

United States Bankruptcy Court
District of Delaware

Voluntary Petition

Name of Debtor (if individual, enter Last, First, Middle):
Dura Operating Corp.

Name of Joint Debtor (Spouse) (Last, First, Middle):
N/A

All Other Names used by the Debtor in the last 8 years
(include married, maiden, and trade names): Dura Mechanical Components, Inc.; Dura Automotive Systems
Inc.; Shifter Operations; Dura Shifter Holdings Corp.; Excel Industries, Inc.; Dum Industries of Michigan, Inc.; Excel of California,
Inc.; Urethane Technology, Inc.; Dura Real Estate Corp.; Dura Automotive Systems, Inc. Columa Shifter Operations; Dura Automotive
Systems of Tennessee, L.P.; X.E. Co.; Anderson Industries, Inc.; Nyloncraft - Kentucky; Nyloncraft - Indiana; Atwood Mobile
Products - LaGrange Operations; Machine Rite Products

All Other Names used by the Joint Debtor in the last 8 years
(include married, maiden, and trade names):
N/A

Last four digits of Soc. Sec./Complete EIN or other Tax ID No. (if more
than one, state all):
38-2961431

Last four digits of Soc. Sec./Complete EIN or other Tax ID No. (if more
than one, state all):
N/A

Street Address of Debtor (No. & Street, City, and State):
2791 Research Drive, Rochester Hills, MI

Street Address of Joint Debtor (No. & Street, City, and State):
N/A

ZIP CODE 48309-3575

ZIP CODE

County of Residence or of the Principal Place of Business:
Oakland

County of Residence or of the Principal Place of Business:
N/A

Mailing Address of Debtor (if different from street address):

Mailing Address of Joint Debtor (if different from street address):
N/A

ZIP CODE

ZIP CODE

Location of Principal Assets of Business Debtor (if different from street address above):

ZIP CODE

Type of Debtor
(Form of Organization)
(Check one box)

- Individual (includes Joint Debtors)
See Exhibit D on page 2 of this form
Corporation (includes LLC and LLP)
Partnership
Other (if debtor is not one of the above
entities, check this box and state type of
entity below)

Nature of Business
(Check one applicable box)

- Health Care Business
Single Asset Real Estate as defined in
11 U.S.C. § 101 (51B)
Railroad
Stockbroker
Commodity Broker
Clearing Bank
Other: Manufacturing

Chapter of Bankruptcy Code Under Which
the Petition is Filed (Check one box)

- Chapter 7
Chapter 9
Chapter 11
Chapter 12
Chapter 13
Chapter 15 Petition for Recognition
of a Foreign Main Proceeding
Chapter 15 Petition for Recognition
of a Foreign Domain Proceeding

Nature of Debts (Check one box)

- Debts are primarily consumer Debts, defined in 11 U.S.C. § 101 (8) as
"incurred by an individual primarily for a personal, family, or household
purpose"
Debts are primarily business debts

Chapter 11 Debtors

Check one box:

- Debtor is a small business debtor as defined in 11 U.S.C. § 101(51D)
Debtor is not a small business debtor as defined in 11 U.S.C. § 101(51D)
Check if
Debtor's aggregate noncontingent liquidated debts owed to non-insiders or
affiliates are less than \$2 million

Check all applicable boxes:

- A plan is being filed with this petition
Acceptances of the plan were solicited prepetition from one or more classes of
creditors, in accordance with 11 U.S.C. § 1126(b).

Statistical/Administrative Information

- Debtor estimates that funds will be available for distribution to unsecured creditors
Debtor estimates that, after any exempt property is excluded and administrative expenses paid, there will be no funds available for distribution to unsecured
creditors

Table with 11 columns: Estimated Number of Creditors, 1-49, 50-99, 100-199, 200-999, 1,000-5,000, 5,001-10,000, 10,001-25,000, 25,001-50,000, 50,001-100,000, OVER 100,000. Includes checkboxes for each range.

Table with 5 columns: Estimated Assets, \$0 to \$10,000, \$10,000 to \$100,000, \$100,000 to \$1 million, \$1 million to \$100 million, More than \$100 million. Includes checkboxes for each range.

Table with 5 columns: Estimated Liabilities, \$0 to \$50,000, \$50,000 to \$100,000, \$100,000 to \$1 million, \$1 million to \$100 million, More than \$100 million. Includes checkboxes for each range.

THIS SPACE IS FOR COURT
USE ONLY

Voluntary Petition <i>(This page must be completed and filed in every case)</i>		Name of Debtor(s): Dura Operating Corp.	
Prior Bankruptcy Case Filed Within Last 8 Years (If more than one, attach additional sheet)			
Location Where Filed: N/A	Case Number: N/A	Date Filed: N/A	
Pending Bankruptcy Case Filed by any Spouse, Partner or Affiliate of this Debtor (If more than one, attach additional sheet)			
Name of Debtor: See Rider A	Case Number:	Date Filed:	
District:	Relationship:	Judge:	
<p style="text-align: center;">Exhibit A</p> <p>(To be completed if debtor is required to file periodic reports (e.g., forms 10K and 10Q) with the Securities and Exchange Commission pursuant to Section 13 or 15(d) of the Securities Exchange Act of 1934 and is requesting relief under chapter 11)</p> <p><input checked="" type="checkbox"/> Exhibit A is attached and made a part of this petition</p>	<p style="text-align: center;">Exhibit B</p> <p>(To be completed if debtor is an individual whose debts are primarily consumer debts)</p> <p>I, the attorney for the petitioner named in the foregoing petition, declare that I have informed the petitioner that [he or she] may proceed under chapter 7, 11, 12, or 13 of title 11, United States Code, and have explained the relief available under each such chapter</p> <p>I further certify that I delivered to the debtor the notice required by § 342(b) of the Bankruptcy Code</p> <p style="text-align: right;">X _____ Signature of Attorney for Debtor(s) Date</p>		
Exhibit C			
Does the debtor own or have possession of any property that poses or is alleged to pose a threat of imminent and identifiable harm to public health or safety?			
<input type="checkbox"/> Yes, and Exhibit C is attached and made a part of this petition			
<input checked="" type="checkbox"/> No			
Exhibit D			
(To be completed by every individual debtor. If a joint petition is filed, each spouse must complete and attach a separate Exhibit D)			
<input type="checkbox"/> Exhibit D completed and signed by the debtor is attached and part of this petition			
If this is a joint petition:			
<input type="checkbox"/> Exhibit D also completed and signed by the joint debtor is attached and made a part of this petition.			
Information Regarding the Debtor (Check the Applicable Boxes)			
Venue (Check any applicable box)			
<input checked="" type="checkbox"/> Debtor has been domiciled or has had a residence, principal place of business, or principal assets in this District for 180 days immediately preceding the date of this petition or for a longer part of such 180 days than in any other District			
<input type="checkbox"/> There is a bankruptcy case concerning debtor's affiliate, general partner, or partnership pending in this District			
<input type="checkbox"/> Debtor is a debtor in a foreign proceeding and has its principal place of business or principal assets in the United States in this District, or has no principal place of business or assets in the United States but is a defendant in an action or proceeding [in a federal or state court] in this District, or the interests of the parties will be served in regard to the relief sought in this District			
Statement by a Debtor Who Resides as a Tenant of Residential Property			
<i>Check all applicable boxes</i>			
<input type="checkbox"/> Landlord has a judgment against the debtor for possession of debtor's residence (If box checked, complete the following)			
_____ (Name of landlord that obtained judgment)			
_____ (Address of landlord)			
<input type="checkbox"/> Debtor claims that under applicable nonbankruptcy law, there are circumstances under which the debtor would be permitted to cure the entire monetary default that gave rise to the judgment for possession, after the judgment for possession was entered, and			
<input type="checkbox"/> Debtor has included in this petition the deposit with the court of any rent that would become due during the 30-day period after the filing of the petition			

Voluntary Petition
(This page must be completed and filed in every case)

Name of Debtor(s):
Dura Operating Corp.

Signatures

Signature(s) of Debtors(s) (Individual/Joint)

I declare under penalty of perjury that the information provided in this petition is true and correct

[If petitioner is an individual whose debts are primarily consumer debts and has chosen to file under chapter 7] I am aware that I may proceed under chapter 7, 11, 12 or 13 of title 11, United States Code, understand the relief available under each such chapter, and choose to proceed under chapter 7

[If no attorney represents me and no bankruptcy petition preparer signs the petition] I have obtained and read the notice required by § 342(b) of the Bankruptcy Code

I request relief in accordance with the chapter of title 11, United States Code, specified in this petition

X _____
Signature of Debtor

X _____
Signature of Joint Debtor

Telephone Number (If not represented by attorney)

Date

Signature of Foreign Representative

I declare under penalty of perjury that the information provided in this petition is true and correct, that I am the foreign representative of a debtor in a foreign proceeding, and that I am authorized to file this petition

(Check only one box)

I request relief in accordance with chapter 15 of title 11, United States Code. Certified copies of the documents required by § 1515 of title 11 are attached

Pursuant to § 1511 of title 11, United States Code, I request relief in accordance with the chapter of title 11 specified in this petition. A certified copy of the order granting recognition of the foreign main proceeding is attached

X _____
(Signature of Foreign Representative)

(Printed Name of Foreign Representative)

Date

Signature of Attorneys

X _____
Signature of Attorney for Debtor(s)

Signature of Attorney for Debtor(s)

Marc Kieselstein (IL 23619)
Printed Name of Attorney for Debtor(s)

Mark Collins (DE 2981)
Daniel DeFranceschi (DE 2732)
Printed Name of Attorney for Debtor(s)

KIRKLAND & ELLIS LLP
Firm Name

RICHARDS, LAYTON & FINGER, P.A.
Firm Name

200 East Randolph Drive
Address

One Rodney Square,
920 N King Street
P.O. Box 551
Address

Chicago, Illinois 60601

Wilmington, Delaware 19801

(312) 861-2000
Telephone Number

(302) 651-7700
Telephone Number

October 30, 2006
Date

October 30, 2006
Date

Signature of Debtor (Corporation/Partnership)

I declare under penalty of perjury that the information provided in this petition is true and correct, and that I have been authorized to file this petition on behalf of the debtor

The debtor requests relief in accordance with the chapter of title 11, United States Code, specified in this petition.

X _____
Signature of Authorized Individual

Keith Marchando
Printed Name of Authorized Individual

Vice President, Chief Financial Officer and Assistant Secretary
Title of Authorized Individual

October 30, 2006
Date

Signature of Non-Attorney Bankruptcy Petition Preparer

I declare under penalty of perjury that: (1) I am a bankruptcy petition preparer as defined in 11 U.S.C. § 110; (2) I prepared this document for compensation and have provided the debtor with a copy of this document and the notices and information required under 11 U.S.C. §§ 110(b), 110(h), and 342(b); and (3) if rules or guidelines have been promulgated pursuant to 11 U.S.C. § 110(h) setting a maximum fee for services chargeable by bankruptcy petition preparers, I have given the debtor notice of the maximum amount before preparing any document for filing for a debtor or accepting any fee from the debtor, as required in that section. Official Form 19B is attached

Printed Name and title, if any, of Bankruptcy Petition Preparer

Social Security number (If the bankruptcy petition preparer is not an individual, state the Social Security number of the officer, principal, responsible person or partner of the bankruptcy petition preparer) (Required by 11 U.S.C. § 110)

Address

X _____

Date

Signature of Bankruptcy Petition Preparer or officer, principal, responsible person, or partner whose social security number is provided above

Names and Social Security numbers of all other individuals who prepared or assisted in preparing this document unless the bankruptcy petition preparer is not an individual:

If more than one person prepared this document, attach additional sheets conforming to the appropriate official form for each person

A bankruptcy petition preparer's failure to comply with the provisions of title 11 and the Federal Rules of Bankruptcy Procedure may result in fines or imprisonment or both 11 U.S.C. § 110, 18 U.S.C. § 156.

**IN THE UNITED STATES BANKRUPTCY COURT
FOR THE DISTRICT OF DELAWARE**

<p>In re</p> <p>DURA AUTOMOTIVE SYSTEMS, INC., <u>et al.</u>,</p> <p style="text-align: center;">Debtors.</p>	<p>)</p> <p>)</p> <p>)</p> <p>)</p> <p>)</p> <p>)</p> <p>)</p> <p>)</p> <p>)</p>	<p>Chapter 11</p> <p>Case No. 06-_____ (____)</p> <p>Jointly Administered</p>
--	--	--

Rider A

Pending Bankruptcy Cases Filed by Affiliates of the Debtor

On the date hereof, each of the affiliated entities listed below, including the debtor in this chapter 11 case (collectively, the “Debtors”), filed a petition in this Court for relief under chapter 11 of title 11 of the United States Code. Contemporaneously with the filing of their petitions, the Debtors filed a motion requesting that the Court jointly administer their chapter 11 cases for administrative purposes only.

- | | |
|---|---|
| <ul style="list-style-type: none"> Adwest Electronics Inc. Atwood Automotive, Inc. Atwood Mobile Products, Inc. Automotive Aviation Partners, LLC Creation Group Holdings, Inc. Creation Group Transportation, Inc. Creation Group, Inc. Creation Windows, Inc. Creation Windows, LLC Dura Aircraft Operating Company, LLC Dura Automotive Systems Cable Operations, Inc. Dura Automotive Systems of Indiana, Inc. Dura Automotive Systems, Inc. Dura Brake Systems, L.L.C. Dura Cables North LLC Dura Cables South LLC Dura Fremont L.L.C. Dura Gladwin L.L.C. Dura Global Technologies, Inc. Dura G.P. Dura Mancelona L.L.C. | <ul style="list-style-type: none"> Dura Operating Corp. Dura Services L.L.C. Dura Shifter L.L.C. Dura Spicebright, Inc. Kemberly, Inc. Kemberly, LLC Mark I Molded Plastics of Tennessee, Inc. Patent Licensing Clearinghouse L.L.C. Spec-Temp, Inc. Trident Automotive, L.L.C. Trident Automotive, L.P. Universal Tool & Stamping Company, Inc. Dura Automotive Canada ULC Dura Automotive Systems (Canada), Ltd. Dura Canada LP Dura Holdings Canada LP Dura Holdings ULC Dura Ontario, Inc. Dura Operating Canada LP Trident Automotive Canada Co. Trident Automotive Limited |
|---|---|

DURA OPERATING CORP.

RESOLUTIONS OF THE BOARD OF DIRECTORS

As of this 27th day of October, 2006, the members constituting a majority of the votes of a quorum of members of the board of directors (the "Board of Directors") of Dura Operating Corp., a Delaware corporation (the "Corporation"), took the following actions and adopted and consented to the following resolutions:

WHEREAS, the Board of Directors reviewed the materials presented by the management and the financial and legal advisors of the Corporation regarding the liabilities and liquidity situation of the Corporation, the strategic alternatives available to the Corporation, and the impact of the foregoing on the Corporation's businesses; and

WHEREAS, the Board of Directors has had the opportunity to consult with the management and the financial and legal advisors of the Corporation and fully consider each of the strategic alternatives available to the Corporation.

I. Voluntary Petition Under the Provisions of Chapter 11 of Title 11 of the United States Code.

NOW, THEREFORE, BE IT RESOLVED THAT: In the judgment of the Board of Directors, it is desirable and in the best interests of the Corporation, its creditors, stockholders, and other parties in interest, that the Corporation file or cause to be filed voluntary petitions for relief under the provisions of chapter 11 of title 11 of the United States Code;

BE IT FURTHER RESOLVED THAT: Each of the Chief Executive Officer, President, Chief Financial Officer, any Vice President, Secretary, Assistant Secretary, Chief Financial Officer, Treasurer of the Corporation, and such other officers as may be designated by the Chief Executive Officer or President (collectively, the "Authorized Officers"), acting alone or with one or more other Authorized Officers, be, and hereby is, authorized and empowered to execute and file on behalf of the Corporation all petitions, schedules, lists and other papers or documents, and to take any and all action that they deem necessary or proper to obtain such relief;

BE IT FURTHER RESOLVED THAT: Each of the Authorized Officers, acting alone or with one or more other Authorized Officers, be, and hereby is, authorized and directed to employ the law firm of Kirkland & Ellis LLP as general bankruptcy counsel to represent and assist the Corporation in carrying out its duties under title 11 of the United States Code, and to take any and all actions to advance the Corporation's rights and

obligations, including filing any pleadings; and in connection therewith, each of the Authorized Officers, acting alone or with one or more other Authorized Officers, be, and hereby is, authorized and directed to execute appropriate retention agreements, pay appropriate retainers prior to and immediately upon filing of the chapter 11 case, and to cause to be filed an appropriate application for authority to retain the services of Kirkland & Ellis LLP;

BE IT FURTHER RESOLVED THAT: Each of the Authorized Officers, acting alone or with one or more other Authorized Officers, be, and hereby is, authorized and directed to employ the law firm of Richards, Layton & Finger, P.A. as local counsel to represent and assist the Corporation in carrying out its duties under title 11 of the United States Code, and to take any and all actions to advance the Corporation's rights and obligations, including filing any pleadings; and in connection therewith, each of the Authorized Officers, acting alone or with one or more other Authorized Officers, be, and hereby is, authorized and directed to execute appropriate retention agreements, pay appropriate retainers prior to and immediately upon the filing of the chapter 11 case, and cause to be filed an appropriate applications for authority to retain the services of Richards, Layton & Finger, P.A.;

BE IT FURTHER RESOLVED THAT: Each of the Authorized Officers, acting alone or with one or more other Authorized Officers, be, and hereby is, authorized and directed to employ the law firm of Togut, Segal & Segal LLP as conflicts counsel to represent and assist the Corporation in carrying out its duties under title 11 of the United States Code, and to take any and all actions to advance the Corporation's rights and obligations, including filing any pleadings; and in connection therewith, each of the Authorized Officers, acting alone or with one or more other Authorized Officers, be, and hereby is, authorized and directed to execute appropriate retention agreements, pay appropriate retainers prior to and immediately upon the filing of the chapter 11 case, and cause to be filed an appropriate applications for authority to retain the services of Togut, Segal & Segal LLP;

BE IT FURTHER RESOLVED THAT: Each of the Authorized Officers, acting alone or with one or more other Authorized Officers, be, and hereby is, authorized and directed to employ the firm of Miller Buckfire & Co., LLC as investment bankers to represent and assist the Corporation in carrying out its duties under title 11 of the United States Code, and to take any and all actions to advance the Corporation's rights and obligations; and in connection therewith, each of the Authorized Officers, acting

alone or with one or more other Authorized Officers, be, and hereby is, authorized and directed to execute appropriate retention agreements, pay appropriate retainers prior to and immediately upon the filing of the chapter 11 case, and to cause to be filed appropriate applications for authority to retain the services of Miller Buckfire & Co., LLC;

BE IT FURTHER RESOLVED THAT: Each of the Authorized Officers, acting alone or with one or more other Authorized Officers, be, and hereby is, authorized and directed to employ the firm of Glass & Associates Inc. as financial advisors to represent and assist the Corporation in carrying out its duties under title 11 of the United States Code, and to take any and all actions to advance the Corporation's rights and obligations; and in connection therewith, each of the Authorized Officers, acting alone or with one or more other Authorized Officers, be, and hereby is, authorized and directed to execute appropriate retention agreements, pay appropriate retainers prior to and immediately upon the filing of the chapter 11 case, and to cause to be filed appropriate applications for authority to retain the services of Glass & Associates Inc.;

BE IT FURTHER RESOLVED THAT: Each of the Authorized Officers, acting alone or with one or more other Authorized Officers, be, and hereby is, authorized and directed to employ the law firm of Baker & McKenzie as special counsel to represent and assist the Corporation in carrying out its duties under title 11 of the United States Code, and to take any and all actions to advance the Corporation's rights and obligations; and in connection therewith, each of the Authorized Officers, acting alone or with one or more other Authorized Officers, be, and hereby is, authorized and directed to execute appropriate retention agreements, pay appropriate retainers prior to and immediately upon the filing of the chapter 11 case, and to cause to be filed appropriate applications for authority to retain the services of Baker & McKenzie;

BE IT FURTHER RESOLVED THAT: Each of the Authorized Officers, acting alone or with one or more other Authorized Officers, be, and hereby is, authorized and directed to employ the firm of Kurtzman Carson Consultants LLC as notice and claims agent to represent and assist the Corporation in carrying out its duties under title 11 of the United States Code, and to take any and all actions to advance the Corporation's rights and obligations; and in connection therewith, each of the Authorized Officers, acting alone or with one or more other Authorized Officers, be, and hereby is, authorized and directed to execute

appropriate retention agreements, pay appropriate retainers prior to and immediately upon the filing of the chapter 11 case, and to cause to be filed appropriate applications for authority to retain the services of Kurtzman Carson Consultants LLC;

BE IT FURTHER RESOLVED THAT: Each of the Authorized Officers, acting alone or with one or more other Authorized Officers, be, and hereby is, authorized and directed to employ the firm of Brunswick Group LLC as corporate communications consultants to represent and assist the Corporation in carrying out its duties under title 11 of the United States Code, and to take any and all actions to advance the Corporation's rights and obligations; and in connection therewith, each of the Authorized Officers, acting alone or with one or more other Authorized Officers, be, and hereby is, authorized and directed to execute appropriate retention agreements, pay appropriate retainers prior to and immediately upon the filing of the chapter 11 case, and to cause to be filed appropriate applications for authority to retain the services of Brunswick Group LLC; and

BE IT FURTHER RESOLVED THAT: Each of the Authorized Officers, acting alone or with one or more other Authorized Officers, be, and hereby is, authorized and directed to employ any other professionals to assist the Corporation in carrying out its duties under title 11 of the United States Code; and in connection therewith, each of the Authorized Officers, acting alone or with one or more other Authorized Officers, be, and hereby is, authorized and directed to execute appropriate retention agreements, pay appropriate retainers prior to or immediately upon the filing of the chapter 11 case and to cause to be filed an appropriate application for authority to retain the services of any other professionals as necessary.

II. Senior Secured Super-Priority Debtor In Possession Revolving Credit and Guaranty Agreement

BE IT FURTHER RESOLVED THAT: The form, terms and provisions of the Senior Secured Super-Priority Debtor In Possession Revolving Credit and Guaranty Agreement (the "Revolving Credit Agreement"), dated as of on or about October 30, 2006, by and among Dura Operating Corp., a Delaware corporation (the "Borrower"), a debtor and debtor-in-possession in a case pending under Chapter 11 of the Bankruptcy Code, Dura Automotive Systems, Inc. (the "Holdings"), a Delaware corporation which is the parent of the Borrower and certain subsidiaries of the Holdings and the Borrower signatory thereto (each a "Guarantor" and collectively, the "Guarantors"), each of

which Guarantor is a debtor and debtor-in-possession in a case pending under Chapter 11 of the Bankruptcy Code (the cases of the Borrower and the Guarantors, each a Chapter 11 "Case" and collectively, the Chapter 11 "Cases"), Goldman Sachs Credit Partners L.P. as Sole Bookrunner (in such capacity as "Sole Bookrunner"), Joint Lead Arranger (in such capacity as "GSCP"), Documentation Agent (in such capacity, the "Documentation Agent") and Syndication Agent (in such capacity as "Syndication Agent"), and Barclays Capital ("Barclays") as Joint Lead Arranger (Barclays and GSCP referred to collectively as "Joint Lead Arrangers"), General Electric Capital Corporation as Administrative Agent (in such capacity, the "Administrative Agent") and Collateral Agent (in such capacity, the "Collateral Agent") for the Lenders (as hereinafter defined) and each of the other financial institutions from time to time party thereto (collectively, the "Lenders") and the Corporation's performance of its obligations under the Revolving Credit Agreement, including the incurrence of indebtedness thereunder, be, and hereby are, in all respects, approved; and further resolved, that the form, terms and provisions of each of the instruments and documents listed below (together with the Agreement, collectively, the "Revolving Loan Documents"), are hereby in all respects approved, and the Corporation's performance of its obligations under the Revolving Loan Documents be, and hereby are, in all respects approved, and that each of the Chief Executive Officer, President, Chief Financial Officer, any Vice President, Secretary, Assistant Secretary, Acting Assistant Secretary, Chief Financial Officer, Treasurer of the Corporation, and such other officers as may be designated by the Chief Executive Officer or President (collectively, the "Authorized Officers"), acting alone or with one or more other Authorized Officers be, and hereby is, authorized and empowered to execute and deliver the Revolving Credit Agreement, and each of the Revolving Loan Documents, in the name and on behalf of the Corporation under its corporate seal or otherwise, substantially in the forms reviewed by one or more Authorized Officers, with such changes therein and modifications and amendments thereto as any Authorized Officer or Officers may in his or their sole discretion approve, which approval shall be conclusively evidenced by his or their execution thereof:

- (i) the Notes;
- (ii) the Revolving Credit Agreement Pledge and Security Agreement, together with such agreements, assignments or instruments (including affidavits, financing statements, notices, reaffirmations, stock powers and amendments and

restatements of existing documents) as may be requested by the Administrative Agent or Collateral Agent;

- (iii) the Intercreditor Agreement;
- (iv) any Foreign Collateral Documents;
- (v) any (A) copyright security agreement, (B) patent security agreement and (C) trademark security agreement, together with any amendments thereof, such security agreements, notices, financing statements, tax affidavits, and other instruments as the Administrative Agent or Collateral Agent may reasonably request or as may be necessary or appropriate to create, preserve and perfect the Liens purported to be required pursuant to the Credit Documents to be created in the Collateral as collateral security for the payment of obligations, advances, debts or liabilities related to the Corporation's obligations;
- (vi) a mortgage or deed of trust, if any, on each piece of parcel property owned by the Corporation and a leasehold mortgage, if any, on each parcel of real property leased by the Corporation;
- (vii) such other instruments, certificates, notices, assignments and documents as may be requested by the Administrative Agent or Collateral Agent;
- (viii) such forms of Deposit Account Control Agreements, Landlord Personal Property Collateral Access Agreements, landlord waivers, officer's certificates and compliance certificates as may be required by the Revolving Credit Agreement or any other Revolving Loan Document; and
- (ix) each other Revolving Loan Document to which the Corporation is a party; and
- (x) each other Credit Document (as defined in the Revolving Credit Agreement) to which the Corporation is a party.

BE IT FURTHER RESOLVED THAT: The Board of Directors hereby authorizes the Corporation to grant liens and security interests in and to all of the Corporation's assets of whatever kind in favor of the Administrative Agent and/or Collateral Agent as to collateral to secure the obligations in the Revolving Credit Agreement and the Revolving Loan Documents and the Board of Directors hereby authorizes the Administrative Agent and/or Collateral Agent to file any financing statements

(including financing statements describing the collateral as “all assets”, “all personal property” or with word of similar import), assignments for security or other documents in the name of the Corporation as may be necessary or desirable to perfect the security interests granted to the Lenders in the Revolving Loan Documents;

BE IT FURTHER RESOLVED THAT: Each of the Authorized Officers be, and hereby is, authorized and empowered to take all such further actions including, without limitation, to pay all fees and expenses, in accordance with the terms of the Revolving Loan Documents, to arrange for and enter into supplemental agreements, amendments, instruments, certificates or documents relating to the transactions contemplated by the Revolving Credit Agreement or any of the other Revolving Loan Documents and to execute and deliver all such supplemental agreements, amendments, instruments, certificates or documents in the name and on behalf of the Corporation under its corporate seal or otherwise, which shall in their sole judgment be necessary, proper or advisable in order to perform the Corporation’s obligations under or in connection with the Revolving Credit Agreement or any of the other Revolving Loan Documents and the transactions contemplated therein, and to carry out fully the intent of the foregoing resolutions;

BE IT FURTHER RESOLVED THAT: Each of the Authorized Officers be, and hereby is, authorized and empowered to execute and deliver any amendments, amendment and restatements, supplements, modifications, renewals, replacements, consolidations, substitutions and extensions of the Revolving Credit Agreement or any of the Revolving Loan Documents which shall in their sole judgment be necessary, proper or advisable;

BE IT FURTHER RESOLVED THAT: All acts and actions taken by the Authorized Officers prior to the date hereof with respect to the transactions contemplated by the Revolving Credit Agreement and any of the other Revolving Loan Documents be, and hereby are, in all respects confirmed, approved and ratified;

BE IT FURTHER RESOLVED THAT: All capitalized terms used in the resolutions under the caption “SUPER-PRIORITY DEBTOR IN POSSESSION REVOLVING CREDIT AND GUARANTY AGREEMENT” and not otherwise defined herein shall have the meanings ascribed to such terms in the Revolving Credit Agreement.

III. Senior Secured Super-Priority Debtor In Possession Term Credit and Guaranty Agreement

BE IT FURTHER RESOLVED THAT: The form, terms and provisions of the Senior Secured Super-Priority Debtor In Possession Term Credit and Guaranty Agreement (the "Term Credit Agreement"), dated as of on or about October 30, 2006, by and among Dura Operating Corp., a Delaware corporation (the "Borrower"), a debtor and debtor-in-possession in a case pending under Chapter 11 of the Bankruptcy Code, Dura Automotive Systems, Inc. (the "Holdings"), a Delaware corporation which is the parent of the Borrower and certain subsidiaries of the Holdings and the Borrower signatory thereto (each a "Guarantor" and collectively, the "Guarantors"), each of which Guarantor is a debtor and debtor-in-possession in a case pending under Chapter 11 of the Bankruptcy Code (the cases of the Borrower and the Guarantors, each a Chapter 11 "Case" and collectively, the Chapter 11 "Cases"), Goldman Sachs Credit Partners L.P. as Sole Bookrunner, (in such capacity, the "Sole Bookrunner"), Administrative Agent (in such capacity, the "Administrative Agent"), Collateral Agent (in such capacity, the "Collateral Agent") for the Lenders (as hereinafter defined), and Syndication Agent (in such capacity as "Syndication Agent"), Joint Lead Arranger (in such capacity, "GSCP") and Barclays Capital ("Barclays") as Joint Lead Arranger (Barclays and GSCP referred to collectively, as "Joint Lead Arrangers") and Documentation Agent (in such capacity, "Documentation Agent"), and each of the other financial institutions from time to time party thereto (collectively, the "Lenders") and the Corporation's performance of its obligations under the Term Credit Agreement, including the incurrence of indebtedness thereunder, be, and hereby are, in all respects, approved; and further resolved, that the form, terms and provisions of each of the instruments and documents listed below (together with the Agreement, collectively, the "Term Loan Documents"), are hereby in all respects approved, and the Corporation's performance of its obligations under the Term Loan Documents be, and hereby are, in all respects approved, and that each of the Chief Executive Officer, President, Chief Financial Officer, any Vice President, Secretary, Assistant Secretary, Acting Assistant Secretary, Chief Financial Officer, Treasurer of the Corporation, and such other officers as may be designated by the Chief Executive Officer or President (collectively, the "Authorized Officers"), acting alone or with one or more other Authorized Officers be, and hereby is, authorized and empowered to execute and deliver the Term Credit Agreement, and each of the Term Loan Documents, in the name and on behalf of the Corporation under its corporate seal or otherwise, substantially in the forms

reviewed by one or more Authorized Officers, with such changes therein and modifications and amendments thereto as any Authorized Officer or Officers may in his or their sole discretion approve, which approval shall be conclusively evidenced by his or their execution thereof:

- (i) the Notes;
- (ii) the Term Credit Agreement Pledge and Security Agreement, together with such agreements, assignments or instruments (including affidavits, financing statements, notices, reaffirmations, stock powers and amendments and restatements of existing documents) as may be requested by the Collateral Agent or Administrative Agent;
- (iii) the Intercreditor Agreement;
- (iv) any Foreign Collateral Documents;
- (v) any (A) copyright security agreement, (B) patent security agreement and (C) trademark security agreement, together with any amendments thereof, such security agreements, notices, financing statements, tax affidavits, and other instruments as the Collateral Agent or Administrative Agent may reasonably request or as may be necessary or appropriate to create, preserve and perfect the Liens purported to be required pursuant to the Credit Documents to be created in the Collateral as collateral security for the payment of obligations, advances, debts or liabilities related to the Corporation's obligations;
- (vi) a mortgage or deed of trust, if any, on each piece of parcel property owned by the Corporation and a leasehold mortgage, if any, on each parcel of real property leased by the Corporation;
- (vii) such other instruments, certificates, notices, assignments and documents as may be requested by the Collateral Agent or the Administrative Agent;
- (viii) such forms of deposit Account Control agreements, Landlord Personal Property Collateral Access Agreements, landlord waivers, officer's certificates and compliance certificates as may be required by the Term Credit Agreement or any other Term Loan Document;

- (ix) each other Term Loan Document to which the Corporation is a party; and
- (x) each other Credit Document (as such term is defined in the Term Credit Agreement) to which the Corporation is a party.

BE IT FURTHER RESOLVED THAT: The Board of Directors hereby authorizes the Corporation to grant liens and security interests in and to all of the Corporation's assets of whatever kind in favor of the Administrative Agent and/or Collateral Agent as to collateral to secure the obligations in the Term Credit Agreement and the Term Loan Documents and the Board of Directors hereby authorizes the Administrative Agent and/or Collateral Agent to file any financing statements (including financing statements describing the collateral as "all assets", "all personal property" or with word of similar import), assignments for security or other documents in the name of the Corporation as may be necessary or desirable to perfect the security interests granted to the Lenders in the Term Loan Documents;

BE IT FURTHER RESOLVED THAT: Each of the Authorized Officers be, and hereby is, authorized and empowered to take all such further actions including, without limitation, to pay all fees and expenses, in accordance with the terms of the Term Loan Documents, to arrange for and enter into supplemental agreements, amendments, instruments, certificates or documents relating to the transactions contemplated by the Term Loan Agreement or any of the other Term Loan Documents and to execute and deliver all such supplemental agreements, amendments, instruments, certificates or documents in the name and on behalf of the Corporation under its corporate seal or otherwise, which shall in their sole judgment be necessary, proper or advisable in order to perform the Corporation's obligations under or in connection with the Term Loan Agreement or any of the other Term Loan Documents and the transactions contemplated therein, and to carry out fully the intent of the foregoing resolutions;

BE IT FURTHER RESOLVED THAT: Each of the Authorized Officers be, and hereby is, authorized and empowered to execute and deliver any amendments, amendment and restatements supplements, modifications, renewals, replacements, consolidations, substitutions and extensions of the Term Loan Agreement or any of the Term Loan Documents which shall in their sole judgment be necessary, proper or advisable;

BE IT FURTHER RESOLVED THAT: All acts and actions taken by the Authorized Officers prior to the date hereof with respect to the transactions contemplated by the Term Loan Agreement and any of the other Term Loan Documents be, and hereby are, in all respects confirmed, approved and ratified;

BE IT FURTHER RESOLVED THAT: All capitalized terms used in the resolutions under the caption "SUPER-PRIORITY DEBTOR IN POSSESSION TERM CREDIT AND GUARANTY AGREEMENT" and not otherwise defined herein shall have the meanings ascribed to such terms in the Term Loan Agreement.

IV. Further Actions and Prior Actions.

BE IT FURTHER RESOLVED THAT: Each of the Authorized Officers, acting alone or with one or more other Authorized Officers, be, and hereby is, authorized and empowered for, in the name of and on behalf of the Corporation to take or cause to be taken any and all such other and further action, and to execute, acknowledge, deliver and file any and all such instruments as each, in his/her discretion, may deem necessary or advisable in order to carry out the purpose and intent of the foregoing resolutions; and

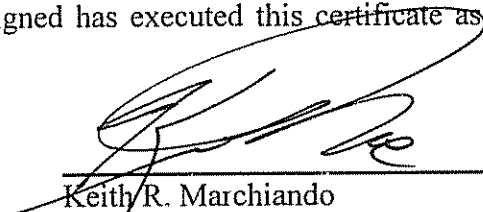
BE IT FURTHER RESOLVED THAT: All acts, actions and transactions relating to the matters contemplated by the foregoing resolutions done in the name of and on behalf of the Corporation, which acts would have been approved by the foregoing resolutions except that such acts were taken before these resolutions were certified, are hereby in all respects approved and ratified.

CERTIFICATE

The undersigned, Keith R. Marchiando, Vice President of Dura Operating Corp. (the "Corporation"), hereby certifies as follows:

1. I am the duly qualified and elected Vice President and, as such, I am familiar with the facts herein certified and I am duly authorized to certify same on behalf of the Corporation.
2. Attached hereto is a true, complete and correct copy of the resolutions of the Board of Directors of the Corporation, duly adopted at a properly convened meeting of the Board of Directors on October 27, 2006, by a majority of the votes of the quorum of directors there present, in accordance with the by-laws of the Corporation.
3. Such resolutions have not been amended, altered, annulled, rescinded or revoked and is in full force and effect as of the date hereof. There exists no other subsequent resolution of the Board of Directors of the Corporation relating to the matters set forth in the resolutions attached hereto.

IN WITNESS WHEREOF, the undersigned has executed this certificate as of the 30th day of October, 2006.



Keith R. Marchiando
Vice President of Dura Operating Corp.

**IN THE UNITED STATES BANKRUPTCY COURT
FOR THE DISTRICT OF DELAWARE**

<p>In re</p> <p>DURA AUTOMOTIVE SYSTEMS, INC., et al.,¹</p> <p style="text-align: center;">Debtors.¹</p>	<p>)</p> <p>)</p> <p>)</p> <p>)</p> <p>)</p> <p>)</p> <p>)</p> <p>)</p> <p>)</p>	<p>Chapter 11</p> <p>Case No. 06-_____ (____)</p> <p>Jointly Administered</p>
---	--	--

**CONSOLIDATED LIST OF CREDITORS
HOLDING 30 LARGEST UNSECURED CLAIMS**

The debtor in this chapter 11 case and certain affiliated entities (collectively, the “Debtors”) each filed a petition in this Court on the date hereof for relief under chapter 11 of title 11 of the United States Code. Contemporaneously with the filing of their petitions, the Debtors filed a motion requesting, among other things, authority to file a consolidated list of the 30 largest unsecured creditors (the “Top 30 List”) in lieu of separate lists of each Debtor’s 30 largest unsecured creditors. Attached to the petition of Dura Operating Corp., and the Affidavit Of Keith Marchiando Pursuant To Rule 1007-2 of the Federal Rules of Bankruptcy Procedure (the “Bankruptcy Rules”), is the Top 30 List which is based on the Debtors’ books and records as of approximately October 12, 2006. The Top 30 List was prepared in accordance with Bankruptcy Rule 1007(d) for filing in the Debtors’ chapter 11 cases. The Top 30 List does not include: (1) persons who come within the definition of “insider” set forth in 11 U.S.C. § 101 or (2) secured creditors, unless the value of the collateral is such that the unsecured deficiency places the creditor among the holders of the 30 largest unsecured claims. The information presented in the Top 30 List shall not constitute an admission by the Debtors nor is it binding on Debtors. The Debtors reserve all rights to challenge the priority, nature, amount or status of any claim or debt.

(1) Name of Creditor and Complete Mailing Address Including Zip Code	(2) Name, Telephone Number and Complete Mailing Address, Including Zip Code, of Employee, Agent or Department of Credit Familiar with Claim	(3) Nature of Claim (trade debt, bank loan government contracts, etc.)	(4) Amount of Claim (if secured also state value of security)
US Bank Corporate Trust Services 60 Livingston Ave. EP-MN-WS3C St Paul, MN 55107	Richard Prokosch Phone: 651-495-3918 Fax: 651-495-8097 E-mail: Richard.prokosch@usbank.com	9% Senior Subordinated Notes	\$523,530,000 US

¹ The Debtors in these proceedings are: Adwest Electronics Inc., Atwood Automotive, Inc., Atwood Mobile Products, Inc., Automotive Aviation Partners, LLC, Creation Group Holdings, Inc., Creation Group Transportation, Inc., Creation Group, Inc., Creation Windows, Inc., Creation Windows, LLC, Dura Aircraft Operating Company, LLC, Dura Automotive Canada ULC, Dura Automotive Systems (Canada), Ltd., Dura Automotive Systems Cable Operations, Inc., Dura Automotive Systems of Indiana, Inc., Dura Automotive Systems, Inc., Dura Brake Systems, L.L.C., Dura Cables North L.L.C., Dura Cables South L.L.C., Dura Canada LP, Dura Fremont L.L.C., Dura Gladwin L.L.C., Dura Global Technologies, Inc., Dura G.P., Dura Holdings Canada LP, Dura Holdings ULC, Dura Mancelona L.L.C., Dura Ontario, Inc., Dura Operating Canada LP, Dura Operating Corp., Dura Services L.L.C., Dura Shifter L.L.C., Dura Spicebright, Inc., Kemberly, Inc., Kemberly, LLC, Mark I Molded Plastics of Tennessee, Inc., Patent Licensing Clearinghouse L.L.C., Spec-Temp, Inc., Trident Automotive Canada Co., Trident Automotive, L.L.C., Trident Automotive, L.P., Trident Automotive Limited, and Universal Tool & Stamping Company, Inc.

(1) Name of Creditor and Complete Mailing Address Including Zip Code	(2) Name, Telephone Number and Complete Mailing Address, Including Zip Code, of Employee, Agent or Department of Credit Familiar with Claim	(3) Nature of Claim (trade debt, bank loan government contracts, etc.)	(4) Amount of Claim (if secured also state value of security)
BNY Midwest Trust Company 2 N LaSalle St Suite 1020 Chicago, IL 60602	Roxanne J Ellwanger Phone: 312-827-8574 Fax: 312-827-8542 E-mail: rellwanger@bankofny.com	8 625% Senior Unsecured Notes	\$400,000.000 US
JP Morgan Trust Company Institutional Trust Service 227 W Monroe, Suite 2600 Chicago, IL 60606	Sharon K. McGrath Phone: 402-496-1960 Fax: 402-496-2014 E-mail: sharon.k.mcgrath@jpmorgan.com	7 5% Convertible Subordinated Debentures	\$55,250,000 US
Johnson Electric North America 47660 Halyard Dr. Plymouth, MI 48170	Jessi Lamb Doug Eberle Doug Stange Phone: 734-392-5451 Fax: 734-392-5480 Alt Fax: 734-392-5388 Alt Fax 2: 734-392-5386	Trade	\$3,258,156 69
ACH Glass 17333 Federal Drive, Suite 230 Allen Park, MI 48101	Dave Thompson Steve Ewing Phone: 313-755-3735 Fax: 313-755-2285 Alt Fax: 918-254-4528	Trade	\$2,200,817 17
HS Spring Group 25 Worchester Rd Toronto, Ontario M9W 1K9 Canada 3805 Business Park Dr Louisville, KY 40213	Kerry Pursley Paul Law Pamela Collins Phone: 416-675-9072 Alt Phone: 502-962-6464 Fax: 416-675-9074 Alt Fax: 502-962-6410	Trade	\$1,969,900 20
Ready Rivet and Fastener Ltd 170 Hollinger Crescent Kitchner, Ontario N2K 2Z3 Canada	Dan Collins Phone: 519-745-6119 Fax: 519-745-9453	Trade	\$1,877,979 30
MakSteel 7615 Torbram Rd Mississauga, Ontario L4T 4A8 CANADA	Norm Trudeau Bill Cooke Phone: 905-671-3000 x 2255 Fax: 905-673-4976 Alt Fax: 905-673-4937 Alt Fax 2: 905-678-6755	Trade	\$949,700 53
ACH Vidriocar Calle Miguel Catalán # 420 Parque Industrial Río Bravo Juarez, Chihuahua 32700 MEXICO	Mr Armando Galindo Phone: 526-566-295-153 Fax: 595-021-501-617	Trade	\$ 837,881 86
Thompson IG, LLC 3196 Thompson Road Fenton, MI 48430	Chris DeSonia Debbie Scultz Phone: 810-629-9558 Fax: 810-629-0041 Alt Fax: 810-629-8031	Trade	\$782,031 81
Fastco Industries, Inc. 2685 Mullins Ave NW PO Box 141427 Grand Rapids, MI 49544	Craig Gill Marti Archibald Phone: 616-453-5428 Fax: 616-791-0481 Alt Fax: 616-791-2383 Alt Fax2: 616-453-2490	Trade	\$623,113 44

(1) Name of Creditor and Complete Mailing Address Including Zip Code	(2) Name, Telephone Number and Complete Mailing Address, Including Zip Code, of Employee, Agent or Department of Credit Familiar with Claim	(3) Nature of Claim (trade debt, bank loan government contracts, etc.)	(4) Amount of Claim (if secured also state value of security)
Astro Shapes, Inc. 65 Main Street P O Box 2 Struthers, OH 44471	Terri Michaud Alison Ritchie Phone: 330-755-1414 Fax: 330-755-3641 Alt Fax: 330-755-2233	Trade	\$581,593 50
Technical Services, Inc 57006 241 st Street Ames, IA 50010	Martin Simpson Phone: 525-232-3188 Fax: 515-232-2953	Trade	\$540,704 25
Young Technology Inc 332 Commerce Drive Carol Stream, IL 60188	Eric Luhrs John Wenstrup Phone: 630-690-4320 x 20 Fax: 630-690-9487 E-mail: sales@ytinc.com	Trade	\$ 527,091 49
Royal Plastics, Inc 3765 Quincy Street Hudsonville, MI 49426	Perry Franco Phone: 616-667-4155 Alt Phone: 616-669-3393 Fax: 616-896-0290 Alt Fax: 616-896-0295 E-mail: durarfq@royal-plastics.com	Trade	\$525,362 26
Worthington Steel 200 Old Wilson Bridge Rd Columbus, OH 43085	Tom Grabowski John Cummings Phone: 614-438-3210 Alt Phone 734-374-3285 Fax: 614-840-3706 Alt Fax: 734-374-3264 E-mail: rjluca@worthingtonindustries.com Fred Benner Phone: 219-929-4074 E-mail: fdbenner@worthingtonindustries.com	Trade	\$500,232 37
Camcar Textron CDN 87 Disco Rd Rexdale, Ontario M9W 6K2 Canada	Andrew Chubb Brian Erickson Phone: 800-268-4806 Fax: 416-675-3762 E-mail: duraus@tfs.textron.com	Trade	\$495,869 59
White-Rogers P O Box 93638 Chicago, IL 60673	Debbie Schmidt Phone: 870-793-3855 Fax: 870-793-1822	Trade	\$463,291 94
Kilbank Metal Turning & Forming Inc 4 BARRIE BLVD ST THOMAS, ONTARIO N5P4B9 CANADA	Donna Dyson Steve Smith Phone: 519-631-4470 Fax: 519-631-3152 E-mail: ssmith@kilbank.com	Trade	\$460,115 32
PPG Industries One PPG Place Pittsburgh, PA 15272	Karen Blaylock Jason Skeen Phone: 412-434-3131 Fax: 419-526-7487 Alt Fax: 412-434-4291 E-mail: skeen@ppg.com	Trade	\$441,408 41

(1) Name of Creditor and Complete Mailing Address Including Zip Code	(2) Name, Telephone Number and Complete Mailing Address, Including Zip Code, of Employee, Agent or Department of Credit Familiar with Claim	(3) Nature of Claim (trade debt, bank loan government contracts, etc.)	(4) Amount of Claim (if secured also state value of security)
AGC Automotive Americas 1 Auto Glass Drive PO Box 5000 Elizabethtown, KY42701 28850 Cabot Drive, Suite 1100 Novi, MI 48377	Darryl Mezigian Phone: 270-765-8295 Alt Phone: 248-324-5062 Fax: 270-769-8295 Alt Fax: 248-324-1045 E-mail: dmezigian@us.agc-automotive.com	Trade	\$426,018 58
Sturgis Molded Products 70343 Clark Street PO Box 246 Sturgis, MI 49091 1950 Clark Street Sturgis, MI 49092	Rejean Schragg Pam Kain Phone: 1-800-572-1786 Fax: 269-651-4072 E-mail: sales@smpco.com	Trade	\$406,473 47
Freedom Technologies, Corp 10370 Citation Drive, Suite 200 Brighton, MI 48116	John Piatek Phone: 810-227-3737 Fax: 810-227-3909	Trade	\$373,596 16
Carthage Wire Mill 1225 East Central Avenue Carthage, MO 64836	Christian Lupo Phone: 1-800-527-1786 Fax: 314-567-7334	Trade	\$358,129 65
Indalex Aluminum Solutions 75 Tri-State International, Ste 450 Lincolnshire, IL 60069	Pat Wooley Connie Shinuald Phone: 847-810-3000 Alt Phone: 866-576-0146 Fax: 847-295-3851 Alt Fax: 330-545-5992	Trade	\$353,787 93
McLaughlin Metal Sales Co 12898 Pennridge Dr. Bridgeton, MO 63044	Wilson Allee Dan Gutos Phone: 314-567-8585 Alt Phone: 417-358-8131 Fax: 314-567-7334 Alt Fax: 417-358-4805 E-mail: dan.gutos@leggett.com	Trade	\$338,998 00
Orchid Automation 331 Alden Road Markham, ON L3R3L4 Canada	Mr Darrell Corkum Phone: 615-661-4300 Fax: 615-661-4359	Trade	\$338,005 69
Ford Motor Company P O Box 6248 Dearborn, MI 48126	Steve Martin Jennifer Zinn Office of General Counsel Phone: 313-322-3000 x 9798 Fax: 313-845-4089	Trade	\$337,542 98
SAIA - Burgess North America 801 Scholz Drive, Vandalia, OH 45377	Ron Rogers Chris Mullins Phone: 937-454-2345 Alt Phone: 919-380-2255 Fax: 937-898-8624 Alt Fax: 919-481-3496 E-mail: DuraOnline@saia-burgess.com	Trade	\$336,283 41

(1) Name of Creditor and Complete Mailing Address Including Zip Code	(2) Name, Telephone Number and Complete Mailing Address, Including Zip Code, of Employee, Agent or Department of Credit Familiar with Claim	(3) Nature of Claim (trade debt, bank loan government contracts, etc.)	(4) Amount of Claim (if secured also state value of security)
Pilkington-Clinton Plant 11700 Tecumseh-Clinton Road Clinton, MI 49236	Terrance Gallagher Pat Gallagher Phone: 517-456-2167 Fax: 517-456-4242 Alt Fax: 419-247-3821 E-mail: patrick.gallagher@us.pilkington.com	Trade	\$332,499.67

[REMAINDER OF PAGE INTENTIONALLY LEFT BLANK]

**IN THE UNITED STATES BANKRUPTCY COURT
FOR THE DISTRICT OF DELAWARE**

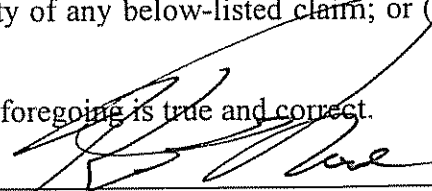
<p>In re</p> <p>DURA AUTOMOTIVE SYSTEMS, INC., <u>et al.</u>,¹</p> <p>Debtors.</p>	<p>)</p> <p>) Chapter 11</p> <p>)</p> <p>) Case No. 06-_____()</p> <p>)</p> <p>) Jointly Administered</p> <p>)</p> <p>)</p> <p>)</p>
--	---

AFFIDAVIT CONCERNING CONSOLIDATED MASTER CREDITORS LIST

The undersigned, a duly authorized officer of Dura Operating Corp., a Delaware Corporation (the "Debtor" and together with certain affiliated entities that have filed petitions in this Court on the date hereof for relief under chapter 11 of title 11 of the United States Code, the "Debtors"), hereby state on oath that the master creditors list, electronically filed contemporaneously herewith, as best as could be ascertained after diligent inquiry, is a full and complete list of all creditors and parties with whom the Debtors conduct business, including their mailing addresses (the "Master Creditors List"). The Debtors will update the Master Creditors List as more information becomes available. To the extent practicable, the Master Creditors List complies with Local Rule 1007-2 of the Local Rules of Bankruptcy Practice and Procedure of the United States Bankruptcy Court for the District of Delaware.

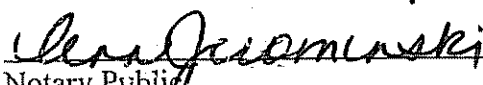
The information contained herein is based upon a review of the Debtors' books and records. However, no comprehensive legal or factual investigation with regard to possible defenses to any claims set forth in this document have been completed. Therefore, this listing does not and should not be deemed to constitute: (1) a waiver of any defense to any below-listed claim; (2) an acknowledgement of the allowability of any below-listed claim; or (3) a waiver of any other right or legal position of the Debtors.

I declare under penalty of perjury that the foregoing is true and correct.



 Keith Marchiando
 Vice President, Chief Financial Officer and
 Assistant Secretary

SUBSCRIBED and SWORN to before
me this 09th day of October, 2006


 Notary Public

ANN JEROMINSKI
 Notary Public - State of Delaware
 My Comm. Expires Feb. 14, 2008

¹ The Debtors in these proceedings are: Adwest Electronics Inc., Atwood Automotive, Inc., Atwood Mobile Products, Inc., Automotive Aviation Partners L.L.C., Creation Group Holdings, Inc., Creation Group Transportation, Inc., Creation Group, Inc., Creation Windows, Inc., Creation Windows, L.L.C., Dura Aircraft Operating Company, L.L.C., Dura Automotive Canada U.L.C., Dura Automotive Systems (Canada), Ltd., Dura Automotive Systems Cable Operations, Inc., Dura Automotive Systems of Indiana, Inc., Dura Automotive Systems, Inc., Dura Brake Systems, L.L.C., Dura Cables North L.L.C., Dura Cables South L.L.C., Dura Canada LP, Dura Fremont L.L.C., Dura Gladwin L.L.C., Dura Global Technologies, Inc., Dura G.P., Dura Holdings Canada LP, Dura Holdings U.L.C., Dura Mancelona L.L.C., Dura Ontario, Inc., Dura Operating Canada LP, Dura Operating Corp., Dura Services L.L.C., Dura Shifter L.L.C., Dura Spicebright, Inc., Kemberly, Inc., Kemberly, L.L.C., Mark 1 Molded Plastics of Tennessee, Inc., Patent Licensing Clearinghouse L.L.C., Spec-Temp, Inc., Trident Automotive Canada Co., Trident Automotive, L.L.C., Trident Automotive, I.P., Trident Automotive Limited, and Universal Tool & Stamping Company, Inc.

Penalty for making a false statement or concealing property:
 Fine of up to \$500,000 or imprisonment for up to 5 years or both. 18 U.S.C. §§ 152 and 3571.

**IN THE UNITED STATES BANKRUPTCY COURT
FOR THE DISTRICT OF DELAWARE**

<p>In re</p> <p>DURA AUTOMOTIVE SYSTEMS, INC., <u>et al.</u>,¹</p> <p style="padding-left: 40px;">Debtors.</p>	<p>)</p> <p>)</p> <p>)</p> <p>)</p> <p>)</p> <p>)</p> <p>)</p> <p>)</p>	<p>Chapter 11</p> <p>Case No. 06-_____ (____)</p> <p>Jointly Administered</p>
--	---	--

LIST OF EQUITY SECURITY HOLDERS
Dura Operating Corp., a Delaware Corporation

The Equity Security holder(s) of the Debtor in this chapter 11 case are:

Name and last known address or place of business of holder	Security Class	Percentage of Ownership
Dura Automotive Systems, Inc 2791 Research Drive Rochester Hills, MI 48309	Common	100%

¹ The Debtors in these proceedings are: Advest Electronics Inc, Atwood Automotive, Inc., Atwood Mobile Products, Inc., Automotive Aviation Partners, LLC, Creation Group Holdings, Inc, Creation Group Transportation, Inc., Creation Group, Inc., Creation Windows, Inc., Creation Windows, LLC, Dura Aircraft Operating Company, LLC, Dura Automotive Canada ULC, Dura Automotive Systems (Canada), Ltd, Dura Automotive Systems Cable Operations, Inc, Dura Automotive Systems of Indiana, Inc., Dura Automotive Systems, Inc, Dura Brake Systems, L.L.C., Dura Cables North LLC, Dura Cables South LLC, Dura Canada LP, Dura Fremont L.L.C., Dura Gladwin L.L.C., Dura Global Technologies, Inc., Dura G.P., Dura Holdings Canada LP, Dura Holdings ULC, Dura Mancelona L.L.C., Dura Ontario, Inc., Dura Operating Canada LP, Dura Operating Corp, Dura Services L.L.C., Dura Shifter L.L.C., Dura Spicebright, Inc, Kemberly, Inc., Kemberly, LLC, Mark I Molded Plastics of Tennessee, Inc., Patent Licensing Clearinghouse L.L.C., Spec-Temp, Inc., Trident Automotive Canada Co., Trident Automotive, L.L.C., Trident Automotive, L.P., Trident Automotive Limited, and Universal Tool & Stamping Company, Inc

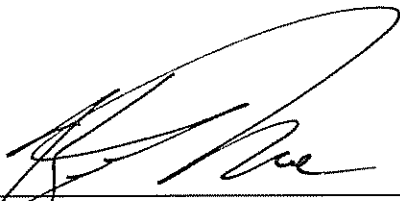
**IN THE UNITED STATES BANKRUPTCY COURT
FOR THE DISTRICT OF DELAWARE**

<p>In re</p> <p>DURA AUTOMOTIVE SYSTEMS, INC., <u>et al.</u>,¹</p> <p style="text-align: center;">Debtors.</p>	<p>)</p> <p>)</p> <p>)</p> <p>)</p> <p>)</p> <p>)</p> <p>)</p> <p>)</p> <p>)</p> <p>)</p>	<p>Chapter 11</p> <p>Case No. 06-_____ ()</p> <p>Jointly Administered</p>
--	---	---

DECLARATION REGARDING LIST OF EQUITY SECURITY HOLDERS

I, Keith Marchiando, Vice President, Chief Financial Officer and Assistant Secretary of Dura Operating Corp., a Delaware Corporation, declare under penalty of perjury that I have read the List of Equity Security Holders submitted herewith and that it is true and correct to the best of my information and belief and will be supplemented to the extent additional information regarding equity security holders becomes available.

Dated: October 30, 2006



 Keith Marchiando
 Vice President, Chief Financial Officer and
 Assistant Secretary

¹ The Debtors in these proceedings are: Adwest Electronics Inc., Atwood Automotive, Inc., Atwood Mobile Products, Inc., Automotive Aviation Partners, LLC, Creation Group Holdings, Inc., Creation Group Transportation, Inc., Creation Group, Inc., Creation Windows, Inc., Creation Windows, LLC, Dura Aircraft Operating Company, LLC, Dura Automotive Canada LLC, Dura Automotive Systems (Canada), Ltd., Dura Automotive Systems Cable Operations, Inc., Dura Automotive Systems of Indiana, Inc., Dura Automotive Systems, Inc., Dura Brake Systems, I, L.C., Dura Cables North LLC, Dura Cables South LLC, Dura Canada LP, Dura Fremont I, L.C., Dura Gladwin L.L.C., Dura Global Technologies, Inc., Dura GP, Dura Holdings Canada LP, Dura Holdings ULC, Dura Mancelona L.L.C., Dura Ontario, Inc., Dura Operating Canada LP, Dura Operating Corp., Dura Services L.L.C., Dura Shifter L.L.C., Dura Spicebright, Inc., Kemberly, Inc., Kemberly, LLC, Mark I Molded Plastics of Tennessee, Inc., Patent Licensing Clearinghouse L.L.C., Spec-Temp, Inc., Trident Automotive Canada Co., Trident Automotive, L.L.C., Trident Automotive, LP, Trident Automotive Limited, and Universal Tool & Stamping Company, Inc.

Penalty for making a false statement or concealing property:
 Fine of up to \$500,000 or imprisonment for up to 5 years or both. 18 U.S.C. §§ 152 and 3571.

**IN THE UNITED STATES BANKRUPTCY COURT
FOR THE DISTRICT OF DELAWARE**

In re

**DURA AUTOMOTIVE SYSTEMS,
INC., et al.,¹**

Debtors.

)
) **Chapter 11**
)
) **Case No. 06-_____()**
)
) **Jointly Administered**
)
)
)

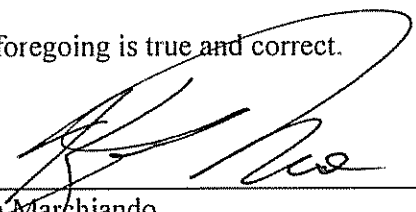
**DECLARATION REGARDING CONSOLIDATED LIST OF
CREDITORS HOLDING 30 LARGEST UNSECURED CLAIMS**

The Debtors in this Chapter 11 case and certain affiliated entities (collectively, the "Debtors") each filed a petition in this court on or about the date hereof for relief under Chapter 11 of the United States Bankruptcy Code. The consolidated list of creditors holding 30 largest unsecured claims, submitted herewith, is complete and to the best of my knowledge correct and consistent with the Debtors' books and records.

The information contained herein is based upon a review of the Debtors' books and records. However, no comprehensive legal or factual investigation with regard to the accuracy of the information or possible defenses to the claims has been pursued. Therefore, this listing does not stand and should not be deemed to constitute: (1) an acknowledgement of the accuracy of the identity of any such creditor or the amount of such claim of any particular claim holder; (2) an acknowledgement of the allowability of any listed claim; or (3) waiver of any right or legal position of the Debtor.

I declare under penalty of perjury that the foregoing is true and correct.

Dated: October 30, 2006



Keith Marchiando
Vice President, Chief Financial Officer and
Assistant Secretary

¹ The Debtors in these proceedings are: Adwest Electronics Inc., Atwood Automotive Inc., Atwood Mobile Products Inc., Automotive Aviation Partners LLC, Creation Group Holdings, Inc., Creation Group Transportation, Inc., Creation Group, Inc., Creation Windows, Inc., Creation Windows, LLC, Dura Aircraft Operating Company LLC, Dura Automotive Canada ULC, Dura Automotive Systems (Canada), Ltd., Dura Automotive Systems Cable Operations, Inc., Dura Automotive Systems of Indiana, Inc., Dura Automotive Systems, Inc., Dura Brake Systems, L.L.C., Dura Cables North LLC, Dura Cables South LLC, Dura Canada LP, Dura Fremont L.L.C., Dura Gladwin L.L.C., Dura Global Technologies, Inc., Dura G.P., Dura Holdings Canada LP, Dura Holdings ULC, Dura Mancelona L.L.C., Dura Ontario, Inc., Dura Operating Canada LP, Dura Operating Corp., Dura Services L.L.C., Dura Shifter L.L.C., Dura Spiccbright, Inc., Kimberly Inc., Kimberly, LLC, Mark I Molded Plastics of Tennessee, Inc., Patent Licensing Clearinghouse L.L.C., Spec-Temp Inc., Trident Automotive Canada Co., Trident Automotive, L.L.C., Trident Automotive L.P., Trident Automotive Limited, and Universal Tool & Stamping Company, Inc.

Penalty for making a false statement or concealing property:

Fine of up to \$500,000 or imprisonment for up to 5 years or both. 18 U.S.C. §§ 152 and 3571.