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

Form 10-Q

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

For the quarterly period ended March 31, 2015

OR

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

For the transition period from __________to __________

Commission file number 001-34365

COMMERCIAL VEHICLE GROUP, INC.
(Exact name of Registrant as specified in its charter)

Delaware **(State or other jurisdiction of incorporation or organization)**	**41-1990662** **(I.R.S. Employer Identification No.)**
7800 Walton Parkway **New Albany, Ohio** **(Address of principal executive offices)**	**43054** **(Zip Code)**

(614) 289-5360
(Registrant's telephone number, including area code)

Not Applicable
(Former name, former address and former fiscal year, if changed since last report)

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

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

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

Large accelerated filer ☐	Accelerated filer ☒

Non-accelerated filer ☐ (Do not check if a smaller reporting company) Smaller reporting company ☐

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

The number of shares outstanding of the Registrant's common stock, par value $.01 per share, at March 31, 2015 was 30,026,360 shares.

COMMERCIAL VEHICLE GROUP, INC. AND SUBSIDIARIES
QUARTERLY REPORT ON FORM 10-Q

PART I FINANCIAL INFORMATION	
ITEM 1 – FINANCIAL STATEMENTS	1
CONDENSED CONSOLIDATED BALANCE SHEETS (UNAUDITED)	1
CONDENSED CONSOLIDATED STATEMENTS OF OPERATIONS (UNAUDITED)	2
CONDENSED CONSOLIDATED STATEMENTS OF COMPREHENSIVE INCOME (LOSS) (UNAUDITED)	3
CONDENSED CONSOLIDATED STATEMENTS OF STOCKHOLDERS' EQUITY (UNAUDITED)	4
CONDENSED CONSOLIDATED STATEMENTS OF CASH FLOWS (UNAUDITED)	5
NOTES TO CONDENSED CONSOLIDATED FINANCIAL STATEMENTS (UNAUDITED)	6
ITEM 2 – MANAGEMENT'S DISCUSSION AND ANALYSIS OF FINANCIAL CONDITION AND RESULTS OF OPERATIONS	20
ITEM 3 – QUANTITATIVE AND QUALITATIVE DISCLOSURES ABOUT MARKET RISK	28
ITEM 4 – CONTROLS AND PROCEDURES	28
Part II. OTHER ITEMS	30
ITEM 1 Legal Proceedings	30
ITEM 1A Risk Factors	30
ITEM 2 Unregistered Sales of Equity Securities and Use of Proceeds	30
ITEM 6 Exhibits	31
SIGNATURE	32

Table of Contents

ITEM 1 – FINANCIAL STATEMENTS

COMMERCIAL VEHICLE GROUP, INC. AND SUBSIDIARIES
CONDENSED CONSOLIDATED BALANCE SHEETS

	March 31, 2015	December 31, 2014
	(Unaudited)	(Unaudited)
	(In thousands, except share and per share amounts)	
Assets		
Current Assets:		
Cash	$ 81,187	$ 70,091
Accounts receivable, net of allowances of $2,610 and $2,808, respectively	157,155	139,912
Inventories	81,322	83,776
Deferred income taxes	9,288	9,142
Other current assets	7,831	6,351
Total current assets	336,783	309,272
Property, plant and equipment, net of accumulated depreciation of $126,297 and $123,831, respectively	71,414	73,462
Goodwill	8,150	8,056
Intangible assets, net of accumulated amortization of $5,964 and $5,613, respectively	18,305	18,589
Deferred income taxes	22,135	23,234
Other assets, net	9,003	9,400
Total assets	$ 465,790	$ 442,013
Liabilities and Stockholders' Equity		
Current Liabilities:		
Accounts payable	$ 87,429	$ 70,826
Accrued liabilities	42,527	36,686
Total current liabilities	129,956	107,512
Long-term debt	250,000	250,000
Pension and other post-retirement benefits	22,531	23,356
Other long-term liabilities	3,156	2,309
Total liabilities	405,643	383,177
Stockholders' Equity:		
Preferred stock: $0.01 par value, 5,000,000 shares authorized; no shares issued and outstanding	—	—
Common stock: $0.01 par value, 60,000,000 shares authorized; 29,148,504 shares issued and outstanding	296	296
Treasury stock purchased from employees; 779,484 shares	(6,622)	(6,622)
Additional paid-in capital	232,572	231,907
Retained loss	(125,900)	(129,492)
Accumulated other comprehensive loss	(40,235)	(37,288)
Total CVG stockholders' equity	60,111	58,801
Non-controlling interest	36	35
Total stockholders' equity	60,147	58,836
Total liabilities and stockholders' equity	$ 465,790	$ 442,013

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

Table of Contents

COMMERCIAL VEHICLE GROUP, INC. AND SUBSIDIARIES
CONDENSED CONSOLIDATED STATEMENTS OF OPERATIONS

	Three Months Ended March 31,	
	2015	2014
	(Unaudited)	(Unaudited)
	(In thousands, except per share amounts)	
Revenues	$ 220,303	$ 198,071
Cost of Revenues	191,229	173,767
Gross Profit	29,074	24,304
Selling, General and Administrative Expenses	17,540	18,472
Amortization Expense	336	384
Operating Income	11,198	5,448
Interest and Other Expense	5,097	5,108
Income Before Provision for Income Taxes	6,101	340
Provision for Income Taxes	2,508	848
Net Income (Loss)	3,593	(508)
Less: Non-controlling interest in subsidiary's income (loss)	1	(2)
Net Income (Loss) Attributable to CVG Stockholders	$ 3,592	$ (506)
Earnings (Loss) per Common Share:		
Basic and Diluted	$ 0.12	$ (0.02)
Weighted Average Shares Outstanding:		
Basic	29,149	28,860
Diluted	29,206	28,860

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

Table of Contents

COMMERCIAL VEHICLE GROUP, INC. AND SUBSIDIARIES
CONDENSED CONSOLIDATED STATEMENTS OF COMPREHENSIVE INCOME (LOSS)

	Three Months Ended March 31,	
	2015 (Unaudited)	2014 (Unaudited)
	(In thousands)	
Net income (loss)	$ 3,593	$ (508)
Other comprehensive (loss) income:		
Foreign currency exchange translation adjustments	(3,008)	487
Minimum pension liability, net of tax	61	—
Other comprehensive (loss) income	(2,947)	487
Comprehensive income (loss)	$ 646	$ (21)
Less: Comprehensive income (loss) attributed to noncontrolling interests	1	(2)
Comprehensive income (loss) attributable to CVG stockholders	$ 645	$ (19)

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

Table of Contents

COMMERCIAL VEHICLE GROUP, INC. AND SUBSIDIARIES
CONDENSED CONSOLIDATED STATEMENTS OF STOCKHOLDERS' EQUITY

	Common Stock		Treasury	Additional		Accum. Other	Total CVG Stockholders'	Non-Controlling	
	Shares	Amount	Stock	Paid-In Capital	Retained Deficit	Comp. Loss	Equity	Interest	Total
	(Unaudited) (In thousands, except share data)								
BALANCE — December 31, 2014	**29,148,504**	**$ 296**	**$(6,622)**	**$231,907**	**$(129,492)**	**$ (37,288)**	**$ 58,801**	**$ 35**	**$58,836**
Share-based compensation expense	—	—	—	665	—	—	665	—	665
Total comprehensive income (loss)	—	—	—	—	3,592	(2,947)	645	1	646
BALANCE — March 31, 2015	**29,148,504**	**$ 296**	**$(6,622)**	**$232,572**	**$(125,900)**	**$ (40,235)**	**$ 60,111**	**$ 36**	**$60,147**

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

COMMERCIAL VEHICLE GROUP, INC. AND SUBSIDIARIES
CONDENSED CONSOLIDATED STATEMENTS OF CASH FLOWS

	Three Months Ended March 31,	
	2015	2014
	(Unaudited)	(Unaudited)
	(In thousands)	
Cash Flows from Operating Activities:		
Net Income (Loss)	$ 3,593	$ (508)
Adjustments to reconcile net income (loss) to cash provided by operating activities:		
Depreciation and amortization	4,478	4,337
Provision for doubtful accounts	825	1,507
Noncash amortization of debt financing costs	223	223
Pension plan contribution	(640)	(658)
Impairment of property, plant and equipment	—	738
Shared-based compensation expense	665	501
Loss on sale of assets	108	17
Deferred income taxes	2,094	120
Noncash loss (gain) on forward currency exchange contracts	161	(82)
Change in other operating items:		
Accounts receivable	(19,211)	(18,930)
Inventories	1,340	(2,332)
Accounts payable	17,197	11,405
Other operating activities, net	5,161	4,957
Net cash provided by operating activities	15,994	1,295
Cash Flows from Investing Activities:		
Purchases of property, plant and equipment	(2,710)	(1,475)
Proceeds from disposal/sale of property, plant and equipment	60	11
Premium payments for life insurance	(39)	—
Net cash used in investing activities	(2,689)	(1,464)
Cash Flows from Financing Activities:		
Proceeds from borrowings against life insurance	—	1,041
Net cash provided by financing activities	—	1,041
Effect of Foreign Currency Exchange Rate Changes on Cash	(2,209)	381
Net Increase in Cash	11,096	1,253
Cash:		
Beginning of period	70,091	72,695
End of period	$ 81,187	$ 73,948
Supplemental Cash Flow Information:		
Cash paid for interest	$ 43	$ 21
Cash paid for income taxes, net	$ 661	$ 328
Unpaid purchases of property and equipment included in accounts payable	$ 209	$ 680

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

COMMERCIAL VEHICLE GROUP, INC. AND SUBSIDIARIES

NOTES TO CONDENSED CONSOLIDATED FINANCIAL STATEMENTS (UNAUDITED)

1. Description of Business and Basis of Presentation

Commercial Vehicle Group, Inc. is a Delaware (USA) corporation. We were formed as a privately-held company in August 2000. We became a publicly held company in 2004. The company and its subsidiaries (the "Company" or "CVG") is a leading supplier of a full range of cab related products and systems for the global commercial vehicle market, including the medium-and heavy-duty truck ("MD / HD Truck") market, the medium-and heavy-duty construction vehicle market, and the military, bus, agriculture, specialty transportation, mining, industrial equipment and off-road recreational markets.

The Company has manufacturing operations in the United States, Mexico, United Kingdom, Czech Republic, Ukraine, China, India and Australia. Our products are primarily sold in North America, Europe, and the Asia/Pacific region.

Our products include seats and seating systems ("Seats"); trim systems and components ("Trim"); cab structures, sleeper boxes, body panels and structural components; mirrors, wipers and controls; and electronic wire harness and panel assemblies specifically designed for applications in commercial vehicles.

We are differentiated from automotive industry suppliers by our ability to manufacture low volume, customized products on a sequenced basis to meet the requirements of our customers. We believe our products are used by a majority of the North American MD / HD Truck and certain leading global construction and agriculture original equipment manufacturers ("OEMs"), which we believe creates an opportunity to cross-sell our products.

We have prepared the condensed consolidated financial statements included herein, without audit, pursuant to the rules and regulations of the United States Securities and Exchange Commission ("SEC"). The information furnished in the condensed consolidated financial statements includes normal recurring adjustments and reflects all adjustments, which are, in the opinion of management, necessary for a fair presentation of the results of operations and statements of financial position for the interim periods presented. Certain information and footnote disclosures normally included in the consolidated financial statements prepared in accordance with accounting principles generally accepted in the United States of America ("U.S. GAAP") have been condensed or omitted pursuant to such rules and regulations. We believe that the disclosures are adequate to make the information presented not misleading when read in conjunction with our fiscal 2014 consolidated financial statements and the notes thereto included in Part II, Item 8 of our Annual Report on Form 10-K as filed with the SEC on March 16, 2015. Unless otherwise indicated, all amounts are in thousands, except per share amounts.

Segments

Operating segments are defined as components of an enterprise that are evaluated regularly by the Company's chief operating decision maker ("CODM"). The Company's CODM is its President and Chief Executive Officer. In the fourth quarter of 2014, two reportable segments were established: the Global Truck and Bus Segment ("GTB Segment") and the Global Construction and Agriculture Segment ("GCA Segment"). Each of these segments consists of a number of manufacturing facilities. Generally, the facilities in the GTB Segment manufacture and sell Seats, Trim, wipers, mirrors, structures and other products into the MD / HD Truck and bus markets. Generally, the facilities in the GCA Segment manufacture and sell wire harnesses, Seats and other products into the construction and agriculture markets. Both segments participate in the aftermarket. Certain of our manufacturing facilities manufacture and sell products through both of our segments. Each manufacturing facility that sells products through both segments is reflected in the financial results of the segment that has the greatest amount of sales from that manufacturing facility. Our segments are more specifically described below.

The GTB Segment manufactures and sells the following products:

- Seats; Trim; sleeper boxes; and cab structures, structural components and body panels. These products are sold primarily to the MD / HD Truck markets in North America;
- Seats to the truck and bus markets in Asia Pacific and Europe;
- Mirrors and wiper systems to the truck, bus, agriculture, construction, rail and military markets in North America;
- Trim to the recreational and specialty vehicle market in North America; and
- Aftermarket seats and components into North America.

The GCA Segment manufactures and sells the following products:

- Electronic wire harness assemblies, and Seats for commercial, construction, agricultural, industrial, automotive and mining industries in North America, Europe and Asia Pacific;
- Aftermarket seats and components in Europe and Asia Pacific;
- Office seating in Europe and Asia Pacific;
- Seats to the truck and bus markets in Asia Pacific and Europe; and
- Wiper systems to the construction and agriculture markets in Europe.

Corporate expenses consist of certain overhead and shared costs that are not directly attributable to the operations of a segment. Some of these costs that are for the benefit of the operations are allocated based on a combination of methodologies consistent with 2014 allocations. Inter-segment eliminations are also captured in corporate.

2. Recently Issued Accounting Pronouncements

In April 2015, the Financial Accounting Standards Board ("FASB") issued Accounting Standards Update ("ASU") No. 2015-03, "*Simplifying the Presentation of Debt Issuance Costs"* . This standard amends existing guidance to require the presentation of debt issuance cost in the balance sheet as a deduction from the carrying amount of the related debt liability instead of a deferred charge. It is effective for annual reporting periods beginning after December 15, 2015, but early adoption is permitted. The Company does not believe the pronouncement will have a material impact on the Company's financials and will implement the pronouncement beginning in the period after December 15, 2015.

In August 2014, the FASB issued ASU No. 2014-15, *"Presentation of Financial Statements-Going Concern (Topic 205-40)* " ("ASU 2014-15"). Under the standard, management is required to evaluate for each annual and interim reporting period whether it is probable that the entity will not be able to meet its obligations as they become due within one year after the date that financial statements are issued, or are available to be issued, where applicable. ASU 2014-15 is effective for fiscal years, and interim periods within those years, beginning after December 15, 2016, and early adoption is permitted. The Company does not believe that the pronouncement will have a material impact on the Company's financial statements and will implement the pronouncement beginning in the period after December 15, 2016.

In May 2014, the FASB issued ASU No. 2014-09, " *Revenue from Contracts with Customers"* , which supersedes the revenue recognition requirements in Topic 605, Revenue Recognition, including most industry-specific revenue recognition guidance throughout the Industry Topics of the Codification. In addition, ASU 2014-09 supersedes the cost guidance in Subtopic 605-35, Revenue Recognition—Construction-Type and Production-Type Contracts, and creates new Subtopic 340-40, Other Assets and Deferred Costs—Contracts with Customers. In summary, the core principle of Topic 605 is to recognize revenue when promised goods or services are transferred to customers in an amount that reflects the consideration that is expected to be received for those goods or services. The amendments in ASU 2014-09 are effective for annual reporting periods beginning after December 15, 2017, including interim periods within that reporting period, and early application is not permitted. Therefore the amendments in ASU 2014-09 will become effective for us in the period after December 15, 2017. The Company is currently assessing the impact of implementing the new guidance.

3. Fair Value Measurement

Fair value is the price that would be received from selling an asset or paid to transfer a liability in an orderly transaction between market participants at the measurement date. Fair value is estimated by applying the following hierarchy, which prioritizes the inputs used to measure fair value into three levels and bases the categorization within the hierarchy upon the lowest level of input that is available and significant to the fair value measurement:

Level 1 – Unadjusted quoted prices in active markets for identical assets and liabilities.

Level 2 – Observable inputs other than those included in Level 1. For example, quoted prices for similar assets or liabilities in active markets or quoted prices for identical assets or liabilities in inactive markets.

Level 3 – Unobservable inputs reflecting management's own assumptions about the inputs used in pricing the asset or liability.

The fair values of our derivative assets and liabilities are categorized as follows (in thousands):

	March 31, 2015				December 31, 2014			
	Total	Level 1	Level 2	Level 3	Total	Level 1	Level 2	Level 3
Derivative assets [1]	$211	$ —	$ 211	$ —	$232	$ —	$ 232	$ —
Derivative liabilities [1]	$700	$ —	$ 700	$ —	$562	$ —	$ 562	$ —

[1] Based on observable market transactions of spot and forward rates.

Our derivative assets and liabilities represent foreign exchange contracts that are measured at fair value using observable market inputs such as forward rates. Based on these inputs, the derivative assets and liabilities are classified as Level 2.

Our financial instruments consist of cash, accounts receivable, accounts payable, accrued liabilities and our revolving credit facility. The carrying value of these instruments approximates fair value as a result of the short duration of such instruments or due to the variability of interest cost associated with such instruments.

The carrying amounts and fair values of our long-term debt obligations are as follows (in thousands):

	March 31, 2015		December 31, 2014	
	Carrying Amount	Fair Value	Carrying Amount	Fair Value
Long-term debt	$250,000	$259,375	$250,000	$257,500

The following methods were used to estimate the fair value of each class of financial instruments:

Long-term debt. The fair value of long-term debt obligations is based on quoted market prices, when available. Based on these inputs, our long-term debt is classified as Level 1.

There were no fair value measurements of our long-lived assets and definite-lived intangible assets measured on a non-recurring basis as of March 31, 2015. There were no fair value measurements of our long-lived assets and definite-lived intangible assets measured on a non-recurring basis as of March 31, 2014, except for an impairment of $0.8 million recognized for Norwalk land and building assets based on the selling price of $0.6 million in the executed sales agreement. The impairment was recorded in cost of sales in the Income Statement. The assets are classified as Level 2.

4. Stockholders' Equity

Common Stock — Our authorized capital stock consists of 60,000,000 shares of common stock with a par value of $0.01 per share; 29,148,504 shares issued and outstanding as of March 31, 2015.

Preferred Stock — Our authorized capital stock consists of 5,000,000 shares of preferred stock with a par value of $0.01 per share; no preferred shares outstanding as of March 31, 2015.

Earnings Per Share — Basic earnings per share is determined by dividing net income by the weighted average number of common shares outstanding during the period. Diluted earnings per share, and all other diluted per share amounts presented, is determined by dividing net income by the weighted average number of common shares and potential common shares outstanding during the period as determined by the Treasury Stock Method. Potential common shares are included in the diluted earnings per share calculation when dilutive. Diluted earnings per share for the three months ended March 31, 2015 and 2014 includes the effects of potential common shares consisting of restricted stock and common stock issuable upon exercise of outstanding stock options when dilutive.

	Three Months Ended March 31, 2015	2014
Net income (loss) attributable to common stockholders — basic and diluted	$ 3,592	$ (506)
Weighted average number of common shares outstanding	29,149	28,860
Dilutive effect of restricted stock grants	57	—
Dilutive shares outstanding	29,206	28,860
Basic income (loss) per share attributable to common stockholders	$ 0.12	$ (0.02)
Diluted income (loss) per share attributable to common stockholders	$ 0.12	$ (0.02)

For the three months ended March 31, 2015, there were 20 thousand outstanding restricted stock having an antidilutive effect. For the three months ended March 31, 2014, diluted earnings per share did not include 141 thousand of outstanding stock options and 857 thousand of outstanding restricted stock as the effect would have been antidilutive. The stock options expired in October 2014.

Dividends — We have not declared or paid any cash dividends in the past. The terms of the Loan and Security Agreement (as described below in Note 11) restrict the payment or distribution of our cash or other assets, including cash dividend payments.

5. Share-Based Compensation

Restricted Stock Awards – Restricted stock awards are a grant of shares of common stock that may not be sold, encumbered or disposed of, and that may be forfeited in the event of certain terminations of employment, prior to the end of a restricted period set by the Compensation Committee of the Board of Directors. A participant granted restricted stock generally has all of the rights of a stockholder, unless the Compensation Committee determines otherwise.

The following table summarizes information about restricted stock grants as of March 31, 2015:

Grant	Shares	Vesting Schedule	Unearned Compensation (in millions)	Remaining Periods (in months)
November 2012	494,151	3 equal annual installments commencing on October 20, 2013	$ 0.4	7
August 2013	100,000	3 equal annual installments commencing on October 20, 2014	$ 0.3	19
November 2013	470,997	3 equal annual installments commencing on October 20, 2014	$ 1.2	19
January 2014	4,100	3 equal annual installments commencing on October 20, 2014	$ —	19
March 2014	18,802	3 equal annual installments commencing on October 20, 2014	$ 0.1	19
May 2014	17,500	3 equal annual installments commencing on October 20, 2014	$ 0.1	19
September 2014	30,000	3 equal annual installments commencing on October 20, 2014	$ 0.1	19
October 2014	506,171	3 equal annual installments commencing on October 20, 2015	$ 2.8	31

As of March 31, 2015, there was approximately $5.0 million of unearned compensation expense related to non-vested share-based compensation arrangements granted under our equity incentive plans. This expense is subject to future adjustments for vesting and forfeitures and will be recognized on a straight-line basis over the remaining period listed above for each grant. We currently estimate the forfeiture rate for 2014, 2013 and 2012 restricted stock awards at 11.1%, 8.2% and 8.2%, respectively, for all participants under our equity incentive plans.

The following table summarizes information about the non-vested restricted stock grants for the three months ended March 31, 2015 and 2014:

	Three Months Ended March 31,			
	2015		2014	
	Nonvested Restricted Stock		Nonvested Restricted Stock	
	Shares (000's)	Weighted-Average Grant-Date Fair Value	Shares (000's)	Weighted-Average Grant-Date Fair Value
Nonvested at December 31	915	$ 6.96	855	$ 7.59
Granted	—	—	23	8.56
Vested	—	—	(1)	11.49
Forfeited	(37)	6.90	(20)	7.78
Nonvested at March 31	878	$ 6.97	857	$ 7.61

There was no restricted stock granted during the three months ended March 31, 2015. As of March 31, 2015 and 2014 a total of 1.9 million and 0.7 million shares, respectively, were available from the shares authorized for award under our 2014 Equity Incentive Plan and Fourth Amended and Restated Equity Incentive Plan, including cumulative forfeitures.

6. Performance Based Awards

Awards, defined as cash, shares or other awards, may be granted to employees under the Commercial Vehicle Group, Inc. 2014 Equity Incentive Plan (the "2014 EIP"). The award is earned and payable based upon the Company's relative "Total Shareholder Return" in terms of ranking as compared to the "Peer Group" over a three-year period (the "Performance Period"). Total Shareholder Return is determined by the percentage change in value (positive or negative) over the applicable measurement period as measured by dividing (A) the sum of (I) the cumulative value of dividends and other distributions paid on the Common Stock (or the publicly traded common stock of the applicable Peer Group company) for the applicable measurement period, and (II) the difference (positive or negative) between each such company's "Starting Stock Price" and "Ending Stock Price," by (B) the Starting Stock Price. The award is to be paid out at the end of the Performance Period in cash if the employee is employed through the end of the Performance Period. If the employee is not present during the entire Performance Period, the award will be forfeited. These grants were accounted for as cash settlement awards for which the fair value of the award fluctuates based on the change in Total Shareholder Return in relation to the "Peer Group". Performance awards were granted under the 2014 EIP in November 2014, and in November 2013 and 2012 under the Fourth Amended and Restated Equity Incentive Plan.

Grant Date	Grant Amount	Forefeitures	Payments	Balance at March 31, 2015	Vesting Schedule	Unrecognized Compensation	Remaining Periods (in Months) to Vesting
November 2012	$ 1,865	$ (1,396)	$ (128)	$ 342	November 2015	$ 57	7
November 2013	1,351	(528)	—	822	November 2016	434	19
November 2014	2,087	(206)	—	1,881	November 2017	1,567	31
	$ 5,303	**$ (2,130)**	**$ (128)**	**$ 3,045**		**$ 2,058**	

Compensation expense was recognized totaling $0.2 million and $0.1 million for the three months ended March 31, 2015 and 2014, respectively. The expense to be recorded in future periods totals $2.1 million for the unvested portion of the awards outstanding at March 31, 2015.

7. Accounts Receivable

Trade accounts receivable are stated at current value less an allowance for doubtful accounts, which approximates fair value. This estimated allowance is based primarily on management's evaluation of specific balances as the balances become past due, the financial condition of our customers and our historical experience of write-offs. If not reserved through specific identification procedures, our general policy for uncollectible accounts is to reserve at a certain percentage, based upon the aging categories of accounts receivable and our historical experience with write-offs. Past due status is based upon the due date of the original amounts outstanding. When items are ultimately deemed uncollectible, they are charged off against the reserve previously established in the allowance for doubtful accounts.

8. Inventories

Inventories are valued at the lower of first-in, first-out ("FIFO") cost or market. Cost includes applicable material, labor and overhead. Inventories consisted of the following (in thousands):

	March 31, 2015	December 31, 2014
Raw materials	$ 55,029	$ 58,359
Work in process	12,196	10,969
Finished goods	14,097	14,448
	$ 81,322	$ 83,776

Inventories on-hand are regularly reviewed and, where necessary, provisions for excess and obsolete inventory are recorded based primarily on our estimated production requirements driven by expected market volumes. Excess and obsolete provisions may vary by product depending upon future potential use of the product.

9. Goodwill and Intangible Assets

Goodwill represents the excess of acquisition purchase price over the fair value of net assets acquired. We review goodwill for impairment annually, initially utilizing a qualitative assessment, in the second fiscal quarter and whenever events or changes in circumstances indicate the carrying value may not be recoverable. In the fourth quarter 2014, we re-evaluated our goodwill as part of the establishment of reportable segments and no impairment was recognized as a result of this assessment. In conducting the qualitative assessment, we consider relevant events and circumstances that affect the fair value or carrying amount of the reporting unit. Such events and circumstances could include macroeconomic conditions, industry and market considerations, overall financial performance, entity and reporting unit specific events, cost factors and capital markets pricing. We consider the extent to which each of the adverse events and circumstances identified affect the comparison of the reporting unit's fair value with its carrying amount. We place more weight on the events and circumstances that most affect the reporting unit's fair value or the carrying amount of its net assets. We consider positive and mitigating events and circumstances that may affect its determination of whether it is more likely than not that the fair value of the reporting unit is less than its carrying amount. These factors are all considered by management in reaching its conclusion about whether to perform the first step of the impairment test.

If the reporting unit's fair value is determined to be more likely than not impaired based on the one-step qualitative approach, we then perform a quantitative valuation to estimate the fair value of our reporting unit. Implied fair value of goodwill is determined by considering both the income and market approach. Determining the fair value of a reporting unit is judgmental in nature and involves the use of significant estimates and assumptions. These estimates and assumptions include revenue growth rates and operating margins used to calculate projected future cash flows, risk-adjusted discount rates, future economic and market conditions and determination of appropriate market comparables. We base our fair value estimates on assumptions we believe to be reasonable but that are inherently uncertain.

Our definite-lived intangible assets were comprised of the following (in thousands):

	March 31, 2015				December 31, 2014			
	Amortization Period	Gross Carrying Amount	Accumulated Amortization	Net Carrying Amount	Amortization Period	Gross Carrying Amount	Accumulated Amortization	Net Carrying Amount
Definite-lived intangible assets:								
Trademarks/Tradenames	23 years	$ 9,529	$ (3,674)	$ 5,855	23 years	$ 9,580	$ (3,585)	$ 5,995
Customer relationships	15 years	14,740	(2,290)	12,450	15 years	14,622	(2,028)	12,594
		$24,269	$ (5,964)	$18,305		$24,202	$ (5,613)	$ 18,589

The aggregate intangible asset amortization expense was approximately $0.3 million and $0.4 million for the three months ended March 31, 2015 and 2014, respectively.

Table of Contents

The estimated intangible asset amortization expense for the fiscal year ending December 31, 2015 and for each of the five succeeding years is $1.3 million.

The changes in the carrying amounts of goodwill are as follows (in thousands):

	March 31, 2015	December 31, 2014
Balance - Beginning	$ 8,056	$ 8,220
Currency translation adjustment	94	(164)
Balance - Ending	$ 8,150	$ 8,056

10. Commitments and Contingencies

Warranty — We are subject to warranty claims for products that fail to perform as expected due to design or manufacturing deficiencies. Customers continue to require their outside suppliers to guarantee or warrant their products and bear the cost of repair or replacement of such products. Depending on the terms under which we supply products to our customers, a customer may hold us responsible for some or all of the repair or replacement costs of defective products when the product supplied did not perform as represented. Our policy is to reserve for estimated future customer warranty costs based on historical trends and current economic factors.

The following represents a summary of the warranty provision for the three months ended March 31, 2015 (in thousands):

Balance — December 31, 2014	$ 4,438
Provisions for new warranties issued	1,136
Changes in provision for preexisting warranties	(46)
Deduction for payments made	(719)
Currency translation adjustment	(39)
Balance — March 31, 2015	$ 4,770

Leases — We lease office and manufacturing space and certain equipment under non-cancelable operating lease agreements that may require us to pay maintenance, insurance, taxes and other expenses in addition to annual rents. As of March 31, 2015, our equipment leases did not provide for any material guarantee of a specified portion of residual values.

Litigation — We are subject to various legal actions and claims incidental to our business, including those arising out of alleged defects, product warranties, employment-related matters and environmental matters. Management believes that we maintain adequate insurance to cover these claims. We have established reserves for issues that are probable and estimable, based upon the information available to management and discussions with legal counsel, it is the opinion of management that the ultimate outcome of the various legal actions and claims that are incidental to our business will not have a material adverse impact on our consolidated financial position, results of operations or cash flows; however, such matters are subject to many uncertainties, and the outcomes of individual matters are not predictable with assurance.

11. Debt and Credit Facilities

Debt consisted of the following (in thousands):

	March 31, 2015	December 31, 2014
7.875% senior secured notes due April 15, 2019	$250,000	$ 250,000

7.875% Senior Secured Notes due 2019

The 7.875% notes were issued pursuant to an indenture, dated as of April 26, 2011 (the "7.875% Notes Indenture"), by and among CVG, certain of our subsidiaries party thereto, as guarantors (the "guarantors"), and U.S. Bank National Association, as trustee. Interest is payable on the 7.875% notes on April 15 and October 15 of each year until their maturity date of April 15, 2019.

The 7.875% notes are senior secured obligations of CVG. Our obligations under the 7.875% notes are guaranteed by the guarantors. The obligations of CVG and the guarantors under the 7.875% notes are secured by a second-priority lien (subject to certain permitted liens) on substantially all of the property and assets of CVG and the guarantors, and a pledge of 100% of the capital stock of CVG's domestic subsidiaries and 65% of the voting capital stock of each foreign subsidiary directly owned by CVG and the guarantors. The liens, the security interests and all of the obligations of CVG and the guarantors and all provisions regarding remedies in an event of default are subject to an intercreditor agreement among CVG, certain of its subsidiaries, the agent for the revolving credit facility and the collateral agent for the 7.875% notes.

The 7.875% Notes Indenture contains restrictive covenants and events of default (subject to certain customary grace periods). We were in compliance with these covenants and were not in default as of March 31, 2015. We could have redeemed the 7.875% notes, in whole or in part, at any time prior to April 15, 2014 at a redemption price equal to 100% of the principal amount thereof, plus accrued and unpaid interest, if any, to the redemption date, plus the "make-whole" premium set forth in the 7.875% Notes Indenture. We evaluated the "make-whole" premium and determined that the premium is not required to be bifurcated from the 7.875% notes and accounted for as a separate derivative instrument. We could have redeemed the 7.875% notes, in whole or in part, at any time on or after April 15, 2014 at the optional redemption prices set forth in the 7.875% Notes Indenture, plus accrued and unpaid interest, if any, to the redemption date. Not more than once during each twelve-month period ending on April 15, 2012, April 15, 2013 and April 15, 2014, we could have redeemed up to $25.0 million of the aggregate principal amount of the 7.875% notes at a redemption price equal to 103% of the principal amount thereof, plus accrued and unpaid interest, if any, to the redemption date. In addition, at any time on or prior to April 15, 2014, on one or more occasions, we could have redeemed up to 35% of the aggregate principal amount of the 7.875% notes with the net proceeds of certain equity offerings, as described in the 7.875% Notes Indenture, at a redemption price equal to 107.875% of the principal amount thereof, plus accrued and unpaid interest, if any, to the redemption date. The Company has not redeemed any amounts of the 7.875% since inception. If we experience certain change of control events, holders of the 7.875% notes may require us to repurchase all or part of their notes at 101% of the principal amount thereof, plus accrued and unpaid interest, if any, to the repurchase date.

Revolving Credit Facility

On November 15, 2013, the Company and certain of the Company's subsidiaries, as borrowers (together with the Company, the "borrowers") entered into a Second Amended and Restated Loan Security Agreement (as so amended and restated, the "Second ARLS Agreement") with Bank of America, N.A. as agent and lender, which amended and restated the Amended and Restated Loan and Security Agreement, dated as of April 26, 2011, by and among the Company, the borrowers and Bank of America, N.A., as agent and lender, as amended, governing the Company's revolving credit facility.

Among other things, the Second ARLS Agreement extended the maturity of the revolving credit facility to November 15, 2018 and amended the applicable margin, as described below. The Second ARLS Agreement included amendments to certain covenants to provide additional flexibility, including amendments to (i) eliminate the aggregate cap on permitted distributions and instead condition such distributions on minimum availability, fixed charge coverage ratio and other requirements, (ii) eliminate the aggregate cap on permitted foreign investments and instead condition such foreign investments on minimum availability, fixed charge coverage ratio and other requirements, (iii) eliminate the aggregate cap on purchase consideration for permitted acquisitions and instead condition such acquisitions on minimum availability, fixed charge coverage ratio and other requirements and (iv) permitting certain sale-leaseback transactions. In addition, the covenant restricting payment of certain debt was amended to permit repurchases of the Company's 7.875% senior secured notes due 2019 if certain conditions are met. The Second ARLS Agreement also amended the financial covenant to reduce the fixed charge coverage ratio maintenance requirement to 1.0:1.0 and reduced the availability threshold for triggering compliance with the fixed charge coverage ratio, as described below.

The size of the revolving credit facility was unchanged by the Second ARLS Agreement and remains at $40 million, but the borrowers may request an increase in revolver commitments from time to time in an aggregate amount of up to $35 million, as long as the requested increase does not breach any subordinated debt agreement of the borrowers or the indenture governing the Company's 7.875% senior secured notes due 2019. Availability under the revolving credit facility is subject to borrowing base limitations and an availability block equal to the amount of debt and foreign cash management services Bank of America, N.A. or its affiliates makes available to the Company's foreign subsidiaries. Up to an aggregate of $10.0 million is available to the borrowers for the issuance of letters of credit, which reduces availability under the revolving credit facility.

Table of Contents

The applicable margin is based on average daily availability under the revolving credit facility as follows:

Level	Average Daily Availability	Base Rate Loans	LIBOR Revolver Loans
III	≥ $20,000,000	0.50%	1.50%
II	> $10,000,000 but < $20,000,000	0.75%	1.75%
I	≤ $10,000,000	1.00%	2.00%

As of March 31, 2015, we had approximately $3.6 million in deferred fees compared to $3.8 million as of December 31, 2014. The deferred fees relate to the revolving credit facility and our 7.875% notes and were being amortized over the remaining life of the agreements.

As of March 31, 2015 and December 31, 2014, we did not have borrowings under the revolving credit facility. We had outstanding letters of credit of approximately $2.9 million and borrowing availability of $37.1 million under the revolving credit facility.

The borrowers' obligations under the revolving credit facility are secured by a first-priority lien (subject to certain permitted liens) on substantially all of the tangible and intangible assets of the borrowers, as well as 100% of the capital stock of the direct domestic subsidiaries of each borrower and 65% of the capital stock of each foreign subsidiary directly owned by a borrower. Each of CVG and each other borrower is jointly and severally liable for the obligations under the revolving credit facility and unconditionally guarantees the prompt payment and performance thereof.

The applicable margin will be subject to increase or decrease by the agent on the first day of the calendar month following each fiscal quarter end. If the agent is unable to calculate average daily availability for a fiscal quarter due to borrower's failure to deliver a borrowing base certificate when required, the applicable margin will be set at Level I until the first day of the calendar month following receipt of a borrowing base certificate. As of March 31, 2015, the applicable margin was set at Level III.

The Company pays a commitment fee to the lenders equal to 0.25% per annum of the unused amounts under the revolving credit facility.

Terms, Covenants and Compliance Status

The Second ARLS Agreement requires the maintenance of a minimum fixed charge coverage ratio calculated based upon consolidated EBITDA (as defined in the revolving credit facility) as of the last day of each of the Company's fiscal quarters. The borrowers are not required to comply with the fixed charge coverage ratio requirement for as long as the borrowers maintain at least $7.5 million of borrowing availability under the revolving credit facility. If borrowing availability is less than $7.5 million at any time, the borrowers would be required to comply with a fixed charge coverage ratio of 1.0:1.0 as of the end of any fiscal quarter, and would be required to continue to comply with these requirements until the borrowers have borrowing availability of $7.5 million or greater for 60 consecutive days. Because the Company had borrowing availability in excess of $7.5 million from December 31, 2014 through March 31, 2015, the Company was not required to comply with the minimum fixed charge coverage ratio covenant during the quarter ended March 31, 2015.

The Second ARLS Agreement contains customary restrictive covenants, including, without limitation, limitations on the ability of the borrowers and their subsidiaries to incur additional debt and guarantees; grant liens on assets; pay dividends or make other distributions; make investments or acquisitions; dispose of assets; make payments on certain indebtedness; merge, combine with any other person or liquidate; amend organizational documents; file consolidated tax returns with entities other than other borrowers or their subsidiaries; make material changes in accounting treatment or reporting practices; enter into restrictive agreements; enter into hedging agreements; engage in transactions with affiliates; enter into certain employee benefit plans; amend subordinated debt or the indenture governing the 7.875% senior secured notes due 2019; and other matters customarily restricted in loan agreements. The Second ARLS Agreement also contains customary reporting and other affirmative covenants. The Company was in compliance with these covenants as of March 31, 2015.

The Second ARLS Agreement contains customary events of default, including, without limitation, nonpayment of obligations under the revolving credit facility when due; material inaccuracy of representations and warranties; violation of covenants in the Second ARLS Agreement and certain other documents executed in connection therewith; breach or default of agreements related to debt in excess of $5.0 million that could result in acceleration of that debt; revocation or attempted revocation of guarantees; denial of the validity or enforceability of the loan documents or failure of the loan documents to be in full force and effect; certain judgments in excess of $2.0 million; the inability of an obligor to conduct any material part of its business due to governmental intervention, loss of any material license, permit, lease or agreement necessary to the business; cessation of an obligor's business for a material period of time; impairment of collateral through condemnation proceedings; certain events of bankruptcy or insolvency; certain Employee Retirement Income Securities Act events; and a change in control of the Company. Certain of the defaults are subject to exceptions, materiality qualifiers, grace periods and baskets customary for credit facilities of this type.

Voluntary prepayments of amounts outstanding under the revolving credit facility are permitted at any time, without premium or penalty.

The Second ARLS Agreement requires the borrowers to make mandatory prepayments with the proceeds of certain asset dispositions and upon the receipt of insurance or condemnation proceeds to the extent the borrowers do not use the proceeds for the purchase of assets useful in the borrowers' businesses.

As of March 31, 2015, we were in compliance with the customary restrictive covenants and events of default under the Second ARLS Agreement.

12. Income Taxes

We file federal and state income tax returns in the U.S. and income tax returns in foreign jurisdictions. With a few exceptions, we are no longer subject to income tax examinations by any of the taxing jurisdictions for years before 2009. We currently have no income tax examinations in process.

As of March 31, 2015, we have provided a liability of approximately $28 thousand for unrecognized tax benefits related to various federal and state income tax positions, which would impact our effective tax rate if recognized.

We accrue penalties and interest related to unrecognized tax benefits through income tax expense. We had approximately $3 thousand accrued for the payment of interest and penalties at March 31, 2015 compared to $2 thousand at December 31, 2014. Accrued interest and penalties are included in the $28 thousand of unrecognized tax benefits compared to $27 thousand at December 31, 2014.

During the fiscal quarter ended March 31, 2015, we did not release any tax reserves associated with items falling outside the statute of limitations or the closure of certain tax years for examination purposes. Events could occur within the next 12 months that would have an impact on the amount of unrecognized tax benefits that would be required. Within the next 12 months approximately $28 thousand of unrecognized tax benefits could be released related to items that are affected by expiring statutes of limitation.

At March 31, 2015, due to cumulative losses and other negative evidence, we continue to carry valuation allowances against the deferred assets primarily in the following foreign jurisdictions: United Kingdom, China, India, and Luxemburg. We have also established valuation allowances related to certain state deferred assets that we believe to be more likely than not to expire before they can be utilized. We continue to evaluate the need for valuation allowances in each of our jurisdictions.

13. Segment Reporting

The following tables presents segment revenues, gross profit, depreciation and amortization expense, selling, general and administrative expenses, operating income, total assets and other items as of and for the three months ended March 31, 2015 and 2014:

	For the three months ended March 31, 2015			
	Global Truck & Bus	Global Construction & Agriculture	Corporate / Other	Total
Revenues				
External Revenues	$145,805	$ 74,498	$ —	$220,303
Intersegment Revenues	100	3,549	(3,649)	—
Total Revenues	$145,905	$ 78,047	$ (3,649)	$220,303
Gross Profit	$ 21,346	$ 8,691	$ (963)	$ 29,074
Depreciation and Amortization Expense	$ 2,224	$ 1,516	$ 738	$ 4,478
Selling, General & Administrative Expenses	$ 6,946	$ 5,041	$ 5,553	$ 17,540
Operating Income (Loss)	$ 14,100	$ 3,614	$ (6,516)	$ 11,198
Other Items:				
Capital Expenditures	$ 1,082	$ 1,514	$ 323	$ 2,919
Other Items [1]	$ 679	$ —	$ —	$ 679

[1] Other items include costs associated with plant closures, including employee severance and retention costs, lease cancellation costs, building repairs and costs to transfer equipment of $0.7 million in the GTB Segment.

	For the three months ended March 31, 2014			
	Global Truck & Bus	Global Construction & Agriculture	Corporate / Other	Total
Revenues				
External Revenues	$121,708	$ 76,363	$ —	$198,071
Intersegment Revenues	135	2,540	(2,675)	$ —
Total Revenues	$121,843	$ 78,903	$ (2,675)	$198,071
Gross Profit	$ 16,162	$ 8,989	$ (847)	$ 24,304
Depreciation and Amortization Expense	$ 2,176	$ 1,404	$ 757	$ 4,337
Selling, General & Administrative Expenses	$ 7,547	$ 5,350	$ 5,575	$ 18,472
Operating Income (Loss)	$ 8,267	$ 3,602	$ (6,421)	$ 5,448
Other Items:				
Capital Expenditures	$ 969	$ 1,074	$ 112	$ 2,155
Other Items [1]	$ 1,269	$ —	$ —	$ 1,269

[1] Other items include costs associated with plant closures, including employee severance and retention costs, lease cancellation costs, building repairs and costs to transfer equipment of $0.5 million in the GTB Segment. The GTB Segment includes a loss on the sale of a manufacturing facility of $0.8 million in Norwalk, Ohio.

Table of Contents

14. Foreign Currency Forward Exchange Contracts

We use forward exchange contracts to hedge certain of the foreign currency transaction exposures. We estimate our projected revenues and purchases in certain foreign currencies or locations and will hedge a portion or all of the anticipated long or short positions. As of March 31, 2015, we did not have any derivatives designated as hedging instruments; therefore, our forward foreign exchange contracts have been marked-to-market and the fair value of contracts recorded in the consolidated balance sheets with the offsetting non-cash gain or loss recorded in our consolidated statements of operations. We do not hold or issue foreign exchange options or forward contracts for trading purposes. Our forward foreign exchange contracts are subject to a master netting agreement. We record assets and liabilities relating to our forward foreign exchange contracts on a gross basis in our consolidated balance sheets.

The following table summarizes the notional amount of our open foreign exchange contracts:

	March 31, 2015		December 31, 2014	
	U.S. $ Equivalent	U.S. Equivalent Fair Value	U.S. $ Equivalent	U.S. Equivalent Fair Value
Commitments to buy currencies:	$ 11,994	$ 11,294	$ 11,874	$ 11,312
Commitments to sell currencies:	$ 7,372	$ 7,161	$ 12,332	$ 12,099

We consider the impact of our credit risk on the fair value of the contracts, as well as the ability to execute obligations under the contract.

The following table summarizes the fair value and presentation in the consolidated balance sheets for derivatives not designated as accounting hedges:

	Asset Derivatives			
	March 31, 2015		December 31, 2014	
	Balance Sheet Location	Fair Value	Balance Sheet Location	Fair Value
Foreign exchange contracts	Other current assets	$ 211	Other current assets	$ 232

	Liability Derivatives			
	March 31, 2015		December 31, 2014	
	Balance Sheet Location	Fair Value	Balance Sheet Location	Fair Value
Foreign exchange contracts	Accrued liabilities	$ 700	Accrued liabilities	$ 562

The following table summarizes the effect of derivative instruments on the consolidated statements of operations for derivatives not designated as hedging instruments:

		Three Months Ended March 31,	
		2015	2014
	Location of (Loss) Gain Recognized in Income on Derivatives	Amount of (Loss) Gain Recognized in Income on Derivatives	
Foreign exchange contracts	Cost of Revenues	$ (161)	$ 82

Table of Contents

15. Other Comprehensive Income (Loss)

The after-tax changes in accumulated other comprehensive loss is as follows:

	Foreign currency items	Pension and postretirement benefit plans	Accumulated other comprehensive income (loss)
Ending balance, December 31, 2014	$ (16,507)	$ (20,781)	$ (37,288)
Net current period change	(3,008)	—	(3,008)
Reclassification adjustments for losses reclassified into income	—	61	61
Ending balance, March 31, 2015	$ (19,515)	$ (20,720)	$ (40,235)

	Foreign currency items	Pension and postretirement benefit plans	Accumulated other comprehensive income (loss)
Ending balance, December 31, 2013	$ (11,907)	$ (14,401)	$ (26,308)
Net current period change	487	—	487
Ending balance, March 31, 2014	$ (11,420)	$ (14,401)	$ (25,821)

The related tax effects allocated to each component of other comprehensive income (loss) are as follows:

Three Months Ended March 31, 2015	Before Tax Amount	Tax (Expense) Benefit	After Tax Amount
Retirement benefits adjustment	95	(34)	61
Cumulative translation adjustment	(3,008)	—	(3,008)
Total other comprehensive income (loss)	$ (2,913)	$ (34)	$ (2,947)

Three Months Ended March 31, 2014	Before Tax Amount	Tax (Expense) Benefit	After Tax Amount
Cumulative translation adjustment	487	—	487
Total other comprehensive income	$ 487	$ —	$ 487

16. Pension and Other Post-Retirement Benefit Plans

We sponsor pension and other post-retirement benefit plans that cover certain hourly and salaried employees in the United States and United Kingdom. Our policy is to make annual contributions to the plans to fund the normal cost as required by local regulations. In addition, we have a post-retirement benefit plan for certain U.S. operations, retirees and their dependents.

The components of net periodic benefit cost related to the pension and other post-retirement benefit plans was as follows:

	U.S. Pension Plans		Non-U.S. Pension Plans		Other Post-Retirement Benefit Plans	
	Three Months Ended March 31,		Three Months Ended March 31,		Three Months Ended March 31,	
	2015	2014	2015	2014	2015	2014
Service cost	$ 29	$ 24	$ —	$ —	$ —	$ —
Interest cost	463	472	366	478	4	(33)
Expected return on plan assets	(668)	(592)	(395)	(442)	—	—
Amortization of prior service cost	—	—	—	—	2	—
Recognized actuarial loss (gain)	117	—	6	—	(30)	—
Net periodic benefit cost	$ (59)	$ (96)	$ (23)	$ 36	$ (24)	$ (33)

We expect to contribute approximately $3.0 million to our pension plans and our other post-retirement benefit plans in 2015. As of March 31, 2015, $0.7 million of contributions have been made to our pension plans.

ITEM 2 – MANAGEMENT'S DISCUSSION AND ANALYSIS OF FINANCIAL CONDITION AND RESULTS OF OPERATIONS

The discussion and analysis presented below is concerned with material changes in financial condition and results of operations for our condensed consolidated financial statements for the three months ended March 31, 2015 and 2014. This discussion and analysis should be read in conjunction with "Management's Discussion and Analysis of Financial Condition and Results of Operations" included in our Annual Report on Form 10-K for the fiscal year ended December 31, 2014 (the "2014 Form 10-K").

Company Overview

Commercial Vehicle Group, Inc. is a Delaware (USA) corporation. We were formed as a privately-held company in August 2000. We became a publicly held company in 2004. The Company (and its subsidiaries) is a leading supplier of a full range of cab related products and systems for the global commercial vehicle market, including the medium-and heavy-duty truck ("MD / HD Truck") market, the medium- and heavy-duty construction vehicle market, and the military, bus, agriculture, specialty transportation, mining, industrial equipment and off-road recreational markets.

We have manufacturing operations in the United States, Mexico, United Kingdom, Czech Republic, Ukraine, China, India and Australia. Our products are primarily sold in North America, Europe, and the Asia/Pacific region.

Our products include seats and seating systems ("Seats"); trim systems and components ("Trim"); cab structures, sleeper boxes, body panels and structural components; mirrors, wipers and controls; and electronic wire harness and panel assemblies specifically designed for applications in commercial vehicles.

We are differentiated from automotive industry suppliers by our ability to manufacture low volume, customized products on a sequenced basis to meet the requirements of our customers. We believe our products are used by a majority of the North American MD / HD Truck and certain leading global construction and agriculture original equipment manufacturers ("OEMs"), which we believe creates an opportunity to cross-sell our products.

Business Overview

Demand for our MD / HD Truck products is generally dependent on the number of new commercial vehicles manufactured in North America, which is heavily influenced by the financial health and business outlook of the fleet owners that purchase trucks from the OEMs. This is generally a function of economic conditions, interest rates, changes in governmental regulations, consumer spending, fuel costs, freight costs and our customers' inventory levels and production rates. New heavy truck commercial vehicle demand has historically been cyclical and is particularly sensitive to the industrial sector of the economy, which generates a significant portion of the freight tonnage hauled by commercial vehicles. The North American Class 8 market declined in 2013 as production levels decreased approximately 12% from 2012; however, production levels rebounded 21% in 2014. According to an April 2015 report by ACT Research, a publisher of industry market research, North American Class 8 production levels were at 297,000 for 2014 and are expected to peak at 340,000 in 2015, decline to 242,000 in 2018 and increase to 286,000 in 2019. We believe the demand for new Class 8 vehicles will be driven by several factors, including growth in freight volumes and the replacement of aging vehicles. ACT forecasts that the total U.S. freight composite index, which measures estimated total freight hauled in a year by sector, will increase 22.9% from 2014 to 2019. ACT estimates that the average age of active U.S. Class 8 trucks is 10.6 years in 2014, which is consistent with the average age in 2013. As vehicles age, their maintenance costs typically increase. ACT forecasts that the vehicle age will decline as aging fleets are replaced.

In 2014, approximately 44% of our revenue was generated from sales to North American MD / HD Truck OEMs. Our remaining revenue in 2014 was primarily derived from sales to OEMs in the global construction equipment market, aftermarket, OE service organizations, military market and other commercial vehicle specialty markets. This market trend continued in the first quarter of 2015. Demand for our products is driven to a significant degree by preferences of the end-user of the commercial vehicle, particularly with respect to MD / HD Trucks. Unlike the automotive industry, commercial vehicle OEMs generally afford the end-user the ability to specify many of the component parts that will be used to manufacture the commercial vehicle, including a wide variety of cab interior styles and colors, the brand and type of seats, type of seat fabric and color and specific mirror styling. Certain of our products are only utilized in North American MD / HD Truck market, such as our storage systems, sleeper boxes, sleeper bunks and privacy curtains, and, as a result, changes in demand for MD / HD Trucks or the mix of options on a vehicle can have a greater impact on our business than changes in the overall demand for commercial vehicles. To the extent that demand for higher content vehicles increases or decreases, our revenues and gross profit will be impacted positively or negatively.

Demand for our construction and agriculture products is dependent on the overall vehicle demand for new commercial vehicles in the global construction and agriculture equipment market and generally follows certain economic conditions around the world. Our products are primarily used in the medium/heavy construction equipment markets (weighing over 12 metric tons). Demand in the medium/heavy construction equipment market is typically related to the level of larger scale infrastructure development projects such as highways, dams, harbors, hospitals, airports and industrial development, as well as activity in the mining, forestry and other raw material based industries. OEM demand for our products is directly correlated with new vehicle production.

We generally compete for new business at the beginning of the development of a new vehicle platform and upon the redesign of existing programs. New platform development generally begins at least one to three years before the marketing of such models by our customers. Contract durations for commercial vehicle products generally extend for the entire life of the platform, which is typically five to seven years.

Our Long-Term Strategy

In 2014, we concluded our long-term strategic planning process known as CVG 2020. CVG 2020 is a roadmap by end market product and geographic region to guide resource allocation and other decision making to achieve our 2020 goals. The overarching financial goal of CVG 2020 is to deliver top quartile total shareholder return. To that end, we evaluated our opportunity to grow organically by end market. We currently believe we have approximately 5% market share of the addressable global truck, bus, construction and agriculture end markets. Accordingly, we believe we have significant opportunity to grow organically in our end markets. We evaluated our product portfolio in the context of this organic market growth opportunity and our ability to win in the marketplace. Our core products are seats, trim and wire harnesses and our complementary products include structures, wipers, mirrors and office seats. We expect to realize some geographic diversification over the planned period toward Asia-Pacific. We also expect to realize some end market diversification more weighted toward the agriculture market, and to a lesser extent the construction market. We intend to allocate resources consistent with our strategic plan; and more specifically, consistent with our core and complementary product portfolio, geographic region and end market diversification objectives. As such, we expect to increase our capital spending as we invest in our facilities, sales opportunities, Operational Excellence initiatives and other activities.

Although our long-term strategic plan is an organic growth plan, we will consider opportunistic acquisitions to supplement our product portfolio, and to enhance our ability to serve our customers in our geographic end markets.

Consolidated Results of Operations

The table below sets forth certain operating data:

	Three Months Ended March 31, (in thousands)			
	2015		2014	
Revenues	$220,303	100.0%	$198,071	100.0%
Cost of revenues	191,229	86.8	173,767	87.7
Gross profit	29,074	13.2	24,304	12.3
Selling, general and administrative expenses	17,540	8.0	18,472	9.3
Amortization expense	336	0.2	384	0.2
Operating income	11,198	5.0	5,448	2.8
Interest and Other expense	5,097	2.3	5,108	2.6
Income before provision for income taxes	6,101	2.7	340	0.2
Provision for income taxes	2,508	1.1	848	0.4
Net income (loss)	3,593	1.6	(508)	(0.2)
Less: Non-controlling interest in subsidiary’s income (loss)	1	0.0	(2)	(0.0)
Net income (loss) attributable to CVG stockholders	$ 3,592	1.6%	$ (506)	(0.2)%

Three Months Ended March 31, 2015 Compared to Three Months Ended March 31, 2014

Consolidated Results

Revenues . On a consolidated basis, revenues increased $22.2 million, or 11.2%, to $220.3 million in the three months ended March 31, 2015 from $198.1 million in the three months ended March 31, 2014. The increase in sales primarily resulted from increased North American MD / HD Truck production volumes. Specifically, the $22.2 million revenue increase on a consolidated basis resulted from:

- a $15.0 million, or 17.8%, increase primarily in OEM North American MD / HD Truck revenues;
- a $2.9 million, or 8.3%, increase in aftermarket sales;
- a $1.3 million, or 18.5%, increase in bus sales; and
- a $3.0 million, or 4.2%, increase in revenues from other markets

The first quarter 2015 revenues were adversely impacted by foreign currency exchange translation of $5.0 million as compared to first quarter of 2014, which is reflected in the changes in revenue above.

Gross Profit . Gross profit increased $4.8 million, to $29.1 million for the three months ended March 31, 2015 compared to $24.3 million in the three months ended March 31, 2014. Included in gross profit is cost of revenues which consists primarily of raw materials and purchased components for our products, wages and benefits for our employees and overhead expenses such as manufacturing supplies, facility rent and utility costs related to our operations. Cost of revenue increased $17.5 million, or 10.0% resulting from an increase in raw material and purchased component costs of $12.9 million, wages and benefits of $1.4 million and overhead costs of $3.2 million. As a percentage of revenues, gross profit was 13.2% for the three months ended March 31, 2015 compared to 12.3% for the three months ended March 31, 2014. The increase in gross profit resulted from the increase in sales volume. The first quarter of 2015 results include $0.7 million of costs related to the Tigard, Oregon facility closure. The first quarter 2014 results included a severance charge of $0.5 million associated with the impending closure of our Tigard, Oregon facility, and an asset impairment charge of $0.8 million from the sale of our Norwalk, Ohio facility.

Selling, General and Administrative Expenses . Selling, general and administrative expenses consists primarily of wages and benefits and other overhead expenses such as marketing, travel, legal, audit, rent and utilities costs which are not directly or indirectly associated with the manufacturing of our products. Selling, general and administrative expenses decreased approximately $1.0 million, or 5.0%, to $17.5 million in the three months ended March 31, 2015 from $18.5 million in the three months ended March 31, 2014. The decline in selling, general and administrative expenses reflects cost discipline while selectively investing in value accretive activities that support CVG 2020.

Interest and Other Expense . Interest, associated with our long-term debt, and other expense was approximately $5.1 million in the three months ended March 31, 2015 and 2014.

Provision for Income Taxes. An income tax provision of approximately $2.5 million was recorded for the three months ended March 31, 2015 compared to a tax provision of approximately $0.8 million for the three months ended March 31, 2014. The year over year change in the quarterly tax provision resulted primarily from the mix of income between our U.S. and non-U.S. locations as well as an overall increase in consolidated net income. Additional items impacting the tax provision included valuation allowances in certain foreign tax jurisdictions.

Net Income (Loss) Attributable to CVG Stockholders. Net income attributable to CVG stockholders was $3.6 million in the three months ended March 31, 2015, compared to net loss of $0.5 million in the three months ended March 31, 2014. The increase in net income is attributed to the factors noted above.

SEGMENT RESULTS

In the fourth quarter of 2014, two reportable segments were established: the Global Truck and Bus Segment (“GTB Segment”) and the Global Construction and Agriculture Segment (“GCA Segment”). Each of these segments consists of a number of manufacturing facilities. Generally, the facilities in the GTB Segment manufacture and sell Seats, Trim, wipers, mirrors, structures and other products into the MD / HD Truck and bus markets. Generally, the facilities in the GCA Segment manufacture and sell wire harnesses, Seats and other products into the construction and agriculture markets. Both segments participate in the aftermarket. Certain of our manufacturing facilities manufacture and sell products through both of our segments. Each manufacturing facility that sells products through both segments is reflected in the financial results of the segment that has the greatest amount of sales from that manufacturing facility. Our segments are more specifically described below.

The GTB Segment manufactures and sells the following products:

- Seats; Trim; sleeper boxes; and cab structures, structural components and body panels. These products are sold primarily to the MD / HD Truck markets in North America;
- Seats to the truck and bus markets in Asia Pacific and Europe;
- Mirrors and wiper systems to the truck, bus, agriculture, construction, rail and military markets in North America;
- Trim to the recreational and specialty vehicle market in North America; and
- Aftermarket seats and components into North America.

The GCA Segment manufactures and sells the following products:

- Electronic wire harness assemblies, and Seats for commercial, construction, agricultural, industrial, automotive and mining industries in North America, Europe and Asia Pacific;
- Aftermarket seats and components in Europe and Asia Pacific;
- Office seating in Europe and Asia Pacific;
- Seats to the truck and bus markets in Asia Pacific and Europe; and
- Wiper systems to the construction and agriculture markets in Europe.

Global Truck and Bus Segment Results

	Three Months Ended March 31,			
	2015		2014	
	(amounts in thousands)			
Revenues				
External Revenues	$145,805	99.9%	$121,708	99.9%
Intersegment Revenues	100	0.1	135	0.1
Total Revenues	$145,905	100.0	$121,843	100.0
Gross Profit	21,346	14.6	16,162	13.3
Selling, General & Administrative Expenses	6,946	4.8	7,547	6.2
Operating Income	$ 14,100	9.7%	$ 8,267	6.8%

External Revenues. GTB Segment revenues increased $24.1 million, or 19.8%, to $145.8 million for the three months ended March 31, 2015 from $121.7 million for the three months ended March 31, 2014. The increase in GTB Segment revenues is primarily a result of:

- a $15.1 million, or 18.7%, increase primarily in OEM North American MD / HD Truck revenues;
- a $3.2 million, or 13.3%, increase in aftermarket revenues;
- a $1.3 million, or 18.1%, increase in OEM bus revenues; and
- a $4.5 million, or 46.3%, increase in revenues from other markets.

First quarter 2015 GTB Segment revenues were adversely impacted by foreign currency exchange translation of $0.6 million as compared to first quarter of 2014, which is reflected in the changes in revenue above.

Gross Profit. GTB Segment gross profit increased $5.1 million, or 32.1%, to $21.3 million for the three months ended March 31, 2015 from $16.1 million for the three months ended March 31, 2014. Included in gross profit is cost of revenues which consists primarily of raw material and purchased component costs for our products, wages and benefits for our employees and overhead expenses such as manufacturing supplies, facility rent and utilities costs related to our operations. Cost of revenues increased $18.9 million, or 17.9%, as a result of an increase in raw material and purchased component costs of $13.8 million, salaries and benefits of $1.6 million and overhead cost of $3.5 million. As a percentage of revenues, gross profit increased to 14.6% for the three months ended March 31, 2015 from 13.3% for the three months ended March 31, 2014. The increase in gross profit resulted from the increase in sales volume as well as non-recurrence of an impairment charge of $0.8 million in the three months ended March 31, 2014 resulting from the sale of our Norwalk, Ohio facility offset by the net quarter over quarter increase in closure costs associated with the closure of our Tigard, Oregon facility of $0.3 million.

Table of Contents

Selling, General and Administrative Expenses. Selling, general and administrative expenses consist primarily of wages and benefits and other overhead expenses such as marketing, travel, legal, audit, rent and utilities costs, which are not directly or indirectly associated with the manufacturing of our products. GTB Segment selling, general and administrative expenses decreased $0.6 million, or 8.0%, to $6.9 million for the three months ended March 31, 2015 from $7.5 million for the three months ended March 31, 2014, reflecting cost discipline even while focusing on value accretive activities that support our long term strategy.

Global Construction and Agriculture Segment Results

	Three Months Ended March 31, 2015		2014	
	(amounts in thousands)			
Revenues				
External Revenues	$74,498	95.5%	$76,363	96.8%
Intersegment Revenues	3,549	4.5	2,540	3.2
Total Revenues	$78,047	100.0	$78,903	100.0
Gross Profit	8,691	11.1	8,989	11.4
Selling, General & Administrative Expenses	5,041	6.5	5,350	6.8
Operating Income	$ 3,614	4.6%	$ 3,602	4.6%

External Revenues. GCA Segment revenues decreased $1.9 million or 2.4% to $74.5 million for the three months ended March 31, 2015 from $76.4 million for the three months ended March 31, 2014. The global construction and agriculture end markets were relatively flat in the first quarter of 2015 compared to the last year quarter. GCA Segment sales were negatively impacted by a $4.4 million foreign currency exchange translation as a consequence of the relative strength of the U.S. Dollar.

Gross Profit. GCA Segment gross profit decreased $0.3 million, or 3.3%, to $8.7 million for the three months ended March 31, 2015 from $9.0 million for the three months ended March 31, 2014. Included in gross profit is cost of revenues which consists primarily of raw material and purchased component costs for our products, wages and benefits for our employees and overhead expenses such as manufacturing supplies, facility rent and utilities costs related to our operations. Cost of revenues decreased $0.6 million, or 0.8%, as a result of a decrease in raw material and purchased component costs of $0.1 million, wages and benefits of $0.2 million and overhead costs of $0.3 million. As a percentage of revenues, gross profit was substantially the same for the three months ended March 31, 2015 and March 31, 2014. The decrease in gross profit resulted from the increase in sales volume, partially offset by foreign currency exchange transaction costs.

Selling, General and Administrative Expenses. Selling, general and administrative expenses consist primarily of wages and benefits and other overhead expenses such as marketing, travel, legal, audit, rent and utilities costs, which are not directly or indirectly associated with the manufacturing of our products. GCA Segment selling, general and administrative expenses decreased $0.3 million or 5.8% to $5.0 million in the three months ended March 31, 2015 from $5.3 million for the three months ended March 31, 2014, reflecting cost discipline while focusing on value accretive activities that support our long term strategy.

Liquidity and Capital Resources

Cash Flows

Our primary sources of liquidity during the three months ended March 31, 2015 was cash generated from the sale of our various products to our customers. We believe that cash from operations, existing cash reserves, and availability under our revolving credit facility will provide adequate funds for our working capital needs, planned capital expenditures and cash interest payments through the remainder of 2015; however, no assurance can be given that this will be the case. We did not borrow under our revolving credit facility during the three months ended March 31, 2015.

For the three months ended March 31, 2015, net cash provided by operations was $16.0 million compared to net cash provided by operations of $1.3 million for the three months ended March 31, 2014. The increase in net cash provided by operations for the three months ended March 31, 2015 was primarily a result of an increase in net income of $4.1 million and $9.2 million resulting from improved working capital leverage.

For the three months ended March 31, 2015, we used $2.7 million of net cash for investing activities compared to net cash used for investing activities of $1.5 million for the three months ended March 31, 2014. The cash used for investing activities for the three months ended March 31, 2015 increased $1.2 million as a result of increased capital purchases in support of our CVG 2020 plan.

For the three months ended March 31, 2015, there were no financing activities. The net cash provided by financing activities for the three months ended March 31, 2014 was driven by proceeds from loans taken against our life insurance policies to fund deferred compensation payments.

As of March 31, 2015, cash held by foreign subsidiaries was approximately $22.0 million. If we were to repatriate any portion of these funds back to the U.S., we would accrue and pay the appropriate withholding and income taxes on amounts repatriated. We do not intend to repatriate funds held by our foreign affiliates, but intend to use the cash to fund the growth of our foreign operations.

Debt and Credit Facilities

As of March 31, 2015, our outstanding indebtedness consisted of an aggregate of $250.0 million of 7.875% notes due 2019 (the "7.875% notes"). We had $2.9 million of outstanding letters of credit under various financing arrangements and an additional $37.1 million of borrowing capacity under our revolving credit facility, which is subject to an availability block.

Revolving Credit Facility

On November 15, 2013, the Company and some of our subsidiaries, as borrowers (collectively, the "borrowers") entered into a Second Amended and Restated Loan and Security Agreement (the "Second ARLS Agreement") with Bank of America, N.A. as agent and lender, which amended and restated the Amended and Restated Loan and Security Agreement, dated as of April 26, 2011.

The material terms of the Second ARLS Agreement include the following:

- A facility in the amount of $40.0 million with the ability to increase to up to an additional $35.0 million under certain conditions;
- Availability is subject to borrowing base limitations and an availability block equal to the amount of debt Bank of America, N.A. or its affiliates makes available to the Company's foreign subsidiaries;
- Availability of up to an aggregate amount of $10.0 million for the issuance of letters of credit, which reduces the total amount available;
- Extension of the maturity date to November 15, 2018;
- Amendments to certain covenants to provide additional flexibility, including (i) conditional permitted distributions, permitted foreign investments, and permitted acquisitions on minimum availability, fixed charge coverage ratio and other requirements, and (ii) permitting certain sale-leaseback transactions;
- Permitting repurchase of the Company's 7.875% notes due 2019 under certain circumstances; and
- Reduction of the fixed charge coverage ratio maintenance requirement to 1.0:1.0 and reduction of the availability threshold for triggering compliance with the fixed charge coverage ratio, as described below.

The applicable margin is based on average daily availability under the revolving credit facility as follows:

Level	Average Daily Availability	Base Rate Loans	LIBOR Revolver Loans
III	≥ $ 20,000,000	0.50%	1.50%
II	> $10,000,000 but < $20,000,000	0.75%	1.75%
I	≤ $ 10,000,000	1.00%	2.00%

As of March 31, 2015, $3.6 million in deferred fees relating to the revolving credit facility and our 7.875% notes were being amortized over the remaining life of the agreements, and did not have borrowings under the revolving credit facility. In addition, as of March 31, 2015, we had outstanding letters of credit of $2.9 million and borrowing availability of $37.1 million under the revolving credit facility.

The borrowers' obligations under the revolving credit facility are secured by a first-priority lien (subject to certain permitted liens) on substantially all of our tangible and intangible assets, as well as 100% of the capital stock of the direct domestic subsidiaries of each borrower and 65% of the capital stock of each foreign subsidiary directly owned by a borrower. The borrowers are jointly and severally liable for the obligations under the revolving credit facility and unconditionally guarantees the prompt payment and performance thereof.

The applicable margin will be subject to increase or decrease by the agent on the first day of the calendar month following each fiscal quarter end. If the agent is unable to calculate average daily availability for a fiscal quarter due to borrower's failure to deliver a borrowing base certificate when required, the applicable margin will be set at Level I until the first day of the calendar month following receipt of a borrowing base certificate. As of March 31, 2015, the applicable margin was set at Level III.

We pay a commitment fee to the lenders equal to 0.25% per annum of the unused amounts under the revolving credit facility.

Terms, Covenants and Compliance Status

The Second ARLS Agreement requires the maintenance of a minimum fixed charge coverage ratio calculated based upon consolidated EBITDA (as defined in the Second ARLS Agreement) as of the last day of each of the Company's fiscal quarters. The borrowers are not required to comply with the fixed charge coverage ratio requirement for as long as the borrowers maintain at least $7.5 million of borrowing availability under the revolving credit facility. If borrowing availability is less than $7.5 million at any time, we would be required to comply with a fixed charge coverage ratio of 1.0:1.0 as of the end of any fiscal quarter, and would be required to continue to comply with these requirements until we have borrowing availability of $7.5 million or greater for 60 consecutive days. If required, we would be in compliance with this covenant as of March 31, 2015. Because the Company had borrowing availability in excess of $7.5 million from December 31, 2014 through March 31, 2015, the Company was not required to comply with the minimum fixed charge coverage ratio covenant for the three months ending March 31, 2015.

The Second ARLS Agreement contains other customary restrictive covenants, customary events of default, customary reporting and other affirmative covenants, as described in Note 11 to our consolidated financial statements in this Form 10-Q. The Company was in compliance with these covenants as of March 31, 2015.

Certain of the defaults are subject to exceptions, materiality qualifiers, grace periods and baskets customary for credit facilities of this type.

Voluntary prepayments of amounts outstanding under the revolving credit facility are permitted at any time, without premium or penalty.

The Second ARLS Agreement requires the borrowers to make mandatory prepayments with the proceeds of certain asset dispositions and upon the receipt of insurance or condemnation proceeds to the extent the borrowers do not use the proceeds for the purchase of assets useful in the borrowers' businesses.

7.875% Senior Secured Notes due 2019

The 7.875% notes were issued pursuant to an indenture, dated as of April 26, 2011 (the "7.875% Notes Indenture"), by and among CVG, certain of our subsidiaries party thereto, as guarantors (the "guarantors") and U.S. Bank National Association, as trustee. Interest is payable on the 7.875% notes on April 15 and October 15 of each year until their maturity date of April 15, 2019.

The 7.875% notes are senior secured obligations of CVG. Our obligations under the 7.875% notes are guaranteed by the guarantors. The obligations of CVG and the guarantors under the 7.875% notes are secured by a second-priority lien (subject to certain permitted liens) on substantially all of the property and assets of CVG and the guarantors, and a pledge of 100% of the capital stock of CVG's domestic subsidiaries and 65% of the voting capital stock of each foreign subsidiary directly owned by CVG and the guarantors. The liens, the security interests and all of the obligations of CVG and the guarantors and all provisions regarding remedies in an event of default are subject to an intercreditor agreement among CVG, certain of its subsidiaries, the agent for the revolving credit facility and the collateral agent for the 7.875% notes.

The 7.875% Notes Indenture contains restrictive covenants, including, without limitation, limitations on our ability and the ability of our restricted subsidiaries to: incur additional debt; restrict dividends or other payments of subsidiaries; make investments; engage in transactions with affiliates; create liens on assets; engage in sale/leaseback transactions; and consolidate, merge or transfer all or substantially all of our assets and the assets of our restricted subsidiaries. In addition, subject to certain exceptions, the 7.875% Notes Indenture does not permit us to pay dividends on, redeem or repurchase our capital stock or make other restricted payments unless certain conditions are met, including (i) no default under the 7.875% Notes Indenture has occurred and is continuing, (ii) we and our subsidiaries maintain a consolidated coverage ratio of 2.0 to 1.0 on a pro forma basis and (iii) the aggregate amount of the dividends or payments made under this restriction would not exceed 50% of consolidated net income from October 1, 2010 to the end of the most recent fiscal quarter (or, if consolidated net income for such period is a deficit, minus 100% of such deficit), plus cash proceeds received from certain issuances of capital stock, plus certain other amounts. These covenants are subject to important qualifications and exceptions set forth in the 7.875% Notes Indenture. We were in compliance with these covenants as of March 31, 2015.

The 7.875% Notes Indenture provides for events of default (subject in certain cases to customary grace and cure periods) which include, among others:

- nonpayment of principal or interest when due;
- breach of covenants or other agreements in the 7.875% Notes Indenture;
- defaults in payment of certain other indebtedness;
- certain events of bankruptcy or insolvency; and
- certain defaults with respect to the security interests.

Generally, if an event of default occurs, the trustee or the holders of at least 25% in principal amount of the then outstanding 7.875% notes may declare the principal of and accrued but unpaid interest on all of the 7.875% notes to be due and payable immediately. All provisions regarding remedies in an event of default are subject to the Intercreditor Agreement.

We could have redeemed the 7.875% notes, in whole or in part, at any time prior to April 15, 2014 at a redemption price equal to 100% of the principal amount, plus accrued and unpaid interest, if any, to the redemption date, plus the "make-whole" premium in the 7.875% Notes Indenture. We evaluated the "make-whole" premium under ASC 815-15, plus accrued and unpaid interest, if any, to the redemption date. We have not redeemed any amounts of the 7.875% notes since inception. If we experience certain change of control events, holders of the 7.875% notes may require us to repurchase all or part of their notes at 101% of the principal amount thereof, plus accrued and unpaid interest, if any, to the repurchase date.

Covenants and Liquidity

We continue to operate in a challenging economic environment, and our ability to comply with the covenants in the Second ARLS Agreement may be affected in the future by economic or business conditions beyond our control. Based on our current forecast, we believe that we will be able to maintain compliance with the fixed charge coverage ratio covenant, if applicable, and other covenants in the Second ARLS Agreement for the next twelve months; however, no assurances can be given that we will be able to comply. We base our forecasts on historical experience, industry forecasts and various other assumptions that we believe are reasonable under the circumstances. If actual results are substantially different than our current forecast, or if we do not realize a significant portion of our planned cost savings or sustain sufficient cash or borrowing availability, we could be required to comply with our financial covenants, and there is no assurance that we would be able to comply with such financial covenants. If we do not comply with the financial and other covenants in the Second ARLS Agreement, and we are unable to obtain necessary waivers or amendments from the lender, we would be precluded from borrowing under the Second ARLS Agreement, which could have a material adverse effect on our business, financial condition and liquidity. If we are unable to borrow under the Second ARLS Agreement, we will need to meet our capital requirements using other sources and alternative sources of liquidity may not be available on acceptable terms. In addition, if we do not comply with the financial and other covenants in the Second ARLS Agreement, the lender could declare an event of default under the Second ARLS Agreement, and our indebtedness thereunder could be declared immediately due and payable, which would also result in an event of default under the 7.875% notes. Any of these events would have a material adverse effect on our business, financial condition and liquidity.

We believe that cash on hand, cash flow from operating activities together with available borrowings under the Loan and Security Agreement will be sufficient to fund currently anticipated working capital, planned capital spending, certain strategic initiatives and debt service requirements for at least the next 12 months. No assurance can be given, however, that this will be the case.

Forward-Looking Statements

All statements, other than statements of historical fact included in this Form 10-Q, including without limitation the statements under “Management’s Discussion and Analysis of Financial Condition and Results of Operations” are, or may be deemed to be, forward-looking statements which speak only as of the date the statements were made. When used in this Form 10-Q, the words “believes,” “anticipates,” “plans,” “expects,” “intend,” “will,” “should,” “could,” “would,” “project,” “continue,” “likely,” and similar expressions, as they relate to us, are intended to identify forward-looking statements. Such forward-looking statements may include management’s current expectations for future periods with respect to industry outlook, financial covenant compliance, anticipated effects of acquisitions, production of new products, plans for capital expenditures and our results of operations or financial position and liquidity, and are based on the beliefs of our management as well as on assumptions made by and information currently available to us at the time such statements were made. Investors are warned that actual results may differ from management’s expectations. Various economic and competitive factors could cause actual results to differ materially from those discussed in such forward-looking statements, including factors which are outside of our control, such as risks relating to: (i) general economic or business conditions affecting the markets in which we serve; (ii) our ability to develop or successfully introduce new products; (iii) risks associated with conducting business in foreign countries and currencies; (iv) increased competition in the heavy-duty truck or construction market; (v) our failure to complete or successfully integrate additional strategic acquisitions; (vi) the impact of changes in governmental regulations on our customers or on our business; (vii) the loss of business from a major customer or the discontinuation of particular commercial vehicle platforms; (viii) our ability to obtain future financing due to changes in the lending markets or our financial position; (ix) our ability to comply with the financial covenants in our revolving credit facility; and (x) various other risks as outlined under the heading “Risk Factors” in our 2014 Form 10-K. All subsequent written and oral forward-looking statements attributable to us or persons acting on our behalf are expressly qualified in their entirety by such cautionary statements.

ITEM 3 – QUANTITATIVE AND QUALITATIVE DISCLOSURES ABOUT MARKET RISK

We believe there are no material changes in the quantitative and qualitative market risks since our 2014 Form 10-K.

ITEM 4 – CONTROLS AND PROCEDURES

Disclosure Controls and Procedures . Our senior management is responsible for establishing and maintaining disclosure controls and procedures (as defined in Rule 13a-15(e) and 15d-15(e) under the Securities Exchange Act of 1934, as amended (the “Exchange Act”)), designed to ensure that information required to be disclosed by us in the reports that we file or submit under the Exchange Act is recorded, processed, summarized and reported, within the time periods specified in the Securities and Exchange Commission’s rules and forms. Disclosure controls and procedures include, without limitation, controls and procedures designed to ensure that information required to be disclosed by an issuer in the reports that it files or submits under the Exchange Act is accumulated and communicated to the issuer’s management, including its principal executive officer or officers and principal financial officer or officers, or persons performing similar functions, as appropriate to allow timely decisions regarding required disclosure.

We have evaluated the effectiveness of our disclosure controls and procedures (as defined in Rules 13a-15(e) and 15d-15(e) under the Exchange Act) as of the end of the period covered by this report, with the participation of our Chief Executive Officer and Chief Financial Officer, as well as other key members of our management. Based upon the disclosure controls evaluation, our CEO and CFO have concluded that as of March 31, 2015, our internal controls over financial reporting were effective.

Changes in Internal Control over Financial Reporting. There were no changes in our internal control over financial reporting during the three months ended March 31, 2015 that has materially affected, or is reasonably likely to materially affect, our internal control over financial reporting.

Inherent Limitations on Effectiveness of Controls. Our management, including our Chief Executive Officer and Chief Financial Officer, does not expect that our disclosure controls or our internal control over financial reporting will prevent or detect all errors and all fraud. A control system, no matter how well designed and operated, can provide only reasonable, not absolute, assurance that the control system's objectives will be met. The design of a control system must reflect the fact that there are resource constraints, and the benefits of controls must be considered relative to their costs. Further, because of the inherent limitations in all control systems, no evaluation of controls can provide absolute assurance that misstatements due to error or fraud will not occur or that all control issues and instances of fraud, if any, within the company have been detected. These inherent limitations include the realities that judgments in decision-making can be faulty and that breakdowns can occur because of simple error or mistake. Controls also can be circumvented by the individual acts of some persons, by collusion of two or more people, or by management override of the controls. The design of any system of controls is based in part on certain assumptions about the likelihood of future events, and there can be no assurance that any design will succeed in achieving its stated goals under all potential future conditions. Projections of any evaluation of controls effectiveness to future periods are subject to risks. Over time, controls may become inadequate because of changes in conditions or deterioration in the degree of compliance with policies or procedures.

Table of Contents

PART II. OTHER INFORMATION

Item 1. Legal Proceedings:

We are subject to various legal proceedings and claims arising in the ordinary course of business, including, but not limited to, workers' compensation claims, OSHA investigations, employment disputes, unfair labor practice charges, customer and supplier disputes, product liability claims, intellectual property disputes, environmental claims, and examinations by the Internal Revenue Service arising out of the conduct of our businesses. We are not involved in any litigation at this time in which we expect that an unfavorable outcome of the proceedings will have a material adverse effect on our financial position, results of operations or cash flows.

Item 1A. Risk Factors:

There have been no material changes to our risk factors as disclosed in Item 1A. "Risk Factors" in our 2014 Form 10-K.

Item 2. Unregistered Sales of Equity Securities and Use of Proceeds.

We did not sell any equity securities during the three months ended March 31, 2015 that were not registered under the Securities Act of 1933, as amended.

Item 3. Defaults Upon Senior Securities.

Not applicable.

Item 4. Mine Safety Disclosures.

Not applicable.

Item 5. Other Information.

Not applicable.

Item 6. Exhibits:

10.1*	Commercial Vehicle Group, Inc. 2015 Annual Incentive Plan.
10.2*	Offer letter, dated October 7, 2013, to Brent Walters.
10.3*	The Change-in-Control Agreement between the Company and Brent Walters dated October 24, 2014.
10.4	Amendment No. 1 to Second Amended and Restated Loan and Security Agreement made as of March 31, 2015.
31.1	302 Certification by Richard P. Lavin, President and Chief Executive Officer.
31.2	302 Certification by C. Timothy Trenary, Chief Financial Officer.
32.1	Certification Pursuant to 18 U.S.C. Section 1350, as adopted pursuant to Section 906 of the Sarbanes-Oxley Act of 2002.
32.2	Certification Pursuant to 18 U.S.C. Section 1350, as adopted pursuant to Section 906 of the Sarbanes-Oxley Act of 2002.
101	Interactive Data Files.

* Management contract or compensatory plan or arrangement.

Table of Contents

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, thereunto duly authorized.

COMMERCIAL VEHICLE GROUP, INC.

Date: May 8, 2015

By: /s/ C. Timothy Trenary
C. Timothy Trenary
Chief Financial Officer
(Principal Financial Officer)

Date: May 8, 2015

By: /s/ Stacie N. Fleming
Stacie N. Fleming
Chief Accounting Officer
(Principal Accounting Officer)

Exhibit 10.1

The Commercial Vehicle Group, Inc. (the "Company") 2015 Annual Incentive Plan (the "2015 Plan") period will be one year, coinciding with the Company's fiscal year. The performance measures are exclusively financial in nature and will include net sales, operating profit margin, and operating profit after capital charge ("OPACC").

Participants assigned to a specific Business Unit will have a mix of consolidated and line of business metrics that promotes high level collaboration and divisional "line of sight" performance. Corporate participants will have consolidated metrics.

2015 Annual Incentive Plan Metrics and Weighting

	Net Sales		**Operating Profit Margin**		**OPACC**	
	Corporate	Business Unit	Corporate	Business Unit	All	**TOTAL**
Corporate Participants	20%		60%		20%	100%
Business Unit Executives		15%	60%	10%	15%	100%
Business Unit Associates		15%	20%	50%	15%	100%

2015 Annual Incentive Plan Performance Payouts
(See Addendum for 2015 Performance Targets)

Below Threshold	No Payout
Threshold Performance	25% Payout
Target Performance (Plan)	100% Payout
Superior/Maximum Performance	200% Payout

Payouts for results between the threshold and target levels of performance and between the target and maximum levels of performance will be determined using straight line interpolation.

Participation

New hires selected to participate in the 2015 Plan will be eligible to participate in the first year of employment with the first year's award pro-rated based on the number of complete calendar months worked in the plan year, unless otherwise indicated at hire.

Plan Payout Approach

Awards under the 2015 Plan shall be paid as wages as a separate line item, or via separate check through the normal payroll process. All awards paid under the 2015 Plan shall be subject to applicable tax withholding requirements. Participants must be actively employed on the date of payout to receive a payment. Participants who are terminated for any reason prior to the payout date will forfeit their calculated award. The disposition of individual questions, disputes or exceptions will be determined by the Chief Financial Officer and Chief Executive Officer. Any inquiry or dispute regarding the 2015 Plan, or payments under the 2015 Plan, must be directed in writing to the Chief Human Resources Officer.

Administration

The 2015 Plan will be administered by the Compensation Committee of the Board of Directors, with support from the Chief Human Resources Officer, the Chief Financial Officer, and the Chief Executive Officer of the Company. The Compensation Committee has the discretion to review, modify and approve the calculation of the annual performance goals and determine the amount of any bonuses payable under the 2015 Plan for the sole purpose of ensuring that the incentive payments are calculated with the same intentions in which the targets have been set for the current year, including making adjustments to eliminate the effects of restructuring and other (income) expenses not foreseen at the time the 2015 Plan was established, which may include:

- Significant changes in accounting policies
- Third party costs associated with non-integration, merger & acquisition expense
- Early extinguishment of debt
- Significant gains or losses on the unplanned sale of a business segment or property
- Restructuring costs associated with workforce reductions
- Significant asset impairment charges, excluding reserves made in the normal course of business
- Benefits or expenses associated with significant changes in deferred taxes

- FX moves against US currency
- Unusual material legal settlements, exclusive of defense or litigation costs

In addition, the Compensation Committee has the discretion to increase or decrease the payouts based on significant differences in individual performance of each of the executive officers or other 2015 Plan participants.

The existence of a plan does not guarantee a payment under the 2015 Plan and CVG reserves the right to amend or eliminate the 2015 Plan at any time. Participation in the 2015 Plan is not a guarantee of the right to participate in a plan in future years. Participants must continue to satisfy the requirements of the 2015 Plan in order to participate. Participants shall also be subject to all applicable conduct and performance standards including, without limitation, the Company's Code of Ethics, at all times while performing transactions for which awards are payable hereunder. The Chief Executive Officer may cancel an award related to, or in recognition of, a particular transaction if the Company discovers that the Participant to whom the award may be due has violated any of the above conditions. If the Company discovers such a violation after it has paid an award, the Company reserves the right to pursue any means allowed by law to recover the amount of such an award.

Payments will be calculated under the 2015 Plan utilizing the published metrics. Calculated payments will be presented to the Compensation Committee for review and approval prior to payment.

General

The 2015 Plan, participation hereunder, and/or receipt of an award shall neither create nor constitute a contract of employment. Neither the 2015 Plan nor participation hereunder shall guarantee future employment for any period of time. Participants remain employees at will, and either the Company or a Participant may terminate the Participant's employment at any time for any reason.

Payments under the 2015 Plan will not be taken into account for purposes of calculating a Participant's benefits under any of the Company's other employee benefit plans or arrangements unless otherwise expressly and specifically provided in such benefit plan or arrangement.

The 2015 Plan is unfunded and a Participant's rights under the 2015 Plan will be equivalent to that of an unsecured general creditor of the Company. The 2015 Plan is intended to be exempt from Internal Revenue Code section 409A and will be administered accordingly.

Exhibit 10.2

October 7, 2013

Mr. Brent A. Walters
920 Wootton Rd.
Bryn Mawr, PA 19010

Subject: Employment Offer

Dear Brent:

On behalf of Rich Lavin, I am pleased to extend the following offer of employment with Commercial Vehicle Group, Inc. (The "Company").

Job Title General Counsel, Chief Compliance Officer & Corporate Secretary

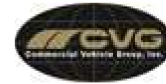
Start Date Monday, October 28, 2013

Reports To Rich Lavin, President and Chief Executive Officer

Salary $315,000 if annualized, payable bi-weekly

Relocation The Company will pay or reimburse all documented, reasonable and customary expenses related to your relocation to Central Ohio. Relocation benefits include home marketing assistance, temporary housing, costs associated with the sale and/or purchase of a home, and relocation of household goods. Relocation services may be provided by SIRVA on behalf of Commercial Vehicle Group. The maximum budget for your relocation is $100,000. Costs incurred in excess of the budget may be considered but are subject to specific review and additional approvals as expense overruns are incurred.

All eligible expenses must be incurred and submitted within 12 months of your hire date in order to be eligible for relocation benefits. All relocation expenses paid or reimbursed by the Company are recoverable if you resign or are terminated for cause within 24 months of your final relocation payment. The amount recoverable will be equal to 1/24th of the reimbursement for each full month left in the repayment period at the time of separation.



Equity Incentives You will be eligible to receive equity and other long-term incentive awards under any applicable plan adopted by the Company during your employment term for which similarly situated employees are generally eligible. The level of participation in any such plan shall be determined at the sole discretion of the Board from time to time.

(a) You will be granted, within thirty (30) days of hire, an award of 10,000 shares of restricted stock pursuant to the terms of the Company's Equity Incentive Plan. Such restricted stock will vest ratably over three years. The terms and conditions of the award shall be governed in all respects by the definitive documentation related to the grant of such award.

(b) You shall be eligible, pursuant to the terms of the Company's long-term incentive plan, to receive an additional discretionary annual restricted stock and/or restricted cash award. The terms and conditions of such awards will be no less favorable than those awards granted to other senior officers of the Company, except to the extent duplicative of the restricted shares received at hire.

Bonus You will be eligible for an annual discretionary award targeted at 75% of your base compensation, pro-rated for 2013 based on your start date.

The 2013 Annual Incentive Plan measures are exclusively financial in nature and are tied to corporate and divisional Net Sales, Operating Profit Margin and Return on Average Invested Capital targets. Payouts range from 0% - 200% of target based on performance against plan.

Vacation Four weeks per calendar year, pro-rated for 2013 at 13.33 hours per month.

Holidays Ten days, in accordance with annual observation calendar.

Group Benefits Hospital/Surgical/Medical, Dental and Vision insurance is available for you and all eligible dependents. Coverage is effective on the first day of the month following your date of hire. A bi-weekly payroll deduction will apply based on the type of coverage you select.

Group life insurance coverage equal to $750,000 is provided at no cost to you and with no medical exam required. This coverage is also effective on the first day of the month following your date of hire.

Short term disability coverage applies after 180 days of employment and provides disability pay at 100% of your base salary for the first two weeks and up to an additional 24 weeks at 60% of base salary.

Long term disability coverage takes effect following the exhaustion of your short term disability coverage.

All associates over the age of eighteen are eligible for enrollment in our 401(k) Savings Plan on the first day of the month following date of hire. Currently, the company matching contribution is fifty cents for every dollar contributed, up to 6% of annual salary. Matching contributions vest ratably over three years.

You will also be eligible to enroll in Commercial Vehicle Group's Deferred Compensation Plan.

Details on our salaried benefit programs are enclosed with this letter. Notwithstanding the foregoing, the Company may modify or terminate any employee benefit plan at any time.

Stock Ownership	Pursuant to the Company's Stock Ownership Guidelines published March 7, 2011, executive officers are expected to own and hold shares of the Company's common stock with a Value (as defined in the Stock Ownership Policy) equal to two times your annual base salary.
Conditional	This offer is contingent upon you successfully passing a pre-employment background check and drug screen.

This offer will remain open through close of business on October 10, 2013. If you have any questions, please contact me directly at 614-289-0253.

On behalf of Rich Lavin, and all of us at CVG, we anticipate your positive response and look forward to welcoming you to the organization soon.

Sincerely,

/s/ Laura Macias

Laura L. Macias
Vice President Human Resources

Exhibit 10.3

This Agreement is made as of this 24th day of October, 2014, by and between Brent Walters (" Executive ") and Commercial Vehicle Group, Inc., a Delaware corporation with its principal office at 7800 Walton Parkway, New Albany, Ohio 43054, its subsidiaries, successors and assigns (the " Company ").

Recitals

A. The Company is engaged in the business of developing, manufacturing, and marketing of interior systems, vision safety solutions and other cab-related products for the global commercial vehicle market, including the heavy-duty (Class 8) truck market, the construction market and other specialized transportation markets and in connection therewith develops and uses valuable technical and nontechnical trade secrets and other confidential information which it desires to protect.

B. You will continue to be employed as an officer or key employee of the Company.

C. The Company considers your continued services to be in the best interest of the Company and desires, through this Agreement, to assure your continued services on behalf of the Company on an objective and impartial basis and without distraction or conflict of interest in the event of an attempt to obtain control of the Company.

D. You are willing to remain in the employ of the Company on the terms set forth in this agreement.

Agreement

NOW, THEREFORE, the parties agree as follows:

1. **Consideration.** As consideration for your entering into this Agreement and your willingness to remain bound by its terms, the Company shall continue to employ you and provide you with access to certain Confidential Information as defined in this Agreement and other valuable consideration as provided for throughout this Agreement, including in Sections 3 and 4 of this Agreement.

2. **Employment.**

   a) **Position.** You will continue to be employed as Senior Vice President and General Counsel reporting to the President and Chief Executive Officer of the Company. You shall continue to perform the duties, undertake the responsibilities and exercise the authority customarily performed, undertaken and exercised by persons employed in similar executive capacities.

   b) **Restricted Employment.** While employed by the Company, you shall devote your best efforts to the business of the Company and shall not engage in any outside

employment or consulting work without first securing the approval of the Company's Board of Directors. Furthermore, so long as you are employed under this Agreement, you agree to devote your full time and efforts exclusively on behalf of the Company and to competently, diligently, and effectively discharge your duties hereunder. You shall not be prohibited from engaging in such personal, charitable, or other non-employment activities that do not interfere with your full time employment hereunder and which do not violate the other provisions of this Agreement. You further agree to comply fully with all policies and practices of the Company as are from time to time in effect.

3. Compensation.

a) Your compensation will be continued at your current annual base rate ("Basic Salary"), payable in accordance with the normal payroll practices of the Company. Your base salary may be increased from time to time by action of the Board of Directors of the Company. You will also be eligible for a cash bonus under a performance bonus plan which is determined annually by the Board of Directors of the Company.

b) You will be entitled to receive equity and other long term incentive awards (including but not limited to stock awards) pursuant to the terms of the Company's Equity Incentive Plan or other plan adopted by the Board of Directors of the Company from time to time. If a "Change in Control," as defined in Section 8(e)(v) shall occur (i) in which the Company does not survive as a result of such Change in Control or substantially all of the assets of the Company are sold as a result of such Change in Control, and (ii) in which the surviving entity does not assume the obligations of your outstanding stock options upon the Change in Control, then all outstanding stock options and restricted stock issued to you prior to the Change in Control will be immediately vested upon such Change of Control and such options will be exercisable for a period of at least 12 months from the date of the Change in Control, but, in no event, following the expiration date of the term of such stock options.

c) Subject to applicable Company policies, you will be reimbursed for necessary and reasonable business expenses incurred in connection with the performance of your duties hereunder or for promoting, pursuing or otherwise furthering the business or interests of the Company.

4. Fringe Benefits. You will be entitled to receive employee benefits and participate in any employee benefit plans, in accordance with their terms as from time to time amended, that the Company maintains during your employment and which are made generally available to all other executive management employees in like positions. This includes medical and dental insurance, life insurance, disability insurance, supplemental medical insurance and 401(k) plan including all executive benefits as approved by the Board of Directors' Compensation Committee.

5. Confidential Information.

a) As used throughout this Agreement, the term "Confidential Information" means any information you acquire during employment by the Company (including information you conceive, discover or develop) which is not readily available to the general public and which relates to the business, including research and development projects, of the Company, its subsidiaries or its affiliated companies.

b) Confidential Information includes, without limitation, information of a technical nature (such as trade secrets, inventions, discoveries, product requirements, designs, software codes and manufacturing methods), matters of a business nature (such as customer lists, the identities of customer contacts, information about customer requirements and preferences, the terms of the Company's contracts with its customers and suppliers, and the Company's costs and prices), personnel information (such as the identities, duties, customer contacts, and skills of the Company's employees) and other financial information relating to the Company and its customers (including credit terms, methods of conducting business, computer systems, computer software, personnel data, and strategic marketing, sales or other business plans). Confidential Information may or may not be patentable.

c) Confidential Information does not include information which you learned prior to employment with the Company from sources other than the Company, information you develop after employment from sources other than the Company's Confidential Information or information which is readily available to persons with equivalent skills, training and experience in the same fields or fields of endeavor as you. You must presume that all information that is disclosed or made accessible to you during employment by the Company is Confidential Information if you have a reasonable basis to believe the information is Confidential Information or if you have notice that the Company treats the information as Confidential Information.

d) Except in conducting the Company's business, you shall not at any time, either during or following your employment with the Company, make use of, or disclose to any other person or entity, any Confidential Information unless (i) the specific information becomes public from a source other than you or another person or entity that owes a duty of confidentiality to the Company and (ii) twelve months have passed since the specific information became public. However, you may discuss Confidential Information with employees of the Company when necessary to perform your duties to the Company. Notwithstanding the foregoing, if you are ordered by a court of competent jurisdiction to disclose Confidential Information, you will officially advise the Court that you are under a duty of confidentiality to the Company hereunder, take reasonable steps to delay disclosure until the Company may be heard by the Court, give the Company prompt notice of such Court order, and if ordered to disclose such Confidential Information you shall seek to do so under seal or in camera or in such other manner as reasonably designed to restrict the public disclosure and maintain the maximum confidentiality of such Confidential Information.

e) Upon Employment Separation, you shall deliver to the Company all originals, copies, notes, documents, computer data bases, disks, and CDs, or records of any kind that reflect or relate to any Confidential Information. As used herein, the term "notes" means written or printed words, symbols, pictures, numbers or formulae. As used throughout this Agreement, the term "Employment Separation" means the separation from and/or termination of your employment with the Company, regardless of the time, manner or cause of such separation or termination.

6. Inventions.

a) As used throughout this Agreement, the term "Inventions" means any inventions, improvements, designs, plans, discoveries or innovations of a technical or business nature, whether patentable or not, relating in any way to the Company's business or contemplated business if the Invention is conceived or reduced to practice by you during your employment by the Company. Inventions include all data, records, physical embodiments and intellectual property pertaining thereto. Inventions reduced to practice within one year following Employment Separation shall be presumed to have been conceived during employment.

b) Inventions are the Company's exclusive property and shall be promptly disclosed and assigned to the Company without additional compensation of any kind. If requested by the Company, you, your heirs, your executors, your administrators or legal representative will provide any information, documents, testimony or other assistance needed for the Company to acquire, maintain, perfect or exercise any form of legal protection that the Company desires in connection with an Invention.

c) Upon Employment Separation, you shall deliver to the Company all copies of and all notes with respect to all documents or records of any kind that relate to any Inventions.

7. Non-competition and Non-solicitation.

a) By entering into this Agreement, you acknowledge that the Confidential Information has been and will be developed and acquired by the Company by means of substantial expense and effort, that the Confidential Information is a valuable asset of the Company's business, that the disclosure of the Confidential Information to any of the Company's competitors would cause substantial and irreparable injury to the Company's business, and that any customers of the Company developed by you or others during your employment are developed on behalf of the Company. You further acknowledge that you have been provided with access to Confidential Information, including Confidential Information concerning the Company's major customers, and its technical, marketing and business plans, disclosure or misuse of which would irreparably injure the Company.

b) In exchange for the consideration specified in Section 1 of this Agreement — the adequacy of which you expressly acknowledge — you agree that during your employment by the Company and for a period of twelve (12) months following Employment Separation, you shall not, directly or indirectly, as an owner, shareholder, officer, employee, manager, consultant, independent contractor, or otherwise:

(ii) Attempt to recruit or hire, interfere with or harm, or attempt to interfere with or harm, the relationship of the Company, its subsidiaries or affiliates, with any person who is an employee, customer or supplier of the Company, it subsidiaries or affiliates;

(iii) Contact any employee of the Company for the purpose of discussing or suggesting that such employee resign from employment with the Company

for the purpose of becoming employed elsewhere or provide information about individual employees of the Company or personnel policies or procedures of the Company to any person or entity, including any individual, agency or company engaged in the business of recruiting employees, executives or officers; or

(iv) Own, manage, operate, join, control, be employed by, consult with or participate in the ownership, management, operation or control of, or be connected with (as a stockholder, partner, or otherwise), any business, individual, partner, firm, corporation, or other entity that competes or plans to compete, directly or indirectly, with the Company, its products, or any division, subsidiary or affiliate of the Company; provided, however, that your "beneficial ownership," either individually or as a member of a "group" as such terms are used in Rule 13d of the General Rules and Regulations under the Securities Exchange Act of 1934, as amended (the " Exchange Act "), of not more than two percent (2%) of the voting stock of any publicly held corporation, shall not be a violation of this Agreement.

8. Termination of Employment.

a) *Termination Upon Death or Disability.* Your employment will terminate automatically upon your death. The Company will be entitled to terminate your employment because of your disability upon 30 days written notice. "Disability" will mean "total disability" as defined in the Company's long term disability plan or any successor thereto. In the event of a termination under this Section, 8 (a), the Company will pay you the earned but unpaid portion of your Basic Salary through the termination date. Additionally, you will be entitled to any Annual Bonus earned with respect to the previous calendar year, but unpaid as of the employment termination date; and a prorated amount of the Annual Bonus for the calendar year in which the termination occurs, calculated by multiplying the Annual Bonus that the Executive would have received for such year had Executive's employment continued through the end of such calendar year by a fraction, the numerator of which is the number of days the Executive was employed during the applicable year and the denominator of which is 365.

b) *Termination by Company for Cause.* An Employment Separation for Cause will occur upon a determination by the Company that "Cause" exists for your termination and the Company serves you written notice of such termination. As used in this Agreement, the term "Cause" shall refer only to any one or more of the following grounds:

(i) Commission of an act of dishonesty involving the Company, its business or property, including, but not limited to, misappropriation of funds or any property of the Company;

(v) Engagement in activities or conduct clearly injurious to the best interests or reputation of the Company;

(vi) Willful and continued failure substantially to perform your duties under this Agreement (other than as a result of physical or mental illness or injury), after the Board of Directors of the Company delivers to you a written demand for substantial performance that specifically identifies the manner in which the Board believes that you have not substantially performed your duties;

(vii) Illegal conduct or gross misconduct that is willful and results in material and demonstrable damage to the business or reputation of the Company;

(viii) The clear and willful violation of any of the material terms and conditions of this Agreement or any other written agreement or agreements you may from time to time have with the Company;

(ix) The clear and willful violation of the Company's code of business conduct or the clear violation of any other rules of behavior as may be provided in any employee handbook which would be grounds for dismissal of any employee of the Company; or

(x) Commission of a crime which is a felony, a misdemeanor involving an act of moral turpitude, or a misdemeanor committed in connection with your employment by the Company which causes the Company a substantial detriment.

(xi) No act or failure to act shall be considered "willful" unless it is done, or omitted to be done, by you in bad faith or without reasonable belief that your action or omission was in the best interests of the Company. Any act or failure to act that is based upon authority given pursuant to a resolution duly adopted by the Board of Directors, or the advice of counsel for the Company, shall be conclusively presumed to be done, or omitted to be done, by you in good faith and in the best interests of the Company.

(xii) In the event of a termination under this Section 8 (b), the Company will pay you only the earned but unpaid portion of your Basic Salary through the termination date.

(xiii) Following a termination for Cause by the Company, if you desire to contest such determination, your sole remedy will be to submit the Company's determination of Cause to arbitration in Columbus, Ohio before a single arbitrator under the commercial arbitration rules of the American Arbitration Association. If the arbitrator determines that the termination was other than for Cause, the Company's sole liability to you will be the amount that would be payable to you under Section 8.d) of this Agreement for a termination of your employment by the Company without Cause. Each party will bear his or its own expenses of the arbitration.

c) Termination by You. In the event of an Employment Separation as a result of a termination by you for any reason, you must provide the Company with at least 14 days advance written notice ("Notice of Termination") and continue working for the Company during the 14-day notice period, but only if the Company so desires to continue your employment and to compensate you during such period.

In the event of such termination under this Section, the Company will pay you the earned but unpaid portion of your Basic Salary through the termination date.

d) *Termination by Company Without Cause.* In the event of an Employment Separation as a result of termination by the Company without Cause, the Company will pay you the earned but unpaid portion of your Basic Salary through the termination date and will continue to pay you your Basic Salary in accordance with the Company's payroll practices in effect at the time of the Employment Separation for an additional twelve (12) months (the "Severance Period"); provided, however, any such payments will immediately end if (i) you are in violation of any of your obligations under this Agreement, including Sections 5, 6 or 7 ; or (ii) the Company, after your termination, learns of any facts about your job performance or conduct that would have given the Company Cause, as defined in Section 8.b), to terminate your employment. Additionally, you will be entitled to any Annual Bonus earned with respect to the previous calendar year, but unpaid as of the employment termination date; and a prorated amount of the Annual Bonus for the calendar year in which the termination occurs, calculated by multiplying the Annual Bonus that the Executive would have received for such year had Executive's employment continued through the end of such calendar year by a fraction, the numerator of which is the number of days the Executive was employed during the applicable year and the denominator of which is 365.

e) Termination Following Change of Control. If a "Change in Control", as defined in Section 8 e) (v), shall have occurred and within 13 months following such Change in Control the Company terminates your employment other than for Cause, as defined in Section 8.b), or you terminate your employment for Good Reason, as that term is defined in Section 8 e) (vi), then you shall be entitled to the benefits described below:

(i) You shall be entitled to the unpaid portion of your Basic Salary plus credit for any vacation accrued but not taken and the amount of any earned but unpaid portion of any bonus, incentive compensation, or any other Fringe Benefit to which you are entitled under this Agreement through the date of the termination as a result of a Change in Control (the "Unpaid Earned Compensation"), plus 1.0 times your "Current Annual Compensation" as defined in this Section 8e (i) (the "Salary Termination Benefit"). "Current Annual Compensation" shall mean the total of your Basic Salary in effect at the Termination Date, plus the average annual performance bonus actually received by you over the last three years fiscal years (or if you have been employed for a shorter period of time over such period during which you performed services for the Company) plus any medical, financial and insurance coverage provided presently under your current annual compensation plan, and shall not include the value of any stock options granted or exercised, restricted stock awards granted or vested, contributions to 401(k) or other qualified plans."

(ii) Immediate vesting of all outstanding stock options and restricted stock awards issued to you, and thereafter shall be exercisable for a period of at least 12 months after the Termination Date but, in no event following the expiration date of the term of such stock options.

(iii) The Company shall maintain for your benefit (or at your election make COBRA payments for your benefit), until the earlier of (A) 12 months after termination of employment following a Change in Control, or (B) your commencement of full-time employment with a new employer with comparable benefits, all life insurance, medical, health and accident, and disability plans or programs, such plans or programs to be maintained at the then current standards of the Company, in which you shall have been entitled to participate prior to termination of employment following a Change in Control, provided your continued participation is permitted under the general terms of such plans and programs after the Change in Control ("Fringe Termination Benefit"); (collectively the Salary Termination Benefit and the Fringe Termination Benefit are referred to as the "Termination Benefits").

(iv) The Unpaid Earned Compensation shall be paid to you within 15 days after termination of employment, one-half of the Salary Termination Benefit shall be payable to you as severance pay in a lump sum payment within 30 days after termination of employment, and one-half of the Salary Termination Benefit shall be payable to you as severance pay in equal monthly payments commencing 30 days after termination of employment and ending on the date that is the earlier of two and one-half months after the end of the Company's fiscal year in which termination occurred or your death; provided, however, the Company may immediately discontinue the payment of the Termination Benefits if (i) you are in violation of any of your obligations under this Agreement, including in Sections 5, 6 or 7; and/or (ii) the Company, after your termination, learns of any facts about your job performance or conduct that would have given the Company Cause as defined in Section 8 (b) to terminate your employment. You shall have no duty to mitigate your damages by seeking other employment, and the Company shall not be entitled to set off against amounts payable hereunder any compensation which you may receive from future employment. To the extent necessary, the parties hereto agree to negotiate in good faith should any amendment to this Agreement required in order to comply with Section 409A of the Code, provided, however, no amendment shall be effected after the occurrence of a Change in Control.

(v) A "Change in Control" shall be deemed to have occurred if and when, after the date hereof, (i) any "person" (as that term is used in Section 13(d) and 14(d) of the Securities Exchange Act of 1934, as amended (the "Exchange Act") on the date hereof), including any "group" as such term is used in Section 13(d)(3) of the Exchange Act on the date hereof, shall acquire (or disclose the previous acquisition of) beneficial ownership (as that term is defined in Section 13(d) of the Exchange Act and the rules thereunder on the date hereof) of shares of the outstanding stock of any class or classes of the Company which results in such person or group possessing more than 50% of the total voting power of the Company's outstanding voting securities ordinarily having the right to vote for the election of directors of the Company; or (ii) as the result of, or in connection with, any tender or exchange offer, merger or other business combination, or contested election, or any combination of the foregoing transactions (a "Transaction"), the owners of the voting shares of the Company outstanding immediately

prior to such Transaction own less than a majority of the voting shares of the Company after the Transaction; or (iii) during any period of two consecutive years during the term of this Agreement, individuals who at the beginning of such period constitute the Board of Directors of the Company (or who take office following the approval of a majority of the directors then in office who were directors at the beginning of the period) cease for any reason to constitute at least one-half thereof, unless the election of each director who was not a director at the beginning of such period has been approved in advance by directors of the Company representing at least one-half of the directors then in office who were directors at the beginning of the period; or (iv) the sale, exchange, transfer, or other disposition of all or substantially all of the assets of the Company (a "Sale Transaction") shall have occurred. Notwithstanding the foregoing, an event shall not be treated as a "Change in Control" hereunder unless such event also constitutes a change in the ownership or effective control of a corporation, or a change in the ownership of a substantial portion of the assets of a corporation pursuant to the Section 409A of the Internal Revenue Code of 1986, as amended (the "Code") and the treasury regulations and other official guidance promulgated thereunder (collectively, "Code Section 409A").

(vi) As used in this Agreement, the term "Good Reason" means, without your written consent:

(A) a material change in your status, position or responsibilities which, in your reasonable judgment, does not represent a promotion from your existing status, position or responsibilities as in effect immediately prior to the Change in Control; the assignment of any duties or responsibilities or the removal or termination of duties or responsibilities (except in connection with the termination of employment for total and permanent disability, death, or Cause, or by you other than for Good Reason), which, in your reasonable judgment, are materially inconsistent with such status, position or responsibilities;

(B) a reduction by the Company in your Basic Salary as in effect on the date hereof or as the same may be increased from time to time during the term of this Agreement or the Company's failure to increase (within twelve months of your last increase in Basic Salary) your Basic Salary after a Change in Control in an amount which at least equals, on a percentage basis, the average percentage increase in Basic Salary for all executive and senior officers of the Company, in like positions, which were effected in the preceding twelve months;

(C) the relocation of the Company's principal executive offices to a location outside the greater Columbus metropolitan area or the relocation of you by the Company to any place other than the location at which you performed duties prior to a Change in Control, except for required travel on the Company's business to an extent consistent with business travel obligations at the time of a Change in Control;

(D) the failure of the Company to continue in effect, or continue or materially reduce your participation in, any incentive, bonus or other compensation plan in which you participate, including but not limited to the Company's stock option plans, unless an equitable arrangement (embodied in an ongoing substitute or alternative plan), has been made or offered with respect to such plan in connection with the Change in Control;

(E) the failure by the Company to continue to provide you with benefits substantially similar to those enjoyed or to which you are entitled under any of the Company's deferred compensation, pension, profit sharing, life insurance, medical, dental, health and accident, or disability plans at the time of a Change in Control, the taking of any action by the Company which would directly or indirectly materially reduce any of such benefits or deprive you of any material fringe benefit enjoyed or to which you are entitled at the time of the Change in Control, or the failure by the Company to provide the number of paid vacation and sick leave days to which you are entitled on the basis of years of service with the Company in accordance with the Company's normal vacation policy in effect on the date hereof;

(F) the failure of the Company to obtain a satisfactory agreement from any successor or assign of the Company to assume and agree to perform this Agreement;

(G) any request by the Company that you participate in an unlawful act or take any action constituting a breach of your professional standard of conduct; or

(H) any breach of this Agreement on the part of the Company. Notwithstanding anything in this Section to the contrary, your right to terminate your employment pursuant to this Section shall not be affected by incapacity due to physical or mental illness.

(vii) Upon any termination or expiration of this Agreement or any cessation of your employment hereunder, the Company shall have no further obligations under this Agreement and no further payments shall be payable by the Company to you, except as provided in Section 8 above and except as required under any benefit plans or arrangements maintained by the Company and applicable to you at the time of such termination, expiration or cessation of your employment.

(viii) Enforcement of Agreement. The Company is aware that upon the occurrence of a Change in Control, the Board of Directors or a shareholder of the Company may then cause or attempt to cause the Company to refuse to comply with its obligations under this Agreement, or may cause or attempt to cause the Company to institute, or may institute litigation

seeking to have this Agreement declared unenforceable, or may take or attempt to take other action to deny you the benefits intended under this Agreement. In these circumstances, the purpose of this Agreement could be frustrated. Accordingly, if following a Change in Control it should appear to you that the Company has failed to comply with any of its obligations under Section 8 of this Agreement or in the event that the Company or any other person takes any action to declare Section 8 of this Agreement void or enforceable, or institutes any litigation or other legal action designed to deny, diminish or to recover from you the benefits entitled to be provided to you under Section 8, and that you have complied with all your obligations under this Agreement, the Company authorizes you to retain counsel of your choice, at the expense of the Company as provided in this Section 8(e)(viii), to represent you in connection with the initiation or defense of any pre-suit settlement negotiations, litigation or other legal action, whether such action is by or against the Company or any Director, officer, shareholder, or other person affiliated with the Company, in any jurisdiction. Notwithstanding any existing or prior attorney-client relationship between the Company and such counsel, the Company consents to you entering into an attorney-client relationship with such counsel, and in that connection the Company and you agree that a confidential relationship shall exist between you and such counsel, except with respect to any fee and expense invoices generated by such counsel. The reasonable fees and expenses of counsel selected by you as hereinabove provided shall be paid or reimbursed to you by the Company on a regular, periodic basis upon presentation by you of a statement or statements prepared by such counsel in accordance with its customary practices, up to a maximum aggregate amount of $50,000. Any legal expenses incurred by the Company by reason of any dispute between the parties as to enforceability of Section 8 or the terms contained in Section 8 (f) notwithstanding the outcome of any such dispute, shall be the sole responsibility of the Company, and the Company shall not take any action to seek reimbursement from you for such expenses.

f) The noncompetition periods described in Section 7 of this Agreement shall be suspended while you engage in any activities in breach of this Agreement. In the event that a court grants injunctive relief to the Company for your failure to comply with Section 7, the noncompetition period shall begin again on the date such injunctive relief is granted.

g) Nothing contained in this Section 8 shall be construed as limiting your obligations under Sections 5, 6 or 7 of this Agreement concerning Confidential Information, Inventions, or Noncompetition and Non-solicitation.

9. <u>Remedies; Venue; Process.</u>

a) You hereby acknowledge and agree that the Confidential Information disclosed to you prior to and during the term of this Agreement is of a special, unique and extraordinary character, and that any breach of this Agreement will cause the Company irreparable injury and damage, and consequently the Company shall be entitled, in addition to all other legal and equitable remedies available to it, to injunctive and any other equitable relief to prevent or cease a breach of Sections 5,

6 or 7 of this Agreement without further proof of harm and entitlement; that the terms of this Agreement, if enforced by the Company, will not unduly impair your ability to earn a living or pursue your vocation; and further, that the Company may cease paying any compensation and benefits under Section 8 if you fail to comply with this Agreement, without restricting the Company from other legal and equitable remedies. The parties agree that the prevailing party in litigation concerning a breach of this Agreement shall be entitled to all costs and expenses (including reasonable legal fees and expenses) which it incurs in successfully enforcing this Agreement and in prosecuting or defending any litigation (including appellate proceedings) concerning a breach of this Agreement.

b) Except for actions brought under Section 8 (b) of this Agreement, the parties agree that jurisdiction and venue in any action brought pursuant to this Agreement to enforce its terms or otherwise with respect to the relationships between the parties shall properly lie in either the United States District Court for the Southern District of Ohio, Eastern Division, Columbus, Ohio, or the Court of Common Pleas of Franklin County, Ohio. Such jurisdiction and venue is exclusive, except that the Company may bring suit in any jurisdiction and venue where jurisdiction and venue would otherwise be proper if you may have breached Sections 5, 6 or 7 of this Agreement. The parties further agree that the mailing by certified or registered mail, return receipt requested, of any process required by any such court shall constitute valid and lawful service of process against them, without the necessity for service by any other means provided by statute or rule of court.

10. **Exit Interview.** Prior to Employment Separation, you shall attend an exit interview if desired by the Company and shall, in any event, inform the Company at the earliest possible time of the identity of your future employer and of the nature of your future employment.

11. **No Waiver.** Any failure by the Company to enforce any provision of this Agreement shall not in any way affect the Company’s right to enforce such provision or any other provision at a later time.

12. **Saving.** If any provision of this Agreement is later found to be completely or partially unenforceable, the remaining part of that provision of any other provision of this Agreement shall still be valid and shall not in any way be affected by the finding. Moreover, if any provision is for any reason held to be unreasonably broad as to time, duration, geographical scope, activity or subject, such provision shall be interpreted and enforced by limiting and reducing it to preserve enforceability to the maximum extent permitted by law.

13. **No Limitation.** You acknowledge that your employment by the Company may be terminated at any time by the Company or by you with or without cause in accordance with the terms of this Agreement. This Agreement is in addition to and not in place of other obligations of trust, confidence and ethical duty imposed on you by law.

14. **Governing Law.** This Agreement shall be interpreted and enforced in accordance with the laws of the State of Ohio without reference to its choice of law rules.

15. **Final Agreement.** This Agreement replaces any existing agreement between you and the Company relating to the same subject matter and may be modified only by an agreement in writing signed by both you and a duly authorized representative of the Company.

16. **Further Acknowledgments.** YOU ACKNOWLEDGE THAT YOU HAVE RECEIVED A COPY OF THIS AGREEMENT, THAT YOU HAVE READ AND UNDERSTOOD THIS AGREEMENT, THAT YOU UNDERSTAND THIS AGREEMENT AFFECTS YOUR RIGHTS, AND THAT YOU HAVE ENTERED INTO THIS AGREEMENT VOLUNTARILY.

17. Code Section 409A Compliance.

a) The intent of the parties is that payments and benefits under this Agreement comply with Code Section 409A and, accordingly, to the maximum extent permitted, this Agreement shall be interpreted to be in compliance therewith. To the extent that any provision hereof is modified in order to comply with Code Section 409A, such modification shall be made in good faith and shall, to the maximum extent reasonably possible, maintain the original intent and economic benefit to the parties hereto of the applicable provision without violating the provisions of Code Section 409A. In no event whatsoever shall the Company be liable for any additional tax, interest or penalty that may be imposed on the Executive by Code Section 409A or damages for failing to comply with Code Section 409A.

b) An "Employment Separation" shall not be deemed to have occurred for purposes of any provision of this Agreement providing for the payment of any amounts or benefits upon or following an Employment Separation unless such Employment Separation is also a "separation from service" within the meaning of Code Section 409A and, for purposes of any such provision of this Agreement, references to an Employment Separation or like terms shall mean "separation from service." If the Executive is deemed on the date of termination to be a "specified employee" within the meaning of that term under Code Section 409A(a)(2)(B), then with regard to any payment or the provision of any benefit that is considered deferred compensation under Code Section 409A payable on account of a "separation from service," such payment or benefit shall be made or provided at the date which is the earlier of (i) the expiration of the six (6)-month period measured from the date of such "separation from service" of the Executive, and (ii) the date of the Executive's death (the "Delay Period"). Upon the expiration of the Delay Period, all payments and benefits delayed pursuant to this Section (whether they would have otherwise been payable in a single sum or in installments in the absence of such delay) shall be paid or reimbursed to the Executive in a lump sum, and any remaining payments and benefits due under this Agreement shall be paid or provided in accordance with the normal payment dates specified for them herein.

c) All expenses or other reimbursements under this Agreement shall be made on or prior to the last day of the taxable year following the taxable year in which such expenses were incurred by the Executive (provided that if any such reimbursements constitute taxable income to the Executive, such reimbursements shall be paid no later than March 15th of the calendar year following the calendar year in which the expenses to be reimbursed were incurred), and no such reimbursement or expenses eligible for reimbursement in any taxable year shall in any way affect the expenses eligible for reimbursement in any other taxable year.

d) For purposes of Code Section 409A, the Executive's right to receive any installment payments pursuant to this Agreement shall be treated as a right to

receive a series of separate and distinct payments. Whenever a payment under this Agreement specifies a payment period with reference to a number of days (e.g., "payment shall be made within thirty (30) days"), the actual date of payment within the specified period shall be within the sole discretion of the Company.

e) In no event shall any payment under this Agreement that constitutes "deferred compensation" for purposes of Code Section 409A be offset by any other payment pursuant to this Agreement or otherwise."

Commercial Vehicle Group, Inc.

By /s/ Richard Lavin
Richard Lavin
President & CEO

Executive:

By: /s/ Brent Walters
Brent Walters
Senior Vice President and General Counsel

Exhibit 10.4

AMENDMENT NO. 1 TO SECOND AMENDED AND RESTATED LOAN AND SECURITY AGREEMENT

This Amendment No. 1 to Second Amended and Restated Loan and Security Agreement (this " Amendment ") is made as of March 31, 2015 and is effective as of December 4, 2014, by and among COMMERCIAL VEHICLE GROUP, INC., a Delaware corporation (the " Company "), each other Borrower (as defined in the Loan Agreement) (together with the Company, collectively, " Borrowers "), the financial institutions from time to time party to the Loan Agreement as lenders (collectively, " Lenders "), and BANK OF AMERICA, N.A., as agent for Lenders (" Agent ").

RECITALS:

A. Borrowers, Agent and Lenders are parties to that certain Second Amended and Restated Loan and Security Agreement, dated as of November 15, 2013 (as amended, restated, supplemented or otherwise modified from time to time, the " Loan Agreement ").

B. Borrowers, Agent and the Lenders signatory hereto desire to amend the Loan Agreement as more fully set forth herein.

C. Each capitalized term used herein and not otherwise defined herein shall have the same meaning set forth in the Loan Agreement.

AGREEMENT:

In consideration of the premises and mutual covenants herein and for other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, Borrowers, Agent and Lenders hereby agree as follows:

1. Amendment to Loan Agreement . Upon the satisfaction of the condition precedent set forth in Section 2 of this Amendment, Section 10.2.10 of the Loan Agreement is hereby amended and restated in its entirety to read as follows effective as of December 4, 2014:

> *10.2.10. Fundamental Changes . (a) Merge, combine or consolidate with any Person, or liquidate, wind up its affairs or dissolve itself (unless, in the case of any liquidation, winding up or dissolution, the assets of such entity are transferred to its corporate parent), in each case whether in a single transaction or in a series of related transactions, except for the UK Restructuring and for mergers, consolidations, amalgamations or combinations of (i) a wholly-owned Domestic Subsidiary (or National Seating Company) with another wholly-owned Domestic Subsidiary (* ***provided*** *that if any such Subsidiary is an Obligor, the Obligor will be the surviving company) or into a Borrower, (ii) a Borrower with and into a Borrower, so long as, in the case of the Company, the Company is the surviving entity, or (iii) a Foreign Subsidiary with and into another Foreign Subsidiary,* ***provided*** *that if any such Subsidiary is an Obligor, the Obligor will be the surviving company; or (b) unless 30 days' advance written notice (or such other notice, which may be provided after such change, as the Agent may agree in its sole discretion) is given to Agent, (i) change its name or conduct business under any fictitious name, (ii) change its tax, charter or other organizational identification number, or (iii) change its form or state of jurisdiction of organization.*

2. Condition Precedent . This Amendment shall become effective as of December 4, 2014 upon the delivery to the Agent or its counsel of duly executed counterparts of this Amendment by each Domestic Borrower, Agent and Required Lenders.

3. Representations and Warranties . Each Domestic Borrower hereby represents and warrants to Agent and Lenders that: (a) each Domestic Borrower is duly authorized to execute, deliver and perform its obligations under this Amendment; (b) the execution, delivery and performance of this Amendment has been duly authorized by all necessary action, and does not (i) require any consent or approval of any holders of Equity Interests of any Domestic Borrowers, other than those already obtained, (ii) contravene the Organic Documents of any Domestic Borrower, (iii) violate or cause a default under any Applicable Law, Material Contract or Restrictive Agreement except to the extent such violation or default could not reasonably be expected to result in a Material Adverse Effect, or (iv) result in or require the imposition of any Lien (other than Permitted Liens) on any Property of any Domestic Borrower; and (c) this Amendment constitutes a valid and binding obligation of such Borrower in every respect, enforceable in accordance with its terms except as enforceability may be limited by bankruptcy, insolvency or similar laws affecting the enforcement of creditors' rights generally.

4. Loan Agreement Unaffected . Each reference that is made in the Loan Agreement or any other Loan Document shall hereafter be construed as a reference to the Loan Agreement as amended hereby. Except as herein otherwise specifically provided, all provisions of the Loan Agreement shall remain in full force and effect and be unaffected hereby.

5. Counterparts . This Amendment may be executed in any number of counterparts, by different parties hereto in separate counterparts, each of which when so executed and delivered shall be deemed to be an original and all of which taken together shall constitute but one and the same agreement. Delivery of a signature page of this Amendment by telecopy or other electronic means shall be effective as delivery of a manually executed counterpart of such agreement.

6. Entire Agreement . This Amendment is specifically limited to the matters expressly set forth herein. This Amendment and all other instruments, agreements and documents executed and delivered in connection with this Amendment embody the final, entire agreement among the parties hereto with respect to the subject matter hereof and supersede any and all prior commitments, agreements, representations and understandings, whether written or oral, relating to the matters covered by this Amendment, and may not be contradicted or varied by evidence of prior, contemporaneous or subsequent oral agreements or discussions of the parties hereto. There are no oral agreements among the parties hereto relating to the subject matter hereof or any other subject matter relating to the Loan Agreement.

7. Governing Law; Submission to Jurisdiction; Venue; Waiver of Jury Trial .

(a) THIS AMENDMENT SHALL BE GOVERNED BY THE LAWS OF THE STATE OF ILLINOIS, WITHOUT GIVING EFFECT TO ANY CONFLICT OF LAW PRINCIPLES (BUT GIVING EFFECT TO FEDERAL LAWS RELATING TO NATIONAL BANKS).

(b) EACH PARTY HERETO HEREBY CONSENTS TO THE NON-EXCLUSIVE JURISDICTION OF ANY FEDERAL OR STATE COURT SITTING IN OR WITH JURISDICTION OVER ILLINOIS, IN ANY PROCEEDING OR DISPUTE RELATING IN ANY WAY TO THIS AMENDMENT AND AGREES THAT ANY SUCH PROCEEDING SHALL BE BROUGHT BY IT SOLELY IN ANY SUCH COURT. EACH PARTY HERETO IRREVOCABLY WAIVES ALL CLAIMS, OBJECTIONS AND DEFENSES THAT IT MAY HAVE REGARDING SUCH COURT'S PERSONAL OR SUBJECT MATTER JURISDICTION, VENUE OR INCONVENIENT FORUM. EACH PARTY HERETO IRREVOCABLY CONSENTS TO SERVICE OF PROCESS IN THE

MANNER PROVIDED FOR NOTICES IN SECTION 15.3.1 OF THE LOAN AGREEMENT. Nothing herein shall limit the right of Agent or any Lender to bring proceedings against any Obligor in any other court, nor limit the right of any party to serve process in any other manner permitted by Applicable Law. Nothing in this Amendment shall be deemed to preclude enforcement by Agent of any judgment or order obtained in any forum or jurisdiction.

(c) Borrowers hereby irrevocably waive any objection that they may now or hereafter have to the laying of venue of any of the aforesaid actions or proceedings arising out of or in connection with this Amendment brought in the courts referred to in Section 7(a) and (b) above and hereby further irrevocably waive and agree not to plead or claim in any such court that any such action or proceeding brought in any such court has been brought in an inconvenient forum.

(d) **To the fullest extent permitted by Applicable Law, each Borrower waives the right to trial by jury (which Agent and each Lender hereby also waives) in any proceeding or dispute of any kind relating in any way to this Amendment or the transactions contemplated thereby.** Each Borrower acknowledges that the foregoing waivers are a material inducement to Agent and Lenders entering into this Amendment and that Agent and Lenders are relying upon the foregoing in their dealings with Borrowers.

(Signature pages follow)

IN WITNESS WHEREOF, this Amendment has been duly executed and delivered as of the date first above written.

BORROWERS :

COMMERCIAL VEHICLE GROUP, INC.

By: /s/ Timothy Trenary
Name: Timothy Trenary
Title: Chief Financial Officer

CABARRUS PLASTICS, INC.
CVG CS LLC
CVG CVS HOLDINGS, LLC
CVG EUROPEAN HOLDINGS, LLC
CVG LOGISTICS, LLC
CVG MANAGEMENT CORPORATION
CVG MONONA WIRE, LLC
CVG MONONA, LLC
CVG NATIONAL SEATING COMPANY, LLC
CVG OREGON, LLC
CVG SPRAGUE DEVICES, LLC
MAYFLOWER VEHICLE SYSTEMS, LLC
MONONA (MEXICO) HOLDINGS LLC
TRIM SYSTEMS OPERATING CORP.
TRIM SYSTEMS, INC.

By: /s/ Timothy Trenary
Name: Timothy Trenary
Title: Chief Financial Officer

Signature Page to
Amendment No. 1 to
Second Amended and Restated Loan and Security Agreement

BANK OF AMERICA, N.A. , as Agent and as a Lender

By: /s/ Philip Nomura
Name: Philip Nomura
Title: Senior Vice President

Signature Page to
Amendment No. 1 to
Second Amended and Restated Loan and Security Agreement

EXHIBIT 31.1

302 CERTIFICATION

I, Richard P. Lavin, certify that:

1. I have reviewed this quarterly report on Form 10-Q of Commercial Vehicle Group, Inc. and Subsidiaries;

2. Based on my knowledge, this quarterly report does not contain any untrue statement of a material fact or omit to state a material fact necessary to make the statements made, in light of the circumstances under which such statements were made, not misleading with respect to the period covered by this quarterly report;

3. Based on my knowledge, the financial statements, and other information included in this quarterly report, fairly present in all material respects the financial condition, results of operations and cash flows of the registrant as of, and for, the periods presented in this quarterly report;

4. The registrant's other certifying officers and I are responsible for establishing and maintaining disclosure controls and procedures (as defined in Exchange Act Rules 13a-15(e) and 15d-15(e)) and internal control over financial reporting (as defined in Exchange Act Rules 13a-15(f) and 15d-15(f)) for the registrant and we have:

   a. Designed such disclosure controls and procedures, or caused such disclosure controls and procedures to be designed under our supervision, to ensure that material information relating to the registrant, including its consolidated subsidiaries, is made known to us by others within those entities, particularly during the period in which this quarterly report is being prepared;

   b. Designed such internal control over financial reporting, or caused such internal control over financial reporting to be designed under our supervision, to provide reasonable assurance regarding the reliability of financial reporting and the preparation of financial statements for external purposes in accordance with generally accepted accounting principles;

   c. Evaluated the effectiveness of the registrant's disclosure controls and procedures and presented in this quarterly report our conclusions about the effectiveness of the disclosure controls and procedures, as of the end of the period covered by this quarterly report based on such evaluation; and

   d. Disclosed in this report any change in the registrant's internal control over financial reporting that occurred during the registrant's most recent fiscal quarter (the registrant's fourth fiscal quarter in the case of an annual report) that has materially affected, or is reasonably likely to materially affect, the registrant's internal control over financial reporting; and

5. The registrant's other certifying officers and I have disclosed, based on our most recent evaluation of internal control over financial reporting, to the registrant's auditors and audit committee of the registrant's board of directors (or persons performing the equivalent function):

   a. All significant deficiencies and material weaknesses in the design or operation of internal control over financial reporting which are reasonably likely to adversely affect the registrant's ability to record, process, summarize and report financial information; and

   b. Any fraud, whether or not material, that involves management or other employees who have a significant role in the registrant's internal control over financial reporting.

May 8, 2015

/s/ Richard P. Lavin
Richard P. Lavin
President and Chief Executive Officer
(Principal Executive Officer)

EXHIBIT 31.2

302 CERTIFICATION

I, C. Timothy Trenary, certify that:

1. I have reviewed this quarterly report on Form 10-Q of Commercial Vehicle Group, Inc. and Subsidiaries;
2. Based on my knowledge, this quarterly report does not contain any untrue statement of a material fact or omit to state a material fact necessary to make the statements made, in light of the circumstances under which such statements were made, not misleading with respect to the period covered by this quarterly report;
3. Based on my knowledge, the financial statements, and other information included in this quarterly report, fairly present in all material respects the financial condition, results of operations and cash flows of the registrant as of, and for, the periods presented in this quarterly report;
4. The registrant's other certifying officers and I are responsible for establishing and maintaining disclosure controls and procedures (as defined in Exchange Act Rules 13a-15(e) and 15d-15(e)) and internal control over financial reporting (as defined in Exchange Act Rules 13a-15(f) and 15d-15(f)) for the registrant and we have:
   a. Designed such disclosure controls and procedures, or caused such disclosure controls and procedures to be designed under our supervision, to ensure that material information relating to the registrant, including its consolidated subsidiaries, is made known to us by others within those entities, particularly during the period in which this quarterly report is being prepared;
   b. Designed such internal control over financial reporting, or caused such internal control over financial reporting to be designed under our supervision, to provide reasonable assurance regarding the reliability of financial reporting and the preparation of financial statements for external purposes in accordance with generally accepted accounting principles;
   c. Evaluated the effectiveness of the registrant's disclosure controls and procedures and presented in this quarterly report our conclusions about the effectiveness of the disclosure controls and procedures, as of the end of the period covered by this quarterly report based on such evaluation; and
   d. Disclosed in this report any change in the registrant's internal control over financial reporting that occurred during the registrant's most recent fiscal quarter (the registrant's fourth fiscal quarter in the case of an annual report) that has materially affected, or is reasonably likely to materially affect, the registrant's internal control over financial reporting; and
5. The registrant's other certifying officers and I have disclosed, based on our most recent evaluation of internal control over financial reporting, to the registrant's auditors and audit committee of the registrant's board of directors (or persons performing the equivalent function):
   a. All significant deficiencies and material weaknesses in the design or operation of internal control over financial reporting which are reasonably likely to adversely affect the registrant's ability to record, process, summarize and report financial information; and
   b. Any fraud, whether or not material, that involves management or other employees who have a significant role in the registrant's internal control over financial reporting.

May 8, 2015

/s/ C. Timothy Trenary
C. Timothy Trenary
Chief Financial Officer
(Principal Financial Officer)

EXHIBIT 32.1

CERTIFICATION PURSUANT TO
SECTION 906 OF THE SARBANES-OXLEY ACT OF 2002

In connection with the Quarterly Report of Commercial Vehicle Group, Inc. (the “Company”) on Form 10-Q for the period ended March 31, 2015 as filed with the Securities and Exchange Commission on the date hereof (the “Report”), I, Richard P. Lavin, President and Chief Executive Officer (Principal Executive Officer) of the Company, certify, pursuant to 18 U.S.C. Section 1350, as adopted pursuant to Section 906 of the Sarbanes-Oxley Act of 2002, that:

1. The Report fully complies with the requirements of Section 13(a) or 15(d) of the Securities Exchange Act of 1934; and
2. The information contained in the Report fairly presents, in all material respects, the financial condition and result of operations of the Company.

May 8, 2015

/s/ Richard P. Lavin
Richard P. Lavin
President and Chief Executive Officer
(Principal Executive Officer)

EXHIBIT 32.2

CERTIFICATION PURSUANT TO
SECTION 906 OF THE SARBANES-OXLEY ACT OF 2002

In connection with the Quarterly Report of Commercial Vehicle Group, Inc. (the "Company") on Form 10-Q for the period ended March 31, 2015 as filed with the Securities and Exchange Commission on the date hereof (the "Report"), I, C. Timothy Trenary, Chief Financial Officer (Principal Financial Officer) of the Company, certify, pursuant to 18 U.S.C. Section 1350, as adopted pursuant to Section 906 of the Sarbanes-Oxley Act of 2002, that:

1. The Report fully complies with the requirements of Section 13(a) or 15(d) of the Securities Exchange Act of 1934; and
2. The information contained in the Report fairly presents, in all material respects, the financial condition and result of operations of the Company.

May 8, 2015

/s/ C. Timothy Trenary
C. Timothy Trenary
Chief Financial Officer
(Principal Financial Officer)