

EXHIBIT A

PURCHASE AGREEMENT

ASSET PURCHASE AGREEMENT

Dated as of October 11, 2006

By and Between

THERMOPLASTICS ACQUISITION, LLC

AND

TRELLEBORG PRODYN INC.

TABLE OF CONTENTS

| | Page |
|-------------|--|
| ARTICLE I | DEFINITIONS2 |
| 1.1 | Defined Terms.....2 |
| 1.2 | Construction.....3 |
| 1.3 | Appendices and Exhibits4 |
| ARTICLE II | PURCHASE AND SALE OF ASSETS.....4 |
| 2.1 | Sale of Assets4 |
| 2.2 | Retained Assets.....4 |
| 2.3 | Retention of Liabilities4 |
| 2.4 | Purchase Price.....4 |
| 2.5 | Closing.....5 |
| 2.6 | Delivery of Purchased Assets of the Closing5 |
| ARTICLE III | CONDITIONS OF ASSETS.....5 |
| 1. | No Warranty5 |
| ARTICLE IV | REPRESENTATIONS OF SELLER5 |
| 4. | Representations of Seller.....5 |
| 4.1 | Title to Purchased Assets.....5 |
| 4.2 | Authority and Enforceability.....5 |
| 4.3 | Existence and Good Standing of Seller.....6 |
| ARTICLE V | REPRESENTATIONS OF PURCHASER.....6 |
| 5.1 | Existence and Good Standing of Purchaser; Power and Authority6 |
| ARTICLE VI | COVENANTS.....7 |
| 6.1 | Bankruptcy and Additional Matters.....7 |
| 6.2 | Examination of Assets.....8 |
| 6.3 | Public Announcements.....8 |
| 6.4 | Notification of Certain Matters8 |
| 6.5 | Suppliers and Vendors8 |
| ARTICLE VII | CONDITIONS TO PURCHASER'S OBLIGATIONS8 |
| 7. | Conditions to Purchaser's Obligations8 |
| 7.1 | Truth of Representations and Warranties8 |
| 7.2 | Performance of Agreements.....9 |
| 7.3 | Bankruptcy Matters9 |
| 7.4 | Bill of Sale9 |

TABLE OF CONTENTS
(continued)

| | Page |
|--|-------------|
| ARTICLE VIII CONDITIONS TO SELLER'S OBLIGATIONS | 9 |
| 8. Conditions to Seller's Obligations | 9 |
| 8.1 Truth of Representations and Warranties | 9 |
| 8.2 Performance of Agreements | 9 |
| 8.3 Bankruptcy Matters | 9 |
| ARTICLE IX TERMINATION AND ABANDONMENT | 9 |
| 9.1 Termination | 9 |
| 9.2 Effect of Termination | 10 |
| ARTICLE X MISCELLANEOUS | 11 |
| 10.1 Expenses | 11 |
| 10.2 Transfer Taxes | 11 |
| 10.3 Governing Law | 11 |
| 10.4 Jurisdiction; Agents for Service of Process | 11 |
| 10.5 Table of Contents; Captions | 11 |
| 10.6 Notices | 11 |
| 10.7 Assignment; Parties in Interest | 12 |
| 10.8 Counterparts | 13 |
| 10.9 Entire Agreement | 13 |
| 10.10 Amendments | 13 |
| 10.11 Severability | 13 |
| 10.12 Third Party Beneficiaries | 13 |
| 10.13 No Strict Construction | 13 |
| 10.14 Waiver of Jury Trial | 13 |

TABLE OF CONTENTS
(continued)

Page

EXHIBITS

| | |
|-----------|--------------------|
| Exhibit A | Bidding Procedures |
| Exhibit B | Bill of Sale |
| Exhibit C | Escrow Agreement |

APPENDIX

| | |
|------------|------------------|
| Appendix I | Purchased Assets |
|------------|------------------|

ASSET PURCHASE AGREEMENT

This ASSET PURCHASE AGREEMENT (this "Agreement"), dated as of October 11, 2006, by and between Trelleborg Prodyn Inc., a North Carolina corporation ("Purchaser"), and Thermoplastics Acquisition, LLC, an Ohio limited liability company ("Seller").

WITNESSETH:

WHEREAS, Seller, by and through its affiliates, including its parent companies, is engaged in the business of manufacturing and selling plastic and injection molding for customers in the automotive, construction and medical industries (such business, the "Business");

WHEREAS, Seller and its affiliated companies, CEP Holdings, LLC and Creative Engineered Polymer Products, LLC (collectively, the "Debtors"), on September 20, 2006 filed a petition initiating a chapter 11 bankruptcy case (the "Chapter 11 Case") in the United States Bankruptcy Court for the Northern District of Ohio, Eastern Division (the "Bankruptcy Court");

WHEREAS, the Debtors are together debtors in possession in the above-referenced Chapter 11 Case; and

WHEREAS, Seller desires to sell to Purchaser, and Purchaser desires to purchase and acquire from Seller, pursuant to a sale in accordance with Section 363 of title 11 of the United States Code (the "Bankruptcy Code"), upon the terms and subject to the conditions set forth in this Agreement, Seller's assets identified on Appendix I in consideration of certain payments by Purchaser specifically described in this Agreement.

NOW, THEREFORE, in consideration of the premises and the mutual agreements and representations and upon the terms and subject to the conditions set forth in this Agreement, and other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the parties hereto hereby agree as follows:

ARTICLE I
DEFINITIONS

1.1 Defined Terms. When used in this Agreement, the following terms shall have the respective meanings specified therefore below.

“Affiliate” shall mean, with respect to any Person, any other Person directly or indirectly controlling, controlled by or under common control with, such Person; provided, that, for the purposes of this definition, “control” (including, with correlative meanings, the terms “controlled by” and “under common control with”), as used with respect to any Person, shall mean the possession, directly or indirectly, of the power to direct or cause the direction of the management and policies of such Person, whether through the ownership of voting securities, by contract or otherwise; and provided, further, that an Affiliate of any Person shall also include (i) any Person that directly or indirectly owns more than five percent (5%) of any class of capital stock or other equity interest of such Person, (ii) any officer, director, trustee or beneficiary of such Person, (iii) any spouse, parent, sibling or descendant of any Person described in clauses (i) or (ii) above, and (iv) any trust for the benefit of any Person described in clauses (i) through (iii) above or for any spouse, issue or lineal descendant of any Person described in clauses (i) through (iii) above. Notwithstanding the foregoing, the Lender shall not be deemed to be an Affiliate of Seller.

“Ancillary Agreements” shall mean the bill of sale (substantially in the form attached as Exhibit B, the “Bill of Sale”), and all other agreements, instruments or documents executed and delivered in connection herewith or therewith.

“Business Day” shall mean any day, other than a Saturday, Sunday or a day on which banks located in Cleveland, Ohio shall be authorized or required by Law to close.

“Claim” shall mean any claim, counterclaim, lawsuit, demand, suit, cause of action, inquiry made, hearing, investigation, notice of violation, litigation, proceeding, arbitration or other dispute, whether civil, criminal, administrative or otherwise.

“Code” shall mean the Internal Revenue Code of 1986, as amended from time to time, and the regulations promulgated and the rulings issued thereunder. Section references to the Code are to the Code as in effect at the date of this Agreement.

“Employee Benefit Plan” shall mean any employee benefit plan (as defined in Section 3(3) of the Employee Retirement Income Security Act of 1974, as amended) or material fringe benefit plan maintained or contributed to or required to be contributed to by Seller or any of its Affiliates, with respect to any present or former employee of the Business.

“Governmental or Regulatory Authority” shall mean any instrumentality, subdivision, court, administrative agency, commission, official or other authority of the United States or any other country, or any state, province, prefect, municipality, locality or other government or political subdivision thereof, or any quasi-governmental or private body exercising any regulatory, taxing, importing or other governmental or quasi-governmental authority.

"Law" shall mean any statute, law, ordinance, rule or regulation of any Governmental or Regulatory Authority.

"Liability" shall mean any debt, liability, obligation, Claim, Lien, commitment, demand or expense of any nature or kind, whether known or unknown, asserted or unasserted, accrued or unaccrued, absolute, contingent or otherwise and whether due or to become due.

"Liens" shall mean liens, security interests, options, rights of first refusal, Claims, easements, mortgages, charges, indentures, deeds of trust, rights of way, restrictions on the use of real property, encroachments, licenses to third parties, leases to third parties, security agreements, or any other encumbrances and other restrictions or limitations on use of real or personal property or irregularities in title thereto.

"Order" shall mean any judgment, order, injunction, decree, writ, permit or license of any Governmental or Regulatory Authority or any arbitrator.

"Person" shall mean and include an individual, a partnership, a joint venture, a corporation, a limited liability company, a limited liability partnership, a trust, an incorporated organization and a Governmental or Regulatory Authority.

"Subsidiary" shall mean, with respect to any Person, (i) any corporation more than 50% of whose stock of any class or classes having by the terms thereof ordinary voting power to elect a majority of the directors of such corporation (irrespective of whether or not at the time stock of any class or classes of such corporation shall have or might have voting power by reason of the happening of any contingency) is owned by such Person directly or indirectly through one or more Subsidiaries of such Person and (ii) any partnership, association, joint venture or other entity in which such Person directly or indirectly through one or more Subsidiaries of such Person has more than a 50% equity interest.

1.2 Construction. In this Agreement, unless the context otherwise requires:

(a) any reference in this Agreement to "writing" or comparable expressions includes a reference to facsimile transmission or comparable means of communication;

(b) words expressed in the singular number shall include the plural and vice versa, words expressed in the masculine shall include the feminine and neuter gender and vice versa;

(c) references to Articles, Sections, Exhibits, Recitals, Appendices are references to articles, sections, exhibits, recitals and appendices of this Agreement;

(d) reference to "day" or "days" are to calendar days;

(e) this "Agreement" or any other agreement or document shall be construed as a reference to this Agreement or, as the case may be, such other agreement or document as the same may have been, or may from time to time be, amended, varied, novated or supplemented; and

(f) "include," "includes" and "including" are deemed to be followed by "without limitation," whether or not they are in fact followed by such words or words of similar import.

1.3 Appendices and Exhibits. The Appendices and Exhibits to this Agreement are incorporated into and form an integral part of this Agreement. If an Exhibit is a form of agreement, such agreement, when executed and delivered by the parties thereto, shall constitute a document independent of this Agreement.

ARTICLE II

PURCHASE AND SALE OF ASSETS

2.1 Sale of Assets. Upon the terms and subject to the conditions of this Agreement, Purchaser agrees to purchase, assume and accept from Seller, and Seller agrees to sell, convey, transfer, assign and deliver to Purchaser, as a good faith purchaser for value within the meaning of Section 363(m) of the Bankruptcy Code, on the Closing Date, all of Seller's right, title and interest in and to the assets listed on Appendix I hereto and all production boot testing equipment and machines directly related to the assets listed on Appendix I (the "Purchased Assets"), free and clear of all Liens of any nature whatsoever and all as contemplated by Section 363(f) of the Bankruptcy Code.

2.2 Retained Assets. Notwithstanding the foregoing and irrespective of any relationship to the Business, the Purchased Assets shall not include the other assets, including machines and equipment, used in the Business by Seller, not specifically identified on Appendix I hereto or described in the preceding Section 2.1 (the "Retained Assets").

2.3 Retention of Liabilities. Seller shall retain, and shall be solely and exclusively liable for, all Liabilities of Seller and its Affiliates, including:

- (a) any Liability under or with respect to an Employee Benefit Plan or arising in connection with the employment and pay practices of Seller or any of its Affiliates, including any obligations, costs or liabilities relating to compliance with the requirements of the Consolidate Omnibus Budget Reconciliation Act;
- (b) any Liability associated with the Retained Assets;
- (c) any taxes (i) imposed on the income, assets or operations of the Business and Purchased Assets for the period of time prior to Closing and (ii) of Seller;
- (d) any Liabilities to any Affiliates of Seller;
- (e) any product liability Claim arising out of or relating to products or components of products designed, sold or manufactured, in whole or in part, by Seller prior to the Closing Date;
- (f) any costs or expenses incurred by Seller incident to its negotiation and preparation of this Agreement and the Ancillary Agreements, and its performance and compliance with the agreements and conditions contained herein; and
- (g) any Liability under any environmental law arising from facts, circumstances and conditions existing as of the Closing Date.

2.4 Purchase Price. In full consideration for the sale by Seller of the Purchased Assets, Purchaser shall, on the Closing Date, pay to Seller an aggregate of \$1,850,000 (the

"Purchase Price"). Concurrently with the execution of this Agreement, Purchaser shall provide a deposit of \$100,000 which shall be held in escrow and applied to Purchase Price at Closing; provided, however, if the Closing does not occur on or before December 19, 2006 other than as a result of Purchaser's breach of, or nonperformance under, this Agreement then the \$100,000 deposit shall be returned to Purchaser.

2.5 Closing. The sale referred to in Section 2.1 (the "Closing") shall take place at 10:00 a.m. Cleveland, Ohio time at the offices of Baker & Hostetler LLP, 1900 East 9th Street, Cleveland, Ohio 44114 as soon as practicable after the last of the conditions set forth in Articles VII and VIII is satisfied or waived, but in no event later than the second Business Day thereafter, or at such other time and date (not later than December 19, 2006) as the parties hereto shall agree. Such date is herein referred to as the "Closing Date."

2.6 Delivery of Purchased Assets of the Closing. At or promptly after the Closing Seller shall deliver to Purchaser at Seller's facility located in Vandalia Ohio the Purchased Assets. Purchaser shall bear all costs and expenses for the delivery of the Purchased Assets from Seller's facility.

ARTICLE III

CONDITIONS OF ASSETS

1. NO WARRANTY. THE PURCHASED ASSETS SHALL BE SOLD, CONVEYED AND TRANSFERRED IN AN "AS IS, WHERE IS" CONDITION, WITHOUT ANY WARRANTY OR REPRESENTATION AS TO CONDITION, OPERATION, STATE OF REPAIR OR FITNESS FOR ANY PROCEDURE OR PURPOSE, AND PURCHASER DISCLAIMS ANY LIABILITY OF SELLER AND ITS AFFILIATES FOR LOSS, DAMAGE OR INJURY TO PURCHASER OR THIRD PARTIES ARISING ON OR AFTER THE CLOSING DATE AS A RESULT OF ANY DEFECTS, LATENT OR OTHERWISE, IN THE PURCHASED ASSETS. PURCHASER FURTHER ACKNOWLEDGES AND AGREES THAT SELLER DISCLAIMS ANY WARRANTY, EXPRESS OR IMPLIED TO ANYONE, AS TO THE FITNESS, MERCHANTABILITY, DESIGN, CONDITION, CAPACITY, PERFORMANCE, WORKMANSHIP OR ANY OTHER ASPECT OF HE PURCHASED ASSETS OR ANY COMPONENTS THEREOF. PURCHASER FURTHER ACKNOWLEDGES AND AGREES THAT IT IS KNOWLEDGEABLE ABOUT THE CURRENT CONDITION OF THE PURCHASED ASSETS.

ARTICLE IV

REPRESENTATIONS OF SELLER

4. Representations of Seller. Seller represents warrants and agrees as follows

4.1 Title to Purchased Assets. Seller owns, and has good, valid and transferable title to all of the Purchased Assets.

4.2 Authority and Enforceability. Seller has the power and authority to execute and deliver this Agreement and the other instruments and agreements to be executed and delivered by Seller as contemplated hereby. Subject to approval by the Bankruptcy Court, Seller has the power and authority to consummate the transactions contemplated hereby and by the Ancillary Agreements, including the sale, assignment, transfer and conveyance of the Purchased Assets pursuant to this Agreement. The execution, delivery and performance of this Agreement, and all other instruments and agreements to be executed and delivered by Seller as

contemplated hereby, and the consummation of the transactions contemplated hereby and thereby, have been duly authorized by Seller's Sole Member and no other action on the part of Seller is necessary to authorize the execution, delivery and performance of this Agreement and such other instruments and agreements by Seller, and the consummation of the transactions contemplated hereby and thereby. This Agreement and all other instruments and agreements to be executed and delivered by Seller as contemplated hereby, when delivered in accordance with the terms hereof, assuming the due execution and delivery of this Agreement and each such other document by the other parties hereto and thereto, have been, or, as the case may be, shall have been, duly executed and delivered by Seller and are or, as the case may be, will be valid and binding obligations of Seller, enforceable in accordance with their terms upon the entry by the Bankruptcy Court of an order approving this Agreement, the Ancillary Agreements and the transactions contemplated hereby and thereby, which order shall have become a final, non-appealable order, in a form and substance reasonably acceptable to Purchaser (the "Approval Order").

4.3 Existence and Good Standing of Seller. Seller is a limited liability company validly existing and in good standing under the Laws of the State of Ohio. Seller has all requisite power and authority to own its property and to conduct the Business as it is now being conducted.

ARTICLE V

REPRESENTATIONS OF PURCHASER

5. Representations of Purchaser. Purchaser represents, warrants and agrees as follows:

5.1 Existence and Good Standing of Purchaser; Power and Authority. Purchaser is a corporation duly organized, validly existing and in good standing under the Laws of the State of North Carolina. Purchaser has the corporate power and authority to execute and deliver this Agreement and the other instruments and agreements to be executed and delivered by it as contemplated hereby. Purchaser has the corporate power and authority to consummate the transactions contemplated hereby. The execution, delivery and performance of this Agreement, and all other instruments and agreements to be executed and delivered by Purchaser as contemplated hereby, and the consummation of the transactions contemplated hereby and thereby, have been duly authorized by Purchaser's Board of Directors and no other corporate actions on the part of Purchaser are necessary to authorize the execution, delivery and performance of this Agreement and such other instruments and agreements by it and the consummation of the transactions contemplated hereby and thereby. This Agreement and all other instruments and agreements to be executed and delivered by Purchaser as contemplated hereby, when delivered in accordance with the terms hereof, assuming the due execution and delivery of this Agreement and each such other document by the other parties hereto and thereto, shall have been duly executed and delivered by Purchaser and shall be valid and binding obligations of Purchaser, enforceable against it in accordance with their terms, except to the extent that their enforceability may be subject to applicable bankruptcy, insolvency, reorganization, moratorium or similar Laws affecting the enforcement of creditors' rights generally and to general equitable principles.

ARTICLE VI
COVENANTS

6.1 Bankruptcy and Additional Matters. (a) Seller shall use its best efforts to consummate the transactions contemplated by this Agreement and the Ancillary Agreements by seeking, through an appropriate motion or motions, entry of an appropriate order or orders of the Bankruptcy Court approving this Agreement, the Ancillary Agreements and the transactions contemplated hereby and thereby.

(b) Within seven (7) days after the date hereof, Seller shall file with the Bankruptcy Court (and arrange for the provision of service and notice to its creditors, equity holders and parties in interest as required by the Bankruptcy Code) a motion seeking approval of the transactions contemplated by this Agreement and entry of orders from the Bankruptcy Court providing the relief specified in Sections (c) and (d) below, and thereafter, Seller shall use its reasonable best efforts subject to the requirements of the Bankruptcy Code to obtain such orders in a timely fashion.

(c) Seller shall use its reasonable best efforts to cause the Bankruptcy Court to enter an order (a "Procedures Order") providing, among other things, the following relief:

(i) approving and authorizing Seller to pay to Purchaser the Breakup Fee (defined below);

(ii) approving overbid protection for Purchaser whereby competitive bids for the Purchased Assets are to include additional cash consideration of not less than one hundred thousand dollars (\$100,000) in excess of the Purchase Price, and any successive overbids may only be made in increments of not less than twenty-five thousand dollars (\$25,000) of cash consideration in excess of the previously submitted bid;

(iii) approving of, and authorizing and directing Seller to implement, bidding procedures substantially in the form of Exhibit A; and

(iv) setting a final hearing on Seller's motion seeking approval of the transactions contemplated by this Agreement and the Ancillary Agreements.

(d) Seller agrees to pay to Purchaser a breakup fee equal to thirty-five thousand dollars (\$35,000) (the "Breakup Fee"). The Breakup Fee shall be payable promptly upon the conveyance of all or a substantial portion of the Purchased Assets to a Person other than Purchaser either through a sale pursuant to Section 363 of the Bankruptcy Code, under a plan supported by the Lender (including a "new value" plan) confirmed pursuant to Section 1129 of the Bankruptcy Code or in any other manner with the consent of the Lender (an "Alternate Transaction"); provided, that at the earlier of the date that Seller abandons the Bankruptcy Code Section 363 sale process contemplated by this Agreement, or the conclusion of the Bankruptcy Code Section 363 sale hearing contemplated by this Agreement, Purchaser is ready, willing and able to consummate the transactions contemplated by this Agreement and the Ancillary Agreements subject to satisfaction of all of the conditions to Purchaser's obligations set forth in Article VII.

(e) Without limiting any other obligations of the parties hereto, including Seller's obligations pursuant to Section 6.2, each of the parties hereto agrees to use its

reasonable best efforts to take, or cause to be taken, all action and to do, or cause to be done, all things necessary, proper or advisable, including under applicable Law, to consummate and make effective the transactions contemplated by this Agreement, including using reasonable best efforts to obtain all necessary waivers, consents and approvals required to be procured or obtained by such party under this Agreement. During the competitive bidding period set forth in the Procedures Order, and subject to the terms and conditions of the Procedures Order, Seller shall be entitled to solicit and respond to any third-party inquiries or offers to acquire the Purchased Assets, and to perform any and all other acts reasonably related thereto which are required under the Bankruptcy Code, including supplying information relating to the Purchased Assets to any prospective purchasers of the Purchased Assets.

6.2 Examination of Assets. Purchaser may, prior to the Closing Date, directly or through its representatives, examine the Purchased Assets to the extent they reasonably believe necessary or advisable to familiarize themselves with the Purchased Assets and other matters. Such examination shall not, however, affect the representations and warranties made by Seller in this Agreement or the remedies of Purchaser for breaches of such representations and warranties and shall not unreasonably disrupt the operations of the Business.

6.3 Public Announcements. Neither Seller nor Purchaser shall, nor shall any of its respective Affiliates, without the approval of the other party, issue any press releases or otherwise make any public statements with respect to the transactions contemplated by this Agreement, except as may be required by applicable Law so long as such party has used its reasonable best efforts to obtain the approval of the other party prior to issuing such press release or making such public disclosure.

6.4 Notification of Certain Matters. Seller shall give prompt notice to Purchaser of any of the following which occurs, or of which it becomes aware, to the best of its knowledge, following the date hereof: (i) the occurrence or existence of any fact, circumstance or event which would reasonably be expected to result in (A) any representation or warranty made by Seller in this Agreement or any certificate delivered herewith, to be untrue or inaccurate or (B) the failure of any condition precedent to Purchaser's obligations; and (ii) any notice or other communication from any third party alleging that the consent of such third party is or may be required in connection with the transactions contemplated by this Agreement.

6.5 Suppliers and Vendors. Seller agrees to use its reasonable best efforts to allow for Purchaser to have sufficient discussions with Seller's suppliers and vendors prior to closing in a manner that is satisfactory to Purchaser.

ARTICLE VII

CONDITIONS TO PURCHASER'S OBLIGATIONS

7. Conditions to Purchaser's Obligations. The purchase of the Purchased Assets by Purchaser on the Closing Date is conditioned on the satisfaction or waiver (provided, the conditions set forth under Section 7.3 cannot be waived) by Purchaser, at or prior to the Closing, of the following conditions:

7.1 Truth of Representations and Warranties. The representations and warranties of Seller contained in this Agreement or in any Schedule, Exhibit or certificate delivered pursuant to this Agreement shall be true and correct in all material respects when made and at the Closing.

7.2 Performance of Agreements. All of the agreements and covenants of Seller to be performed prior to the Closing pursuant to this Agreement shall have been duly performed in all material respects, and Seller shall have delivered to Purchaser a certificate of an executive officer of Seller, dated the Closing Date, to such effect.

7.3 Bankruptcy Matters. The Bankruptcy Court shall have entered (i) the Procedures Order and (ii) the Approval Order, provided that the conditions specified in clause (i) and (ii) shall be deemed satisfied if Purchaser fails to exercise any right to terminate the Agreement pursuant to Sections 9.1(c) and (d), respectively, by the deadline specified therein. The Approval Order shall not have been stayed, reversed or modified in a manner materially adverse to Purchaser without Purchaser's consent;

7.4 Bill of Sale. Seller shall have executed a Bill of Sale, substantially in the form of Exhibit B attached hereto, and such other instruments of assignment and transfer as Purchaser may request, in form and substance reasonably acceptable to Purchaser, transferring Seller's interest in each of the Purchased Assets to Purchaser.

ARTICLE VIII

CONDITIONS TO SELLER'S OBLIGATIONS

8. Conditions to Seller's Obligations. The sale of the Purchased Assets by Seller on the Closing Date is conditioned on the satisfaction or waiver (provided, the conditions set forth under Section 7.3 cannot be waived) by Seller, at or prior to the Closing, of the following conditions:

8.1 Truth of Representations and Warranties. The representations and warranties of Purchaser contained in this Agreement or in any Schedule, Exhibit or certificate delivered pursuant to this Agreement shall be true and correct in all material respects when made and at the Closing.

8.2 Performance of Agreements. All of the agreements and covenants of Purchaser to be performed prior to the Closing pursuant to this Agreement shall have been duly performed in all material respects, and Purchaser shall have delivered to Seller a certificate of and executive officer of Purchaser, dated the Closing Date, to such effect.

8.3 Bankruptcy Matters. The Bankruptcy Court shall have entered (i) the Procedures Order and (ii) the Approval Order, provided that the conditions specified in clause (i) and (ii) shall be deemed satisfied if Purchaser fails to exercise any right to terminate the Agreement pursuant to Sections 9.1(c) and (d), respectively, by the deadline specified therein. The Approval Order shall not have been stayed, reversed or modified in a manner materially adverse to Seller without Seller's consent.

ARTICLE IX

TERMINATION AND ABANDONMENT

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

(a) by mutual consent of Seller, on the one hand, and Purchaser, on the other hand;

(b) by either Seller, on the one hand, or Purchaser, on the other hand, if there has been a breach of any covenant or a breach of any representation or warranty of Purchaser or Seller, respectively, which breach would cause the failure of any condition precedent set forth in Article VI or VII, as the case may be;

(c) by Purchaser or Seller, (i) if the Procedures Order is not entered on or before November 9, 2006 (the "Outside Procedures Order Date") or (ii) if the Bankruptcy Court enters an order (a "Non-Conforming Overbid Procedures Order") with respect to the bidding procedures for the sale of all or a portion of the Purchased Assets (including any Breakup Fee provisions), which order does not meet in any material respect the terms of the Breakup Fee, or the bid procedures as contemplated by Section 6.1 of this Agreement, unless the circumstances described in clause (i) or (ii) were due to the failure of the party seeking to terminate this Agreement to perform in any material respect its obligations under this Agreement required to be performed by it at or prior to the Outside Procedures Order Date; provided, however, that any termination right under subsection 9.1(d)(i) must be exercised on or before the third Business Day after the Outside Procedure Order Date, and any termination right under subsection 9.1(d)(ii) must be exercised on or before the conclusion of the hearing at which the Non-Conforming Overbid Procedures Order is entered by the Bankruptcy Court;

(d) by Purchaser or Seller, (i) if the Approval Order has not been entered by the Bankruptcy Court by November 30, 2006 (the "Outside Approval Order Date"), or (ii) if the Bankruptcy Court enters an order (a "Non-Conforming Approval Order") approving the sale of all or any portion of the Purchased Assets to Purchaser, which sale order does not satisfy in any material respect the definition of Approval Order set forth herein, unless the circumstances described in clause (i) or (ii) were due to failure of the party seeking to terminate this Agreement to perform in any material respect its obligations under this Agreement required to be performed by it at or prior to Outside Approval Order Date; provided, however, that any termination right under subsection 9.1(d)(i) must be exercised on or before the third Business Day after the Outside Approval Order Date, and any termination right under subsection 9.1(d)(ii) must be exercised on or before the conclusion of the hearing at which the Non-Conforming Approval Order is entered by the Bankruptcy Court;

(e) by Purchaser or Seller, upon an entry of an Order approving an Alternative Transaction; provided, that Seller shall pay to Purchaser any Breakup Fee to which Seller is entitled pursuant to section 6.1(d);

(f) by Purchaser, if the Chapter 11 Case is dismissed, converted to a case under chapter 7 of the Bankruptcy Code or a trustee is appointed in respect of the Chapter 11 case; or

(g) by Purchaser or Seller, if there shall be any Law of any competent authority that makes consummation of the transactions contemplated hereby, illegal or otherwise prohibited or if any Order of any competent authority prohibiting such transactions is entered and remains effective on December 19, 2006.

9.2 Effect of Termination. If this Agreement is terminated pursuant to Section 9.1 by Purchaser, on the one hand, or Seller, on the other hand, written notice thereof shall be given to the other party specifying the provision of Section 9.1 pursuant to which such termination is

made, and this Agreement shall be terminated and there shall be no Liability hereunder on the part of Purchaser or Seller, except that the provisions of Section 6.1 (Breakup Fee), Section 6.2 (Examination of Assets), Section 6.3 (Public Announcements), Section 9.1 (Termination), this Section 9.2, Section 10.1 (Expenses), Section 10.3 (Governing Law) and Section 10.4 (Jurisdiction) shall survive any termination of this Agreement. Nothing in this Section 9.2 shall relieve any party hereto of Liability for any willful breach of this Agreement.

ARTICLE X

MISCELLANEOUS

10.1 Expenses. The parties hereto shall pay all of their own expenses relating to the transactions contemplated by this Agreement, including the fees and expenses of their respective counsel and financial advisers.

10.2 Transfer Taxes. Purchaser shall bear and pay the expense of all use, sales, transfer and other similar transaction taxes (but excluding any income tax, if any) of any Governmental or Regulatory Authority, if any, which are imposed by reason of the sale, transfer and/or delivery of the Purchased Assets from Seller to Purchaser under this Agreement and the Ancillary Agreements.

10.3 Governing Law. Except to the extent the Bankruptcy Code is applicable, the interpretation and construction of this Agreement, and all matters relating hereto, shall be governed by the Laws of the State of Ohio applicable to agreements executed and to be performed solely within such State.

10.4 Jurisdiction; Agents for Service of Process. Any judicial proceeding brought against any of the parties to this Agreement on any dispute arising out of this Agreement or any matter related hereto may be brought in the Bankruptcy Court or the courts of the State of Ohio, or in the United States District Court for the Northern District of Ohio, and, by execution and delivery of this Agreement, each of the parties to this Agreement accepts the exclusive jurisdiction of such courts, and irrevocably agrees to be bound by any judgment rendered thereby in connection with this Agreement. Each of Seller and Purchaser agrees that service of any process, summons, notice or document by U.S. registered mail to such party's address set forth below shall be effective service of process for any action, suit or proceeding in Ohio with respect to any matters for which it has submitted to jurisdiction pursuant to this Section 9.4.

10.5 Table of Contents; Captions. The table of contents and the Article and Section captions used herein are for reference purposes only, and shall not in any way affect the meaning or interpretation of this Agreement.

10.6 Notices. Any notice or other communication required or permitted under this Agreement shall be deemed to have been duly given (i) five Business Days following deposit in the mails if sent by registered or certified mail, postage prepaid, (ii) when sent, if sent by facsimile transmission during normal business hours, if receipt thereof is confirmed by telephone, (iii) when delivered, if delivered personally to the intended recipient and (iv) two Business Days following deposit with a nationally recognized overnight courier service, in each case addressed as follows:

if to Seller, to

Joseph M. Mallak
Thermoplastics Acquisition, LLC
3560 West Market Street
Suite 300
Akron, Ohio 44333
330-665-2900
330-665-2906 facsimile
jmallak@cepprod.com

with a copies to

Baker & Hostetler LLP
3200 National City Center
1900 East Ninth Street
Cleveland, Ohio 44114
Attn: Joseph F. Hutchinson, Jr.

Telephone: 216-861-7701
Facsimile: 216-696-0740
jhutchinson@bakerlaw.com

and if to Purchaser, to

Adam H. Bloomenstein
Trelleborg Corp
Americas Group Corporate Counsel
445 Enterprise Court
Bloomfield Hills, MI 48302
Office: 248-631-0102
Fax: 248- 631-0109
adam.bloomenstein@trelleborg.com

or such other address or number as shall be furnished in writing by any such party.

10.7 Assignment; Parties in Interest. This Agreement may not be transferred, assigned, pledged or hypothecated by any party hereto without the express written consent of the other party, other than by operation of Law; provided, that so long as Purchaser remains jointly and several liable for its obligations and liabilities hereunder and the Ancillary Agreements, (i) Purchaser may assign its rights, interests and obligations hereunder to any direct or indirect wholly owned Subsidiary or to any Affiliate of which Purchaser is a direct or indirect wholly owned Subsidiary, (ii) Purchaser may assign its rights, interests and obligations hereunder in connection with the transfer by Purchaser of all or substantially all of its assets, and (iii) Purchaser may grant its lenders a security interest in its rights under this Agreement. This Agreement shall be binding upon and shall inure to the benefit of the parties hereto and its respective heirs, executors, administrators, successors and permitted assigns.

10.8 Counterparts. This Agreement may be executed in two (2) or more counterparts, all of which taken together shall constitute one (1) instrument.

10.9 Entire Agreement. This Agreement, including the other documents referred to herein which form a part hereof, and the Ancillary Agreements contain the entire understanding of the parties hereto with respect to the subject matter contained herein and therein. This Agreement and the Ancillary Agreements supersede all prior agreements and understandings between the parties with respect to such subject matter.

10.10 Amendments. This Agreement may not be changed, and any of the terms, covenants, representations, warranties and conditions cannot be waived, except pursuant to an instrument in writing signed by Purchaser and Seller.

10.11 Severability. If any term, provision, agreement, covenant or restriction of this Agreement is held by a court of competent jurisdiction or other authority to be invalid, void or unenforceable, the remainder of the terms, provisions, agreements, covenants and restrictions of this Agreement shall remain in full force and effect and shall in no way be affected, impaired or invalidated so long as the economic or legal substance of the transactions contemplated hereby is not affected in any manner materially adverse to any party hereto. Upon such a determination, the parties shall negotiate in good faith to modify this Agreement so as to effect the original intent of the parties as closely as possible in a reasonably acceptable manner in order that the transactions contemplated hereby may be consummated as originally contemplated to the fullest extent possible.


10.12 Third Party Beneficiaries. Each party hereto intends that this Agreement shall not benefit or create any right or cause of action in or on behalf of any Person other than the parties hereto.

10.13 No Strict Construction. The parties hereto have participated jointly in the negotiation and drafting of this Agreement. In the event any ambiguity or question of intent or interpretation arises, this Agreement shall be construed as if drafted jointly by all parties hereto, and no presumption or burden of proof shall arise favoring or disfavoring any party hereto by virtue of the authorship of any provision of this Agreement.

10.14 Waiver of Jury Trial. Purchaser and Seller hereby waive, to the fullest extent permitted by applicable Law, any right it may have to a trial by jury in respect of any litigation as between the parties directly or indirectly arising out of, under or in connection with this Agreement or the transactions contemplated hereby or disputes relating hereto.

IN WITNESS WHEREOF, each of Purchaser and Seller has caused its corporate name to be hereunto subscribed by its officer thereunto duly authorized, all as of the day and year first above written.

Thermoplastics Acquisition, LLC

By: 
Name: ~~Joseph M. Mallak~~ JAMES L. VAN TIEM
Title: CHAIRMAN

Trelleborg Prodyn Inc.

By: _____
Name: Adam H. Bloomenstein
Title:

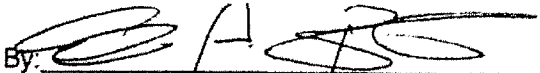
By: _____
Name:
Title:

IN WITNESS WHEREOF, each of Purchaser and Seller has caused its corporate name to be hereunto subscribed by its officer thereunto duly authorized, all as of the day and year first above written.

Thermoplastics Acquisition, LLC

By: _____
Name: Joseph M. Mallak
Title:

Trelleborg Prodyn Inc.

By:  _____
Name: Adam H. Bloomenstein
Title: Secretary

By: _____
Name:
Title:

IN WITNESS WHEREOF, each of Purchaser and Seller has caused its corporate name to be hereunto subscribed by its officer thereunto duly authorized, all as of the day and year first above written

Thermoplastics Acquisition, LLC

By: _____

Name: Joseph M. Mallak

Title:

Trelleborg Prodyn Inc.

By: _____

Name: Adam H. Bloomenstein

Title:

By:  _____

Name: DUZELL C. HOWARD

Title: VICE PRESIDENT

TRELLEBORG PRODYN INC.

Appendix I

Purchased Assets

Blow Molding Equipment

Quantity

- 1 Ossberger Model SBE50/140 140 mm shot blow Molding Machine, S/N 1X-98595, (1988); Single Arm, Single Trim, 46mm Injection Mold Head, 180mm Blow Mold Section, 140 gm Maximum Particle Weight; with Programmable Controls; Mattec Console Production Process Monitoring System; Novatec Model MDM Hopper Dehumidifying Dryer, S/N 181438-2147, (1998), 200 Lb. Capacity; and Vacuum Feeder
- 1 Ossberger Model SBE50/140 140mm Shot Blow Molding Machine, S/N 1X-99605, (1999); Single Arm, Single Trim, 46mm Injection Mold Head, 180mm Blow Mold Section, 140 gm Maximum Particle Weight; with Programmable Controls; Mattec Console Production Process Monitoring System; Novatec Model Hopper Dehumidifying Dryer, S/N 1081438-2156, (1999), 200 lb. Capacity; and Vacuum Feeder
- 1 Ossberger Model SBE50/140 140mm Shot Blow Molding Machine, S/N 1X94483, (1994); Single Arm, Single Trim, 46mm Injection Mold Head, 180mm Blow Mold Section, 140 gm Maximum Particle Weight; with Programmable Controls; Mattec Console Production Process Monitoring System; Novatec Model MD-A-Hopper Dryer, S/N 12-1071321, (1996), 200 Lb. Capacity; and Vacuum Feeder
- 1 Ossberger Model SBE50/140 140mm 1X9960, 1994); Single Arm, Single Trim, 46mm Injection Mold Head, 180mm Blow Mold Section, 140 gm Maximum Particle Weight; with Programmable Controls; Mattec Console Production Process Monitoring System; Conair Model CD-100 Dryer, S/N 12-1071321, (1996), 200 Lb. Capacity; and Vacuum Feeder
- 1 Ossberger Model SBE50/140 140m Shot Blow Molding Machine, S/N 1X99618, (1999); Single Arm, Single Trim, 46mm Injection Mold Head, 180mm Blow Mold Section, 140 gm Maximum Particle Weight; with Programmable Controls; Mattec console Production Process Monitoring System; Novatec Model MPC-220 Dryer, S/N 3-4049-0322; Model MPH-Hopper, S/N 10723-6-0649, (1994), 400 Lb. Capacity; and Vacuum Feeder
- 1 Ossberger Model SBE50/140 140mm Shot Blow Molding Machined, S/N 1X96541, (1996); Single Arm. Single Trim, 46mm Injection Mold head, 180mm Blow Mold Section, 140 gm Maximum Particle Weight; with Programmable Controls; Mattec Console Production Process Monitoring System; Novatec Model NPD-100 Dryer, S/N 3-2233-0802; and Vacuum Feeder

- 1 Ossberger Model SBE50/140 140 mm Shot Blow Molding Machine, S/N 1X94464, (1999); Single Arm, Single Trim, 46mm Injection Mold Head, 180mm Blow Mold Section, 140 gm Maximum Particle Weight; with Programmable Controls; Mattec Console Production Process Monitoring System; Novatec Dryer/Feeder; Model MDM-S-Hopper, S/N 10A0571537, (1995), 200 Lb. Capacity; and Vacuum Feeder
- 1 Ossberger Model SBE 50/140 140mm Shot Blow Molding Machine, S/N 1X96528, (1996); Single Arm, Single Trim, 46mm Injection Mold Head, 180mm Blow Mold Section, 140 gm Maximum Particle Weight; with Programmable Controls; Mattec Console Production Process Monitoring System; Novatec Model Hopper Dryer, S/N 10A518-1750, (1996), 200 Lb. Capacity; and Vacuum Feeder
- 1 Ossberger Model SBE 50/140 140 mm Shot Blow Molding Machine, S/N 1X94469, (1994); Single Arm, Single Trim, 46mm Injection Mold Head, 180mm Blow Mold Section, 140 gm Maximum Particle Weight; with Programmable Controls; Mattec Console Production Process Monitoring System; Novatec Model MDM-S-Hopper Dryer, S/N 3A079-1329, (1994), 200 Lb. Capacity; and Vacuum Feeder
- 1 Ossberger Model SB2-60 109-gm Blow Molding Machine, S/N X-99619, (1999); Dual Arm, Single Trim, 46mm Injection Mold Head, 180mm Blow Mold Section, 109 gm Maximum Particle Weight; with Whitlock Model HE200RT Dryer, S/N 8410045; Vacuum Feeder; and Hytrol Conveyor Cleated Incline Belt Conveyor, S/N 215231
- 1 Ossberger Model SB2-60 109-gm Blow Molding Machine, S/N 99598, (1999); Dual Arm, Single Trim, 46mm Injection Mold Head, 180mm Blow Mold Section 109 gm Maximum Particle Weight; with Novatec Model MPC-150 Dryer, S/N 10A01438-1970; Model NPH-Hopper Hopper, S/N 10A1438-0873, (1999), 600 Lb. Capacity; Vacuum Feeder; and Hytrol Conveyor Cleated Incline Belt Conveyor, S/N 215231
- 1 Ossberger Model SB268 119.5mm Blow Molding Machine, S/N X100633, (1999); Single Head, Dual Trim, 46mm Injection Mold Head, 180mm Blow Mold Section, 119 gm Maximum Particle Weight; with (2) Servo Driven Pick and Place Arms; Welding Attachment; Vibratory Bowl Feeder; Allen-Bradley PanelView 550 Controls; Novatec Model MPC-150 Dryer, S/N 10A1438-0877, (1999), 600 Lb. Capacity; Vacuum Feeder; and Cleated Incline Belt Conveyor
- 1 Ossberger Model SB268 119.5mm Blow Molding Machine, S/N 99599, (1999); Single Head, Dual Trim, 46mm Injection Mold Head, 180mm Blow Mold Section, 1996 gm Maximum Particle Weight; with (2) Servo Driven Pick and Place Arms; Welding Attachment; Vibratory Bowl Feeder; Allen-Bradley PanelView 550 Controls; Novatec Model MPC-150 Dryer, S/N 10A14388-0877, (1999), 600 Lb. Capacity; Vacuum Feeder; and Cleated Incline Belt Conveyor

- 1 Ossberger Model SB268 199.5mm Blow Molding Machine, S/N 99597, (1999); Single Head, Dual Trim, 46 Injection Mold Head, 180mm Blow Mold Section, 199 gm Maximum Particle Weight; with (2) Servo Driven Pick and Place Arms; Welding Attachment; Vibratory Bowl Feeder; Servo Driven Pick and Place; Allen-Bradley PanelView 550 Controls; Novatec Model MPC-150 Dryer, S/N 10A1438-02883; Model NPH Hopper, S/N 10A1438-0877, (1999), 600 Lb. Capacity; Vacuum Feeder; and Cleated Incline Belt Conveyor

- 1 Ossberger Model SB268 109-gm Blow Molding Machine, S/N X99596, (1999); Single Head, Dual Trim, 46mm Injection Mold Head, 180mm Blow Mold Section, 119 gm Maximum Particle Weight; with (2) Servo Driven Pick and Place Arms; Welding Attachment; Vibratory Blow Feeder; Allen-Bradley PanelView 550 Controls; Novatec Model MPC-150 Dryer, S/N 10A1438-0238; Model NPH Hopper, S/N 10A1438-0877, (1999), 600 Lb Capacity; Vacuum Feeder; and Cleated Incline Belt Conveyor

- 1 Ossberger Model DSE 250 250-gm Blow Molding Machine, S/N X1105729, (2005); Single Head, Dual Trim, 54mm Injection Mold Head, 250gm Blow Mold Section, 250gm Maximum Particle Weight; with Ossberger Programmable Controls

| CEP TESTING EQUIPMENT | | | | | |
|---|---------------------------|----------------------|-----------------------|---|-----------------------------|
| | Machine Type | Serial Number | Machine number | Description | Quantity to Purchase |
| R&D Equipment (Bench Test) | | | | | |
| 1 | Envirotronics #1 chamber | ED80-2-7.5 | 10891406 | Bench equipment able to support durability tests on Constand Velocity Joint Boots and propshaft boot. | 1 |
| 2 | Envirotronics #2 chamber | EH55-2-7.5 | 485218 | Bench equipment able to support durability tests on Constand Velocity Joint Boots. | 1 |
| 3 | Stone mach durability rig | | | Bench equipment able to support durability tests on Rack and Pinion Boots. | 1 |
| 4 | CEI duriability rig | | | Bench equipment able to support durability tests on Rack and Pinion Boots. | 1 |
| 5 | R & P Boot test | | | Device able to handle several type of engineering tests on Rack and pinion boots | 1 |
| 6 | Asp rotation tester | | | Device able to perform a durability test on the aspirator of a Rack and Pinion Boot | 1 |
| 7 | Melt Flow index | MFI2 | 189 | Device able to measure the Melt Flow Index of a TPE material | 1 |

| | | | | | |
|----|-----------------------|----------|-----------|---|---|
| 8 | Hydrometer | MARK2 HP | NR005564 | | 2 |
| 9 | CMM Measuring Machine | 2828-18 | 880100018 | Device able to perform measurements on parts | 1 |
| 10 | Shado graph | | | Device able to zoom parts to make easy measurements | 1 |
| 11 | Lab Microscope | | | Small microscope | |

TOTAL 27