning the Company and its subsidiaries and the terms and conditions of the purchase of the Shares and to obtain all additional information which the Director Investor or its representatives deems necessary; (vi) in making its decision to purchase the Shares hereby subscribed for, the Director Investor has relied upon independent investigations made by it and, to the extent believed by it to be appropriate, its representatives, including its own professional, financial, tax and other advisors; and (vii) the Director Investor is an "accredited investor" within the meaning of Rule 501 of Regulation D under the Securities Act.

(f) The Director Investor has an understanding of the Company and its business. The Director Investor has been given the opportunity to obtain any additional information or documents (and to ask questions and receive answers about such information and documents) about the Company and its business which the Director Investor deems necessary to evaluate the merits and risks related to its investment in the shares of Common Stock.

7. Covenants of the Company and the Director Investor.

(a) Further Assurances. Each of the parties shall, and shall cause their respective Affiliates under their control to, execute such instruments and take such action as may be reasonably required or desirable to carry out the provisions hereof and the transactions contemplated hereby.

8. Condition Precedent to Closing. The obligations of the Company and the Director Investor to consummate the Closing are subject to the satisfaction or written waiver by both the Company and the Director Investor on or prior to the Closing Date of the following condition:

(i) no laws shall have been adopted or promulgated, and no temporary restraining order, preliminary or permanent injunction or other order issued by a court or other Governmental Body of competent jurisdiction shall be in effect, having the effect of making the purchase of the Shares by the Director Investor and the other transactions contemplated hereby illegal or otherwise prohibiting consummation thereof.

9. Miscellaneous.

(a) Notices. All notices and other communications required or permitted hereunder shall be in writing and shall be deemed effectively given: (a) upon personal

delivery to the party to be notified; (b) when sent by confirmed facsimile if sent during normal business hours of the recipient, if not, then on the next Business Day, provided that a copy of such notice is also sent via nationally recognized overnight courier, specifying next day delivery, with written verification of receipt; (c) five (5) days after having been sent by registered or certified mail, return receipt requested, postage prepaid; or (d) one (1) Business Day after deposit with a nationally recognized overnight courier, specifying next day delivery, with written verification of receipt. All communications shall be sent to such party's address as set forth below or at such other address as the party shall have furnished to each other party in writing in accordance with this provision:

(1) If to the Company:

Cooper-Standard Holdings Inc.

c/o Cooper-Standard Automotive Inc.
39550 Orchard Hill Place Drive
Novi, MI 48375
Attn: General Counsel
Telecopy: (248) 596-6535

with a copy to:

Simpson Thacher & Bartlett LLP
425 Lexington Avenue
New York, New York 10017
Attn: William E. Curbow
Telecopy: (212) 455-2502

(2) If to the Director Investor:

John C. Kennedy
4610 Bradford
Grand Rapids, MI 49525
Telecopy: (616) 698-6876

Any party may, by notice given in accordance with this Section 9(a), designate another address or person for receipt of notices hereunder.

(b) Amendment and Waiver.

(i) No failure or delay on the part of any party hereto in exercising any right, power or remedy hereunder shall operate as a waiver thereof, nor shall any single or partial exercise of any such right, power or remedy preclude any other or further exercise thereof or the exercise of any other right, power or remedy. The remedies provided for herein are cumulative and are not

exclusive of any remedies that may be available to the parties hereto at law, in equity or otherwise.

(ii) Any amendment, supplement or modification of or to any provision of this Agreement, any waiver of any provision of this Agreement, and any consent to any departure by any party from the terms of any provision of this Agreement, shall be effective against a party to this Agreement only if it is made or given in writing and signed by such party.

(c) Specific Performance. Each party hereto acknowledges that money damages would not be an adequate remedy in the event that any of the covenants or agreements in this Agreement are not performed in accordance with its terms, and it is therefore agreed that in addition to and without limiting any other remedy or right it may have, the non-breaching party will have the right to an injunction, temporary restraining order or other equitable relief in any court of competent jurisdiction enjoining any such breach and enforcing specifically the terms and provisions hereof.

(d) Headings. The headings in this Agreement are for convenience of reference only and shall not limit or otherwise affect the meaning hereof.

(e) Severability. Whenever possible, each provision of this Agreement shall be interpreted in such manner as to be effective and valid under applicable law, but if any provision of this Agreement is held to be invalid, illegal or unenforceable in any respect under any applicable law or rule in any jurisdiction, such invalidity, illegality or unenforceability shall not affect any other provision or any other jurisdiction, but this Agreement shall be reformed, construed and enforced in such jurisdiction as if such invalid, illegal or unenforceable provision had never been contained herein.

(f) Entire Agreement. Except as otherwise expressly set forth herein, this Agreement together with the Stockholders Agreement and the Registration Rights Agreement embodies the complete agreement and understanding among the parties hereto with respect to the subject matter hereof and supersedes and preempts any prior understandings, agreements or representations by or among

the parties, written or oral, that may have related to the subject matter hereof in any way.

(g) Expenses. Each of the parties hereto shall bear its own expenses (including fees and disbursements of counsel, accountants and other experts) incurred by it in connection with the preparation, negotiation, execution, delivery and performance hereof, each of the other documents and instruments executed in connection herewith or contemplated hereby and the consummation of the transactions contemplated hereby and thereby.

(h) GOVERNING LAW; JURISDICTION; WAIVER OF JURY TRIAL. THIS AGREEMENT SHALL BE GOVERNED AND CONSTRUED IN ACCORDANCE WITH THE LAWS OF THE STATE OF NEW YORK APPLICABLE TO AGREEMENTS MADE AND TO BE PERFORMED ENTIRELY WITHIN SUCH STATE. Any claim arising out of or relating to this

Agreement may be instituted in Federal or State court in the State of New York (unless personal or subject matter jurisdiction cannot be obtained therein), and each party agrees not to assert, by way of motion, as a defense or otherwise, in any such claim, that it is not subject personally to the jurisdiction of such court, that the claim is brought in an inconvenient forum, that the venue of the claim is improper or that this Agreement or the subject matter hereof may not be enforced in or by such court. Each party further irrevocably submits to the jurisdiction of such courts in any such claim. Any and all service of process and any other notice in any such claim shall be effective against any party if given personally or by registered or certified mail, return receipt requested, or by any other means of mail that requires a signed receipt, postage prepaid, mailed to such party as herein provided. Nothing herein contained shall be deemed to affect the right of any party to serve process in any manner permitted by law or to commence legal proceedings or otherwise against any other party in any other jurisdiction.

(i) No Recourse. Notwithstanding anything else that may be expressed or implied in this Agreement, the Director Investor hereby covenants, agrees and acknowledges that no recourse under this Agreement or any documents or instruments delivered in connection with this Agreement or any of the transactions contemplated hereby shall be had against any current or future director, officer, employee, general or limited partner, member or Affiliate (including The Cypress Group L.L.C. and GS Capital Partners 2000, L.P.) of the Company or of any of the foregoing, whether by the enforcement of any assessment or by any legal or equitable proceeding, or by virtue of any statute, regulation or other applicable law, it being expressly agreed and acknowledged that no personal liability whatsoever shall attach to, be imposed on or otherwise be incurred by any current or future officer, agent or employee of the Company or any current or future stockholder of the Company or any current or future director, officer, employee, general or limited partner, member or Affiliate (including The Cypress Group L.L.C. and GS Capital Partners 2000, L.P.) of any of the foregoing, as such, for any obligation of the Company under this Agreement or any documents or instruments delivered in connection with this Agreement or any of the transactions contemplated hereby or for any claim based on, in respect of or by reason of such obligations of the Company or their creation.

(j) Successors and Assigns. This Agreement shall be binding upon and inure to the benefit of the parties and their respective permitted successors and assigns, including Permitted Transferees (as defined in the Stockholders Agreement) of the Director Investor. Unless otherwise specifically provided for herein, this Agreement is not assignable.

(k) Counterparts; Facsimile Signatures. This Agreement may be executed in any number of counterparts, each of which shall be an original, but all of which together shall constitute one instrument. This Agreement may be executed by facsimile signature(s).

[Remainder of page left intentionally blank]

IN WITNESS WHEREOF, the undersigned have executed, or have caused to be executed, this Agreement on the date first written above.

COOPER-STANDARD HOLDINGS INC.

By: _____
Name:
Title:

_____
John C. Kennedy

Exhibit A

ASSUMPTION AGREEMENT

Pursuant to the Stockholders Agreement, dated as of December 23, 2004 (the "Stockholders Agreement"), by and among Cooper-Standard Holdings Inc. (f/k/a CSA Acquisition Corp.), a Delaware corporation (the "Company"), and each of the stockholders of the Company whose name appears on the signature pages listed therein (each, a "Stockholder" and collectively, the "Stockholders"), and the Registration Rights Agreement, dated as of December 23, 2004, by and among the Company and the Stockholders, the undersigned hereby agrees that, having been issued Common Stock and granted stock options to purchase shares of Common Stock, the undersigned hereby agrees to be a party to the Stockholders Agreement and the Registration Rights Agreement and agrees to be bound by the provisions thereof (including with respect to shares of Common Stock issued or options granted following the date hereof), in all cases having the status a Stockholder who is a Director Stockholder . Such agreement shall become effective with respect to any shares of Common Stock hereafter acquired by the undersigned by exercise of options or otherwise. Capitalized terms used but not defined herein shall have the meanings assigned to them in the Stockholders Agreement.

IN WITNESS WHEREOF, the undersigned has executed this Assumption Agreement as of _____ __, 2005.

JOHN C. KENNEDY

_____

Address: _____

_____

_____

_____

Telecopy: (___) ___-____

Acknowledged by:

COOPER-STANDARD HOLDINGS INC.

By: _____
Name:
Title:

SUBSCRIPTION AGREEMENT

SUBSCRIPTION AGREEMENT, dated as of _____, 2005 (this "Agreement"), between Leo F. Mullin (the "Director Investor") and Cooper-Standard Holdings Inc., a Delaware corporation (the "Company").

WHEREAS, on the terms and subject to the conditions set forth below, the Director Investor desires to subscribe for and acquire from the Company, and the Company desires to issue and sell to the Director Investor, the number of shares of common stock, par value $0.01 per share (the "Common Stock"), of the Company set forth herein.

NOW, THEREFORE, in consideration of the mutual promises and agreements set forth herein, the adequacy of which are hereby acknowledged, the parties hereto agree as follows:

1. Definitions. As used in this Agreement, the following terms shall have the meanings set forth below:

"Affiliate" of any Person means any other Person directly or indirectly controlling, controlled by or under common control with such Person. The term "control" means, with respect to any Person, the power to direct or cause the direction of the management or policies of such Person, directly or indirectly, whether through the ownership of voting securities, by contract or otherwise; and the terms "controlling" and "controlled" have meanings correlative to the foregoing.

"Agreement" has the meaning set forth in the preamble hereto.

"Assumption Agreement" means the Assumption Agreement, substantially in the form of Exhibit A hereto

"Business Day" means any day other than a Saturday, Sunday or day on which commercial banks in New York, New York are authorized or required by law to remain closed.

"Closing" has the meaning set forth in Section 3 below.

"Closing Date" has the meaning set forth in Section 3 below.

"Common Stock" has the meaning set forth in the preamble hereto.

"Company" has the meaning set forth in the preamble hereto.

"Director Investor" has the meaning assigned to such term in the preamble hereto.

"Governmental Body" means any government or governmental or regulatory body thereof, or political subdivision thereof, of any country or subdivision thereof, whether international, supranational, national, federal, state or local, or any agency or

instrumentality thereof, or any court or regulatory (including a stock exchange or other self-regulatory body) authority or agency.

"Person" means any individual, corporation, limited liability company, limited or general partnership, joint venture, association, joint-stock company, trust, unincorporated organization, government or any agency or political subdivisions thereof or any group comprised of two or more of the foregoing.

"Purchase Price" has the meaning set forth in Section 2 below.

"Registration Rights Agreement" means the Registration Rights Agreement, dated as of December 23, 2004, by and among the Company and

each of the stockholders of the Company whose name appears on the signature pages listed therein.

"Securities Act" means the Securities Act of 1933, as amended, and the rules and regulations promulgated thereunder.

"Stockholders Agreement" means the Stockholders Agreement, dated as of December 23, 2004, by and among the Company and each of the stockholders of the Company whose name appears on the signature pages listed therein.

2. Subscription for and Purchase of the Common Stock. Pursuant to the terms and subject to the conditions set forth in this Agreement, the Director Investor hereby subscribes for and agrees to purchase, and the Company hereby agrees to issue and sell to the Director Investor, on or within 90 days following the date hereof, up to 2,500 shares of Common Stock (the "Shares") at a purchase price per share equal to $100 per share (the "Purchase Price"). For purposes of this Agreement, the purchase price per share shall be subject to adjustment for any stock dividends, combinations, splits or the like subsequent to the date hereof and prior to the Closing.

3. The Closing. The closing (the "Closing") of the issuance and sale of the Shares shall take place on a mutually agreed upon date (the "Closing Date ") on or within 90 days following the date hereof. The Closing shall occur at the main offices of the Company, unless an alternative location is mutually agreed upon. At the Closing, the following shall occur:

(a) the Director Investor shall deliver to the Company the Purchase Price payable by delivery to the Company of such amount by wire transfer of immediately available funds or a certified check payable to the Company as consideration for the Shares to be issued hereunder; and

(b) the Company shall duly issue the Shares to be received by the Director Investor pursuant to Section 2, and shall deliver to the Director Investor stock certificates representing the Shares purchased by the Director Investor.

4. Stockholders Agreement and Registration Rights Agreement. On the Closing Date, the Director Investor shall execute and deliver the Assumption Agreement. The Shares will be issued subject to the rights and restrictions set forth in the Assumption Agreement and the Stockholders Agreement and the Registration Rights Agreement, as set forth therein.

5. Representations and Warranties of the Company. The Company represents and warrants to the Director Investor as follows:

(a) (i) the Company is a corporation duly incorporated, validly existing and in good standing under the laws of the State of Delaware and has full corporate power and authority to execute and deliver this Agreement and to perform its obligations hereunder, and (ii) this Agreement has been duly authorized, executed and delivered by the Company and is valid, binding and enforceable against the Company in accordance with its terms;

(b) the Shares to be issued to the Director Investor pursuant to this Agreement, when issued and delivered in accordance with the terms hereof, will be duly and validly issued and, upon receipt by the Company of the Purchase Price therefor, will be fully paid and nonassessable with no personal liability attached to the ownership thereof and will not be subject to any preemptive rights and restrictions on transfer other than under applicable securities laws, the terms of this Agreement or the Stockholders Agreement;

(c) the execution, delivery and performance by the Company of this Agreement will not (i) conflict with the certificate of incorporation or by-laws of the Company, (ii) result in any material breach of any terms or provisions of, or constitute a material default under, any material contract, agreement or instrument to which the Company is a party or by which the Company is bound, (iii) violate any United States federal or state law, rule or regulation applicable to the Company or (iv) require any consent, waiver, approval, order,

permit or authorization of, or declaration or filing with, or notification or report to, any Governmental Body; and

(d) the transactions contemplated by this Agreement do not violate any "blue sky" or other securities law of any jurisdiction or require the Company to file a registration statement with the SEC or apply to qualify any securities under the "blue sky" or other securities law of any jurisdiction.

6. Representations and Warranties of the Director Investor. The Director Investor represents and warrants to the Company as follows:

(a) (i)(x) the Director Investor is over 21 years of age, (y) the address set forth in Section 9(a)(2) hereof is the true and correct address and residence of the Director Investor, and (z) the Director Investor has no current intention of becoming a resident of any other state or jurisdiction in the foreseeable future and (ii) this Agreement has been, duly authorized, executed and delivered by the Director Investor and is valid, binding and enforceable against the Director Investor in accordance with its terms;

(b) the execution, delivery and performance by the Director Investor of this Agreement will not (i) result in any material breach of any terms or provisions of, or constitute a material default under, any material contract, agreement or instrument to which the Director Investor is a party or by which the Director Investor is bound, (ii) violate any United States federal or state law, rule or regulation applicable to the Director Investor or (iii) except as set forth on Schedule 6(b), require any consent,

waiver, approval, order, permit or authorization of, or declaration or filing with, or notification or report to, any Governmental Body;

(c) the Director Investor is acquiring the Shares for investment solely for investment for its own account and not with a view to, or for sale in connection with, the distribution or other disposition thereof;

(d) the Director Investor has been advised by the Company that:

(i) the offer and sale of the Shares have not been registered under the Securities Act;

(ii) there is no established market for the Shares and it is not anticipated that there will be any public market for the Shares in the foreseeable future;

(iii) Rule 144 promulgated under the Securities Act is not presently available with respect to the sale of any securities of the Company;

(iv) when and if shares of the Shares may be disposed of without registration under the Securities Act in reliance on Rule 144, such disposition can be made only in limited amounts in accordance with the terms and conditions of Rule 144;

(v) if the Rule 144 exemption is not available, the offer or sale of the Shares without registration will require compliance with some other exemption under the Securities Act;

(vi) a restrictive legend in the form heretofore set forth in the Stockholders Agreement shall be placed on the certificates representing the Shares; and

(vii) a notation shall be made in the appropriate records of the Company indicating that the Shares are subject to restrictions on transfer and, if the Company should at some time in the future engage the services of a securities transfer agent, appropriate stop-transfer instructions will be issued to such transfer agent with respect to the Shares.

(e) (i) the Director Investor's financial situation is such that it can afford to bear the economic risk of holding the Shares for an indefinite period of time, has adequate means for providing for its current needs and personal contingencies, and can afford to suffer a complete loss of its investment in the Shares; (ii) the Director Investor's knowledge and experience in financial and business matters are such that it is capable of evaluating the merits and risks of the investment in the Shares; (iii) the Director Investor understands that the Shares are a speculative investment which involves a high degree of risk of loss of its investment therein, there are substantial restrictions on the transferability of the Shares, and, on the Closing Date and for an indefinite period

following the Closing, there will be no public market for the Shares and, accordingly, it may not be possible for the Director Investor to liquidate its investment in case of emergency or otherwise; (iv) the Director Investor understands and has taken cognizance of all the risk factors related to the purchase of the Shares, and, other than as set forth in this Agreement, no representations or warranties have been made to the Director Investor or its representatives concerning the Shares or the Company or their prospects or other matters; (v) the Director Investor has been given the opportunity to examine all documents and to ask questions of, and to receive answers from, the Company and its representatives concerning the Company and its subsidiaries and the terms and conditions of the purchase of the Shares and to obtain all additional information which the Director Investor or its representatives deems necessary; (vi) in making its decision to purchase the Shares hereby subscribed for, the Director Investor has relied upon independent investigations made by it and, to the extent believed by it to be appropriate, its representatives, including its own professional, financial, tax and other advisors; and (vii) the Director Investor is an "accredited investor" within the meaning of Rule 501 of Regulation D under the Securities Act.

(f) The Director Investor has an understanding of the Company and its business. The Director Investor has been given the opportunity to obtain any additional information or documents (and to ask questions and receive answers about such information and documents) about the Company and its business which the Director Investor deems necessary to evaluate the merits and risks related to its investment in the shares of Common Stock.

7. Covenants of the Company and the Director Investor.

(a) Further Assurances. Each of the parties shall, and shall cause their respective Affiliates under their control to, execute such instruments and take such action as may be reasonably required or desirable to carry out the provisions hereof and the transactions contemplated hereby.

8. Condition Precedent to Closing. The obligations of the Company and the Director Investor to consummate the Closing are subject to the satisfaction or written waiver by both the Company and the Director Investor on or prior to the Closing Date of the following condition:

(i) no laws shall have been adopted or promulgated, and no temporary restraining order, preliminary or permanent injunction or other order issued by a court or other Governmental Body of competent jurisdiction shall be in effect, having the effect of making the

purchase of the Shares by the Director Investor and the other transactions contemplated hereby illegal or otherwise prohibiting consummation thereof.

9. Miscellaneous.

(a) Notices. All notices and other communications required or permitted hereunder shall be in writing and shall be deemed effectively given: (a) upon personal

delivery to the party to be notified; (b) when sent by confirmed facsimile if sent during normal business hours of the recipient, if not, then on the next Business Day, provided that a copy of such notice is also sent via nationally recognized overnight courier, specifying next day delivery, with written verification of receipt; (c) five (5) days after having been sent by registered or certified mail, return receipt requested, postage prepaid; or (d) one (1) Business Day after deposit with a nationally recognized overnight courier, specifying next day delivery, with written verification of receipt. All communications shall be sent to such party's address as set forth below or at such other address as the party shall have furnished to each other party in writing in accordance with this provision:

(1) If to the Company:

Cooper-Standard Holdings Inc.
c/o Cooper-Standard Automotive Inc.
39550 Orchard Hill Place Drive
Novi, MI 48375
Attn: General Counsel
Telecopy: (248) 596-6535

with a copy to:

Simpson Thacher & Bartlett LLP
425 Lexington Avenue
New York, New York 10017
Attn: William E. Curbow
Telecopy: (212) 455-2502

(2) If to the Director Investor:

Leo F. Mullin
710 Fairfield Rd., N.W.
Atlanta, GA 30327
Telecopy: (404) 949-0520

Any party may, by notice given in accordance with this Section 9(a), designate another address or person for receipt of notices hereunder.

(b) Amendment and Waiver.

(i) No failure or delay on the part of any party hereto in exercising any right, power or remedy hereunder shall operate as a waiver thereof, nor shall any single or partial exercise of any such right, power or remedy preclude any other or further exercise thereof or the exercise of any other right, power or remedy. The remedies provided for herein are cumulative and are not exclusive of any remedies that may be available to the parties hereto at law, in equity or otherwise.

(ii) Any amendment, supplement or modification of or to any provision of this Agreement, any waiver of any provision of this Agreement, and any consent to any departure by any party from the terms of any provision of this Agreement, shall be effective

against a party to this Agreement only if it is made or given in writing and signed by such party.

(c) Specific Performance. Each party hereto acknowledges that money damages would not be an adequate remedy in the event that any of the covenants or agreements in this Agreement are not performed in accordance with its terms, and it is therefore agreed that in addition to and without limiting any other remedy or right it may have, the non-breaching party will have the right to an injunction, temporary restraining order or other equitable relief in any court of competent jurisdiction enjoining any such breach and enforcing specifically the terms and provisions hereof.

(d) Headings. The headings in this Agreement are for convenience of reference only and shall not limit or otherwise affect the meaning hereof.

(e) Severability. Whenever possible, each provision of this Agreement shall be interpreted in such manner as to be effective and valid under applicable law, but if any provision of this Agreement is held to be invalid, illegal or unenforceable in any respect under any applicable law or rule in any jurisdiction, such invalidity, illegality or unenforceability shall not affect any other provision or any other jurisdiction, but this Agreement shall be reformed, construed and enforced in such jurisdiction as if such invalid, illegal or unenforceable provision had never been contained herein.

(f) Entire Agreement. Except as otherwise expressly set forth herein, this Agreement together with the Stockholders Agreement and the Registration Rights Agreement embodies the complete agreement and understanding among the parties hereto with respect to the subject matter hereof and supersedes and preempts any prior understandings, agreements or representations by or among the parties, written or oral, that may have related to the subject matter hereof in any way.

(g) Expenses. Each of the parties hereto shall bear its own expenses (including fees and disbursements of counsel, accountants and other experts) incurred by it in connection with the preparation, negotiation, execution, delivery and performance hereof, each of the other documents and instruments executed in connection herewith or contemplated hereby and the consummation of the transactions contemplated hereby and thereby.

(h) GOVERNING LAW; JURISDICTION; WAIVER OF JURY TRIAL. THIS AGREEMENT SHALL BE GOVERNED AND CONSTRUED IN ACCORDANCE WITH THE LAWS OF THE STATE OF NEW YORK APPLICABLE TO AGREEMENTS MADE AND TO BE PERFORMED ENTIRELY WITHIN SUCH STATE. Any claim arising out of or relating to this Agreement may be instituted in Federal or State court in the State of New York (unless personal or subject matter jurisdiction cannot be obtained therein), and each party agrees not to assert, by way of motion, as a defense or otherwise, in any such claim, that it is not

subject personally to the jurisdiction of such court, that the claim is brought in an inconvenient forum, that the venue of the claim is improper or that this Agreement or the subject matter hereof may not be enforced in or by such court. Each party further irrevocably submits to the jurisdiction of such courts in any such claim. Any and all service of process and any other notice in any such claim shall be effective against any party if given personally or by registered or certified mail, return receipt requested, or by any other means of mail that requires a signed receipt, postage prepaid, mailed to such party as herein provided. Nothing herein contained shall be deemed to affect the right of any party to serve process in any manner permitted by law or to commence legal proceedings or otherwise against any other party in any other jurisdiction.

(i) No Recourse. Notwithstanding anything else that may be expressed or implied in this Agreement, the Director Investor hereby covenants, agrees and acknowledges that no recourse under this Agreement or any documents or instruments delivered in connection with

this Agreement or any of the transactions contemplated hereby shall be had against any current or future director, officer, employee, general or limited partner, member or Affiliate (including The Cypress Group L.L.C. and GS Capital Partners 2000, L.P.) of the Company or of any of the foregoing, whether by the enforcement of any assessment or by any legal or equitable proceeding, or by virtue of any statute, regulation or other applicable law, it being expressly agreed and acknowledged that no personal liability whatsoever shall attach to, be imposed on or otherwise be incurred by any current or future officer, agent or employee of the Company or any current or future stockholder of the Company or any current or future director, officer, employee, general or limited partner, member or Affiliate (including The Cypress Group L.L.C. and GS Capital Partners 2000, L.P.) of any of the foregoing, as such, for any obligation of the Company under this Agreement or any documents or instruments delivered in connection with this Agreement or any of the transactions contemplated hereby or for any claim based on, in respect of or by reason of such obligations of the Company or their creation.

(j) Successors and Assigns. This Agreement shall be binding upon and inure to the benefit of the parties and their respective permitted successors and assigns, including Permitted Transferees (as defined in the Stockholders Agreement) of the Director Investor. Unless otherwise specifically provided for herein, this Agreement is not assignable.

(k) Counterparts; Facsimile Signatures. This Agreement may be executed in any number of counterparts, each of which shall be an original, but all of which together shall constitute one instrument. This Agreement may be executed by facsimile signature(s).

[Remainder of page left intentionally blank]

IN WITNESS WHEREOF, the undersigned have executed, or have caused to be executed, this Agreement on the date first written above.

COOPER-STANDARD HOLDINGS INC.

By:

Name:
Title:

Leo F. Mullin

Exhibit A

ASSUMPTION AGREEMENT

Pursuant to the Stockholders Agreement, dated as of December 23, 2004 (the "Stockholders Agreement"), by and among Cooper-Standard Holdings Inc. (f/k/a CSA Acquisition Corp.), a Delaware corporation (the "Company"), and each of the stockholders of the Company whose name appears on the signature pages listed therein (each, a "Stockholder" and collectively, the "Stockholders"), and the Registration Rights Agreement, dated as of December 23, 2004, by and among the Company and the Stockholders, the undersigned hereby

agrees that, having been issued Common Stock and granted stock options to purchase shares of Common Stock, the undersigned hereby agrees to be a party to the Stockholders Agreement and the Registration Rights Agreement and agrees to be bound by the provisions thereof (including with respect to shares of Common Stock issued or options granted following the date hereof), in all cases having the status a Stockholder who is a Director Stockholder . Such agreement shall become effective with respect to any shares of Common Stock hereafter acquired by the undersigned by exercise of options or otherwise. Capitalized terms used but not defined herein shall have the meanings assigned to them in the Stockholders Agreement.

IN WITNESS WHEREOF, the undersigned has executed this Assumption Agreement as of _____ __, 2005.

LEO F. MULLIN

Address:

Telecopy: (___) ___-____

Acknowledged by:

COOPER-STANDARD HOLDINGS INC.

By:

Name:
Title:

2004 CSA ACQUISITION CORP. STOCK INCENTIVE PLAN

NONQUALIFIED STOCK OPTION AGREEMENT

(OUTSIDE DIRECTOR AWARD)

THIS AGREEMENT (the "Agreement"), is made effective as of the __ day of _____, 2005, (hereinafter called the "Date of Grant"), between Cooper-Standard Holdings Inc. (f/k/a CSA Acquisition Corp.), a Delaware corporation (hereinafter called the "Company"), and the individual whose name is set forth on the signature page hereof (hereinafter called the "Participant"):

R E C I T A L S:

WHEREAS, the Company has adopted the 2004 CSA Acquisition Corp. Stock 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 (the "Options") 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. Definitions. Whenever the following terms are used in this Agreement, they shall have the meaning specified below unless the context clearly indicates to the contrary.

(a) "Cause" shall mean (i) the Participant's willful failure to perform duties or directives which is not cured following written notice, (ii) the Participant's commission of a (x) felony or (y) crime involving moral turpitude, (iii) the Participant's willful malfeasance or misconduct which is demonstrably injurious to the Company or its Affiliate, or (iv) material breach by the Participant of any restrictive covenants including, without limitation, any non-compete, non-solicitation or confidentiality provisions, to which the Participant is bound.

(b) "Disability" shall mean 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.

(c) "Option" shall have the meaning specified in Section 2.

(d) "Stockholders Agreement" shall mean the Stockholders Agreement dated as of December 23, 2004 by and among the Company, Cypress Merchant Banking Partners II L.P., Cypress Merchant Banking II C.V., 55th Street Partners II L.P., Cypress Side-By-Side LLC, GS Capital Partners 2000, L.P., GS Capital Partners 2000 Offshore, L.P., GS Capital Partners 2000 GmbH & Co. Beteiligungs KG, GS Capital Partners 2000 Employee Fund, L.P. and Goldman Sachs Direct Investment Fund 2000, L.P. and the persons listed on Annex I thereto.

2. 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, an option (the "Option") to purchase any part or all of an aggregate _____Shares. The purchase price of the Shares subject to the Option shall be $100.00 per

Share (the "Option Price"). The Option is intended to be a non-qualified stock option, and is not intended to be treated as an option that complies with Section 422 of the Internal Revenue Code of 1986, as amended.

3. Vesting.

(a) Subject to Section 4(a) and to the Participant's continued Employment with the Company or its Affiliate, the Option shall vest and become exercisable with respect to twenty percent (20%) of the Shares initially covered by the Option on each of the first, second, third, fourth and fifth anniversaries of the Date of Grant.

(b) Notwithstanding the foregoing, in the event of a Change of Control while the Participant remains in Employment with the Company or its Affiliate, the Option shall, to the extent outstanding and unvested, immediately become fully vested and exercisable.

(c) At any time, the portion of an Option that has become vested and exercisable as described above (or pursuant to Section 3(d) below) is hereinafter referred to as the "Vested Portion".

(d) If the Participant's Employment with the Company and its Affiliates is terminated 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 4(a); provided that in the event of the termination of the Participant's Employment by the Company or its Affiliate without Cause or in the event of a termination of the Participant's Employment due to death or Disability, the Participant shall be deemed vested in any Shares subject to the Option that would otherwise have vested in the calendar year in which such termination of Employment occurs.

4. 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 or Disability,

(iii) 90 days following the date of the Participant's termination of Employment by the Company and its Affiliates without Cause (other than due to the Participant's death or Disability) or due to the Participant's resignation; and

(iv) the date of the Participant's termination of Employment by the Company and its Affiliates for Cause.

(b) Method of Exercise.

(i) Subject to Section 4(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, an Option may be exercised with respect to whole Shares only. Such notice shall specify the number of Shares for which the Option 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 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, 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. No

Participant shall 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 certificates in the Participant's name for such Shares. However, the Company shall not be liable to the Participant for damages relating to any delays in issuing the certificates to him, any loss of the certificates, or any mistakes or errors in the issuance of the certificates or in the

certificates themselves; provided that the Company shall correct any such errors caused by it.

(iv) Subject to Section 7, 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 4(a). Any heir or legatee of the Participant shall take rights herein granted subject to the terms and conditions hereof.

(v) As a condition to exercising an Option, the Participant shall become a party to the Stockholders Agreement, and the Shares acquired upon exercise of the Options shall be subject thereto.

5. 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 such Participant.

6. Legend on Certificates. The certificates representing the Shares purchased by exercise of the Options 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 the Stockholders Agreement.

7. 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.

8. 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.

9. 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.

10. 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 hereto may hereafter designate in writing to the other. Any such notice shall be deemed effective upon receipt thereof by the addressee.

11. Choice of Law. THIS AGREEMENT SHALL BE GOVERNED BY AND CONSTRUED IN ACCORDANCE WITH THE LAWS OF THE STATE OF NEW YORK WITHOUT REGARD TO CONFLICTS OF LAWS.

12. Option Subject to Plan and Stockholders Agreement. By entering into this Agreement the Participant agrees and acknowledges that the Participant has received and read a copy of the Plan and the Stockholders Agreement. The Option is subject to the Plan and the Stockholders Agreement. The terms and provisions of the Plan and the Stockholders Agreement 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 or the Stockholders Agreement, the applicable terms and provisions of the Plan or the Stockholders Agreement, as applicable, will govern and prevail. In the event of a conflict between any term or provision of the Plan and any term or provision of the Stockholders Agreement, the applicable terms and provisions of the Stockholders Agreement will govern and prevail.

13. 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: _____
Name:
Title:

Agreed and acknowledged as
of the date first above written:

Participant:

Appendix A

2004 CSA ACQUISITION CORP. STOCK INCENTIVE PLAN
[Form of] Exercise Notice

Cooper-Standard Holdings Inc.
c/o Cooper-Standard Automotive Inc.
39550 Orchard Hill Place Drive
Novi, MI 48375
Attention: Secretary

1. Exercise of Option. Effective as of today, _____,

20__, the undersigned (the "Participant") hereby elects to exercise the Participant's vested Option to purchase _____ Shares (a number of whole shares) pursuant to the Nonqualified Stock Option Agreement, entered into by and between the Participant and Cooper-Standard Holdings Inc. (f/k/a CSA Acquisition Corp.) dated _____ __, 2005 (the "Agreement"), and the 2004 CSA Acquisition Corp. Stock Incentive Plan (the "Plan"). Capitalized terms not otherwise defined herein shall have the same meanings as in the Plan and the Agreement.

2. Delivery of Purchase Price. The purchase price shall be paid in accordance with Section 4(b)(i) of the Agreement using the following method: _____. Subject to the foregoing sentence and Section 4(b)(i) of the Agreement, to the extent applicable, the Participant herewith delivers to the Company $_____, which represents the aggregate Option Price of the Shares to be purchased pursuant to this Exercise Notice (which aggregate Option Price is equal to the product of (a) the number of Shares to be purchased pursuant to this Exercise Notice, multiplied by (b) the per Share Option Price of $100.00, as set forth in the Agreement).

3. Representations of the Participant. The Participant acknowledges that the Participant has received and read a copy of the Plan and the Agreement and agrees to abide by and be bound by their terms and conditions, including, without limitation, the execution of any collateral agreements. As a condition to this exercise of an Option, the Participant shall become a party to the Stockholders Agreement, and the Shares acquired upon exercise of the Option shall be subject thereto.

4. Successors and Assigns. This Exercise Notice shall be binding on all successors and assigns of the Company and the Participant, including without limitation, the estate of such Participant and the executor, administrator or trustee of such estate, or any receiver or trustee in bankruptcy or representative of the Participant's creditors.

5. Entire Agreement. The Plan and Agreement are incorporated herein by reference. This Exercise Notice, the Plan and the Agreement constitute the entire agreement of the parties with respect to the subject matter hereof.

Submitted by:
PARTICIPANT:

By: _____
Print Name:_____
Address:_____

AMENDMENT TO THE

2004 CSA ACQUISITION CORP.

STOCK INCENTIVE PLAN

(EFFECTIVE AUGUST 5, 2005)

WHEREAS, Cooper-Standard Holdings, Inc. (f/k/a CSA Acquisition Corp.), a Delaware corporation (the "Company"), previously established the 2004 CSA Acquisition Corp. Stock Incentive Plan (the "Plan");

WHEREAS, pursuant to Section 12 of the Plan, the Board of Directors of the Company has determined that it is in the best interests of the Company to amend the Plan as set forth below; and

WHEREAS, pursuant to Section 12 of the Plan, the shareholders of the Company have approved the amendment to the Plan as set forth below.

NOW, THERETOFORE, the Plan shall be amended as set forth below:

1. The first sentence of Section 3 shall be amended to read in its entirety as follows:

"The total number of Shares which may be issued under the Plan is 228,615."