

EXHIBIT A

ASSET PURCHASE AGREEMENT

Dated as of November 8, 2006

By and Between

DELPHI AUTOMOTIVE SYSTEMS, LLC, on Behalf of Itself and its Affiliates and
Subsidiaries, including ALAMBRADOS Y CIRCUITOS ELECTRICOS S.A. de C.V.
[Purchaser]

and

CREATIVE ENGINEERED POLYMER PRODUCTS, LLC, on Behalf of Itself and its
Affiliates and Subsidiaries, including COMPOSITE PARTS MEXICO S.A. de C.V. formerly
known as CARLISLE MEXICO S.A. de C.V.
[Seller]

ASSET PURCHASE AGREEMENT

ASSET PURCHASE AGREEMENT (this "**Agreement**"), dated as of November 8, 2006, by and between Delphi Automotive Systems, LLC ("**Delphi**"), a Delaware limited liability company, on behalf of itself and its affiliates and subsidiaries, including Alambrados y Circuitos Electricos S.A. de C.V. ("**Delphi Mexico**"), a Mexican corporation (collectively "**Purchaser**"), and Creative Engineered Polymer Products, LLC ("**CEP**") an Ohio limited liability company, on behalf of itself and its affiliates and subsidiaries, including Composite Parts Mexico S.A. de C.V. formerly known as Carlisle Mexico S.A. de C.V. ("**CEP Mexico**"), a Mexican corporation (collectively "**Seller**").

W I T N E S S E T H:

WHEREAS, Seller is engaged in the business of manufacturing and selling of plastic and rubber automotive and non-automotive parts at its plant located at Blvd. Futura #120, Dynatech South Industrial Park, Hermosillo, Sonora, Mexico ("**Business**");

WHEREAS, Seller represents that (i) CEP owns the machinery and equipment used in the Business at the Premises and leases or bails the same to CEP Mexico, and (ii) CEP Mexico is the tenant of, and owns the leasehold improvements to, the Premises.

WHEREAS, on September 20, 2006, CEP filed a petition (the "**Bankruptcy Petition**") initiating a chapter 11 bankruptcy case (the "**Chapter 11 Case**") in the United States Bankruptcy Court for the Northern District of Ohio (the "**Bankruptcy Court**");

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**") to the extent applicable, upon the terms and subject to the conditions set forth in this Agreement, certain of Seller's assets, property, rights and interests relating to the Business (other than the Retained Assets (defined below)), in consideration of certain payments by the Purchaser and the assumption by Purchaser of certain Liabilities (defined below) and obligations of Seller specifically described in this Agreement; and

WHEREAS, Seller desires to retain all of its assets, property, rights, interests, Liabilities and obligations not transferred to, or assumed by, Purchaser under 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. Definitions.

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

“**Ancillary Agreements**” shall mean the Bill of Sale, the Assignment of Lease, the Escrow Agreement, and all other agreements, instruments or documents executed and delivered in connection herewith or therewith.

“**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.

“**Books and Records**” shall mean all books, records, manuals and other materials (in any form or medium and wherever held), including all records and materials held by Seller, advertising matter, catalogues, price lists, correspondence, mailing lists, lists of customers and suppliers (and all data related thereto), distribution and other mailing lists, photographs, production data, all studies and research, sales and promotional materials and records, purchasing materials and records, personnel records, manufacturing and quality control records and procedures, blueprints, research and development files, data and laboratory books, Intellectual Property disclosures and tangible embodiments of Intellectual Property, media materials and plates, accounting records, sales order files and litigation files related to the Business or the Purchased Assets. Notwithstanding the foregoing, the term “Books and Records” exclude the Excluded Books and Records.

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

“**Claims**” shall mean all claims, Liabilities, charges, actions, choses in action, suits, demands, accountings, setoffs or recoupments of any kind or description, fixed or contingent, accrued or unaccrued, arising under contract, tort, statute, or otherwise affecting, or in any way relating to, the Purchased Assets or the Business.

“Customer Agreement” shall mean that certain Customer Agreement, dated October 30, 2006, by and between, among others, CEP, CEP Mexico and Delphi Automotive Systems, LLC.

“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.

“Environmental Laws” means any applicable Mexican or federal, state, or local statute, law, ordinance, code, or order; and any regulation promulgated thereunder, which regulates or controls (i) pollution, contamination, or the condition of groundwater, surface water, soil, sediment or air.

“Excluded Books and Records” shall mean minute books and other organizational records, financial statements, books of account and tax returns of Seller and all Books and Records not related to the Purchased Assets.

“Governmental or Regulatory Authority” shall mean any instrumentality, subdivision, court, administrative agency, commission, official or other authority of the United States or Mexico, as the case may be, 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.

“Intellectual Property” shall mean all domestic and foreign registered patents, patent applications, patent licenses, registered trade names, registered trademarks, trademark registrations and applications, registered service marks, service mark registrations and applications, and copyright registrations and applications and all rights incidental thereto, including rights to sue for and remedies against past, present and future infringements thereof, and rights of priority and protection of interests therein under any applicable law, and all tangible embodiments thereof.

“Liabilities” shall mean any debt, liability, obligation, Claims, Liens, 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.

“Permitted Liens” shall mean (i) Liens consisting of zoning or planning restrictions or regulations, easements, permits, restrictive covenants, encroachments and other restrictions or limitations on the use of real property, or irregularities in, or exceptions to, title thereto which, individually or in the aggregate, do not materially detract from the value of, or impair the use of, such property by the Business and (ii) Liens for current taxes, assessments or governmental charges or levies not yet due and payable, (iv) Liens on any Purchased Assets that are the subject of operating or capital leases, (v) possessory or mechanics Liens of any Person, (vi) Liens securing any Assumed Liabilities, and (vii) Liens, if any, listed on Schedule 1.1.

“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.

“Premises” shall mean the manufacturing facility, office, lots and any other space used by the Business and located at Blvd. Futura #120, Dynatech South Industrial Park, Hermosillo, Sonora, Mexico.

“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, Schedules and Recitals are references to articles, sections, exhibits, schedules and recitals 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 Schedules and Exhibits. The Schedules 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. Any Schedule or Exhibit may be amended or modified prior to closing upon the mutual agreement of the parties.

ARTICLE II

PURCHASE AND SALE OF ASSETS

§2. 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 to the extent applicable, on the Closing Date, all of Seller’s right, title and interest in and to all assets of any type or nature, whether tangible or intangible, or located on or off the Premises, used in or related to the Business at the Premises other than Retained Assets (the “**Purchased Assets**”), free and clear of all Liens, Claims and Liabilities of any nature whatsoever, other than Permitted Liens, including:

(a) all fixed and tangible personal property related to the Business at the Premises, including all machinery, equipment, leasehold improvements, office equipment, furniture, furnishings, automobiles, trucks, vehicles, tools, dies, molds and parts and similar property (including any of the foregoing purchased subject to any conditional sales or title retention agreement in favor of any other Person), including the fixed and tangible personal property set forth on Schedule 2.1(a);

(b) all raw materials, work-in-process and finished inventory (collectively “**Inventory**”) related to Purchaser’s Component Parts produced by Seller at the Business;

(c) those contracts set forth on Schedule 2.1(c) including security deposits held by third parties thereunder, and all rights to use and occupy the Premises, all rights to receive payment for products sold or services rendered thereunder, all rights to receive goods and services pursuant thereto, and all rights to assert Claims and take other rightful actions in respect of breaches, defaults and other violations thereof (collectively, the “**Assumed Contracts**”);

(d) all rights of Seller under any commitments, policies or permits used or held for use in the Business at the Premises;

(e) all rights relating to any prepaid expenses made for and relating to the Business at the Premises;

(f) all Intellectual Property owned by Seller and used in connection with the Business at the Premises;

(g) the Books and Records related to the Business at the Premises; and

(h) those guaranties, warranties, indemnities and similar rights in favor of Seller or any of its Affiliates with respect to any Purchased Asset, to the extent conveyable.

For purposes of clarification, Delphi shall purchase the machinery and equipment from CEP and Delphi Mexico shall purchase all other Purchased Assets from CEP Mexico.

§2.2 Retained Assets. Notwithstanding the foregoing, the Purchased Assets shall not include the following assets of Seller relating to the Business at the Premises (the “**Retained Assets**”):

(a) All assets or property of any kind not used by Seller in its Business at the Premises;

(b) all cash on hand, security deposits held by third parties under contracts not constituting Assumed Contracts, cash collateral securing any letters of credit, all restricted cash, and all cash in financial institutions, cash equivalents, and marketable securities and bonds;

(c) all claims for refunds and/or credits for income taxes or for prepaid income taxes;

(d) all suits, claims, choses in action, causes of action, judgments, damages, rights to payment, litigation rights of any kind or nature whatsoever (whether arising in contract, tort or otherwise), or any equitable remedy for breach of performance if such breach gives rise to a right to payment against any Affiliate of the Seller, or any interest in any of the foregoing;

(e) all Claims against any officer, director, employee, or agent of the Seller, other than any such person who is employed by Purchaser or any subsidiary of Purchaser immediately after the Closing Date, or any interest in any of the foregoing;

(f) all contracts including, without limitation, customer purchase orders, other than the Assumed Contracts (collectively, the “**Excluded Contracts**”);

(g) all accounts receivable and notes receivable arising from the operation of the Business at the Premises;

(h) Seller’s rights under any or all of this Agreement, any other agreement, instrument or document executed in connection herewith, and the Approval Order;

(i) any Claims arising out of the Retained Assets;

(j) the Excluded Books and Records; (k) insurance proceeds and Claims with respect to or arising in connection with (A) any contract which is not assumed by Purchaser at the Closing, or (B) any item of tangible or intangible property not acquired by Purchaser at the Closing; and

(l) any Employee Benefit Plan and any assets thereof.

§2.3 Assumption of Liabilities. At the Closing, Purchaser shall assume and be liable for, and shall pay, perform or, as the case may be, discharge when due, only those Liabilities of Seller (collectively, the “**Assumed Liabilities**”) set forth below:

(a) all Liabilities arising out of, or in respect of, the Purchased Assets and incurred after the Closing;

(b) all performance obligations under the Assumed Contracts, to the extent such Assumed Contracts are listed on Schedule 2.1(c), and

(c) any separation or termination Liabilities under state, federal or Mexican law to employees of Seller at the Business not employed by Purchaser following the Closing.

Assumed Liabilities shall not, in any event, include any Retained Liabilities.

§2.4 Retention of Liabilities. Notwithstanding the foregoing, Seller shall retain, and shall be solely and exclusively liable for, all Liabilities of Seller and its Affiliates other than the Assumed Liabilities (the “**Retained Liabilities**”), including:

(a) any Liability, other than those Liabilities described in §2.3(c) of this Agreement, attributable to Seller’s employees at the Business, including, without limitation, 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 similar to that under COBRA under the laws of the United States;

(b) any and all Liabilities arising out of, or in respect of, the Purchased Assets that were incurred or accrued prior to the Closing;

(c) any and all Liabilities associated with the Retained Assets;

(d) any and all taxes, including, without limitation, any value added tax (i) imposed on the income, assets or operations of the Business and Purchased Assets for all periods prior to or as a consequence of the Closing and (ii) of Seller;

(e) any Liabilities to any Affiliates of Seller;

(f) subject to Purchaser’s assumption of warranty claims, 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;

(g) 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

(h) any Liability under any Environmental Law arising from facts, circumstances and conditions existing as of the Closing Date.

§2.5 Purchase Price. In full consideration for the sale by Seller of the Purchased Assets, Purchaser shall, on the Closing Date, (i) pay to Seller an aggregate of \$2,400,000.00 US, plus the value of the Inventory as determined in accordance with the applicable provisions of the Customer Agreement (the "**Purchase Price**"), and (ii) assume the Assumed Liabilities. Concurrently with the execution of this Agreement, the Purchaser shall provide a deposit of \$120,000.00 which shall be held in escrow by Seller's counsel consistent with an Escrow Agreement, in form mutually acceptable to the parties (the "**Escrow Agreement**"), and applied to the Purchase Price at Closing.

§2.6 Closing. The closing of the transactions contemplated by this Agreement (the "**Closing**") shall take place as soon as practicable after the last of the conditions set forth in Articles VI and VII hereof is satisfied or waived, but in no event later than November 30, 2006. Such date is herein referred to as the "**Closing Date**."

ARTICLE III

REPRESENTATIONS OF SELLER

§3. Representations of Seller. Seller represents, warrants and agrees as follows:

§3.1 Authority and Enforceability. Seller has the corporate 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 pursuant to its existing articles of organization or incorporation and by-laws. Seller has the corporate 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 Board of Members and no other corporate 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 form and substance reasonably acceptable to Purchaser (the “**Approval Order**”)

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

§3.3 Preservation of Business. From the date hereof through the Closing Date, Seller shall use reasonable efforts to preserve the Business, maintain present customers and suppliers and preserve its goodwill.

§3.4 No Solicitation of Transactions. From the date hereof until the Closing Date, Seller will not take, nor will Seller permit any investment banker, financial advisor, attorney, accountant or other Person retained by or acting for or on behalf of Seller, directly or indirectly, any action to initiate, assist, solicit, negotiate, or encourage any offer, proposal or inquiry from an Person (a) to engage in any business combination with respect to Seller’s Business, (b) to reach any agreement or understanding (whether or not such agreement or understanding is absolute, revocable, contingent or conditional) for, or otherwise attempt to consummate, any business combination with Seller’s Business, or (c) to furnish or cause to be furnished any information with respect to Seller’s Business to any Person except in the ordinary course of business (other than to Purchaser).

§3.5 Transition Services. In order to facilitate an orderly and expeditious transition of the Purchased Assets and Business from Seller to Purchaser, Seller agrees, at Purchaser’s request, to enter into a Transition Services Agreement with Purchaser at the time of closing, in form mutually acceptable to Seller and Purchaser.

ARTICLE IV

REPRESENTATIONS OF PURCHASER

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

§4.1 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 Delaware. 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. Purchaser represents and warrants that 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, constitute actions within the ordinary course of Purchaser’s business and that Delphi otherwise has all necessary court approvals in its chapter 11 case, In re: Delphi Corp., et al. (Bankr. S.D. N.Y.) to enter into and perform under this Agreement. 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 V

COVENANTS

§5.1 Review of the Business. Purchaser may, prior to the Closing Date, directly or through its representatives, review the Seller's properties, Books and Records and its financial and legal condition to the extent they reasonably believe necessary or advisable to familiarize themselves with such properties and other matters. Seller shall permit Purchaser and its representatives to have, after the date of execution of this Agreement, full access to the premises and to all the Books and Records (including tax returns filed and tax returns in preparation to be filed) and Seller shall cause its officers, employees, counsel, accountants, consultants and other representatives to furnish Purchaser with such financial and operating data and other information with respect to the business and properties of the Business as Purchaser shall from time to time reasonably request; provided, that such investigation and assistance shall not unreasonably disrupt the operations of the Business.

§5.2 Public Announcements. Neither Seller nor Purchaser shall, nor shall any of their 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; provided, that in the event disclosure is required by Law, the party required to make such disclosure shall use its best efforts to obtain the approval of the other party prior to issuing such press release or making such public disclosure.

§5.3 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) any notice of, or other communication relating to, a default or event that, with notice or lapse of time or both, would become a default under any Assumed Contract; (ii) 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 in any Schedule, Exhibit or certificate or delivered herewith, to be untrue or inaccurate or (B) the failure of any condition precedent to Purchaser's obligations; and (iii) 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.

§5.4 Suppliers and Vendors. Seller agrees to use its reasonable 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.

§5.5 Supplemental Disclosure. Seller shall have the right to disclose additional matters (a “Supplemental Disclosure Item”) in a written notice to Purchaser (a “Supplemental Disclosure Letter”) delivered no later than ten (10) business days prior to the Closing (i) that were not intentionally concealed (in the case of a representation or warranty) or intentionally caused (in the case of a covenant) by Seller on or prior to the date hereof and (ii) either (a) that constitutes a violation of any covenant by Seller or (b) that, had such additional matters been existing, occurring or known on the date hereof, would have been required to be set forth or described in the Schedules delivered to Purchaser on the date of this Agreement in order to make the representations and warranties of Seller set forth in Article III of this Agreement true and correct as of the date of this Agreement. Any Supplemental Disclosure Letter shall be titled in boldfaced, prominent type “SUPPLEMENTAL DISCLOSURE LETTER – IMMEDIATE ATTENTION REQUIRED.” In the event that the existence of the Supplemental Disclosure Item results in a breach or would result in a breach of Sellers’ representations and warranties set forth in Article III or covenants set forth in Article V that would give Purchaser the right to terminate this Agreement at or prior to Closing, then Purchaser may elect to terminate this Agreement upon written notice (a “Termination Notice”) to Seller within five (5) business days following its receipt of the Supplemental Disclosure Letter. In the event of any such termination, Purchaser’s deposit shall be returned and paid to Purchaser. In the event a Termination Notice is not timely delivered by Purchaser following Purchaser’s receipt of a Supplemental Disclosure Letter, then Purchaser shall be deemed to have waived the existence of any Supplemental Disclosure Item expressly disclosed in such Supplemental Disclosure Letter solely for purposes of determining (1) whether or not any condition precedent set forth in Article VI to Purchaser’s obligation to close has been met and (2) whether Purchaser is entitled to terminate this Agreement under Article VIII.

§5.6 Employees. Purchaser shall either (i) offer or cause to be offered new employment, or (ii) become a substitute employer, to the existing employees of the Business upon terms and conditions substantially similar to those in effect on the Closing Date, provided that Purchaser may, in its sole discretion, designate individual employees to whom it does not wish to offer employment on or before the Closing Date. Except as provided herein, Purchaser shall not be responsible for any Liability or Claim relating to: (i) compensation to any such terminated employees in connection with any present or future severance pay entitlement, notice of termination or payment in lieu thereof under applicable state, federal or Mexican legislation, salary, bonuses (whether or not accrued), vacation pay and other remuneration and benefits payable or provided to such employees by Seller or (ii) any Liabilities under or arising in connection with any Employee Benefit Plan relating to the employees at the Business to whom Purchaser offers employment or to employees to whom it declines to offer employment.

ARTICLE VI

CONDITIONS TO PURCHASER’S OBLIGATIONS

§6. Conditions to Purchaser’s Obligations. The purchase of the Purchased Assets by Purchaser on the Closing Date is conditioned on the satisfaction or waiver (except as to §6.3) by Purchaser, at or prior to the Closing, of the following conditions:

§6.1 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 to Seller's actual knowledge in all material respects when made.

§6.2 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.

§6.3 Bankruptcy Matters. The Bankruptcy Court shall have entered the Approval Order; provided that the such condition shall be deemed satisfied if Purchaser fails to exercise any right to terminate the Agreement pursuant to Sections 8.2(c) by the deadline specified therein. The Approval Order shall not have been stayed, reversed or modified in a manner materially adverse to Purchaser without its consent.

§6.4 Bill of Sale. Seller shall have executed a Bill of Sale in form reasonably acceptable to Purchaser (the "Bill of Sale"), transferring Seller's right, title and interest in each of the Purchased Assets to Purchaser free and clear of all Claims and Liabilities.

§6.5 Assignment of Lease. Seller, through CEP Mexico, shall have executed an Assignment of Lease, with the landlord's consent, substantially in form reasonably acceptable to Purchaser (the "Assignment of Lease"), regarding the assignment of the that certain Lease Agreement, dated June 22, 2004, as amended, respecting the Premises as described more fully in Schedule 2.1(c) hereto.

§6.6 Other Documents. Seller shall have executed such other and further authorizations, licenses or other documents either required by law, or as may be reasonably requested by Purchaser, for Purchaser to be able to properly operate the Business at the Premises.

ARTICLE VII

CONDITIONS TO SELLER'S OBLIGATIONS

§7. Conditions to Seller's Obligations. The sale of the Purchased Assets by Seller on the Closing Date is conditioned on the satisfaction or waiver (except as to §7.3) by Seller, at or prior to the Closing, of the following conditions:

§7.1 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 to Purchaser's actual knowledge in all material respects when made.

§7.2 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.

§7.3 Bankruptcy Matters. The Bankruptcy Court shall have entered the Approval Order; provided that such condition shall be deemed satisfied if Purchaser fails to exercise any right to terminate the Agreement pursuant to Sections 8.1(c) by the deadline specified therein. The Approval Order shall not have been stayed, reversed or modified in a manner materially adverse to Seller without the consent of Seller.

§7.4 Assignment of Lease. Purchaser shall have executed the Assignment of Lease.

ARTICLE VIII

TERMINATION AND ABANDONMENT

§8.1 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 the Purchaser or Seller, (i) if the Approval Order has not been entered by the Bankruptcy Court by November 28, 2006 (the “**Outside Approval Order Date**”), or (ii) if the Bankruptcy Court entered 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 8.1(c)(i) must be exercised on or before the first Business Day after the Outside Approval Order Date, and any termination right under subsection 8.1(c)(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;

(d) 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 such Order shall become final and non-appealable.

§8.2 Effect of Termination. If this Agreement is terminated pursuant to Section 8.1 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 8.1 pursuant to which such termination is made, and this Agreement shall be terminated and there shall be no Liability

hereunder on the part of the Purchaser or Seller, except that the provisions of Section 5.1(b) (Review of the Business), Section 5.3 (Public Announcements), Section 8.1 (Termination), this Section 8.2, Section 9.1 (Expenses), Section 9.5 (Governing Law) and Section 9.6 (Jurisdiction) shall survive any termination of this Agreement. Nothing in this Section 8.2 shall relieve any party hereto of Liability for any willful breach of this Agreement.

ARTICLE IX

MISCELLANEOUS

§9.1 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.

§9.2 No Broker. No broker, finder, agent or similar intermediary has acted for or on behalf of Seller or Purchaser in connection with this Agreement or the contemplated transaction, and no broker, finder, agent or similar intermediary is entitled to any broker's, finder's or similar fee or other commission in connection therewith based on any agreement or understanding with Seller or Purchaser or any action taken by Seller or Purchaser.

§9.3 Transfer Taxes. Purchaser shall bear and pay the expense of all use, sales, transfer and other similar transaction taxes 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; provided, however, that to the extent applicable law requires payment of a tax by Seller, Seller may transfer the liability for payment of such tax to Purchaser.

§9.4 No Successor Liability. After the Closing, Purchaser shall not be deemed (i) to be a successor to Seller, (ii) to have, *de facto* or otherwise, merged with or into Seller, (iii) to be a mere continuation of Seller or the enterprise of Seller, and no successor liability shall attach to Purchaser or to the Purchased Assets by reason of this Agreement, the transactions contemplated hereunder, or Purchaser's subsequent operation of the Business at the Premises.

§9.5 Governing Law. The interpretation and construction of this Agreement, and all matters relating hereto, shall be governed by the Laws of the State of Ohio and the laws of Mexico, as the case may be applicable to agreements executed.

§9.6 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, and, by execution and delivery of this Agreement, each of the parties to this Agreement accepts the exclusive jurisdiction of such court, 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 9.6.

§9.7 Captions. 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.

§9.8 Notices. Any notice or other communication required or permitted under this Agreement shall be deemed to have been duly given (i) five (5) Business Days following deposit in the mails if sent by registered or certified mail, postage prepaid, (ii) when sent, if sent by facsimile transmission, 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

Creative Engineered Polymer Products, LLC
3650 W. Market St.
Suite 340
Akron, Ohio 44333
Telephone: (330) 664-2942
Facsimile: (330) 664-2959
Attn: Joseph Mallak

with a copy to

Baker & Hostetler LLP
3200 National City Center
1900 East Ninth Street
Cleveland, Ohio 44114
Telephone: (216) 861-7797
Facsimile: (216) 696-0740
Attn: Joseph F. Hutchinson, Jr.

and if to the Purchaser, to

Delphi Automotive Systems, LLC
200 Upper Mountain Road
Building 6
Lockport, NY 14094-1896
Telephone: (716) 560-4417
Facsimile: (716) 439-3937
Attn: Dana Mesler

with a copy to

Butzel Long
Stoneridge West
41000 Woodward Avenue
Bloomfield Hills, MI 48304
Telephone: (248) 258-1413
Facsimile: (248) 258-1439
Attn: Thomas B. Radom

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

§9.9 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; except that Purchaser shall have the right to freely assign its interests in this Agreement to a successor in ownership or a reorganized debtor that may emerge from the chapter 11 bankruptcy case filing of Purchaser and certain of its U.S. affiliates. This Agreement shall be binding upon and shall inure to the benefit of each of the parties hereto and its respective representatives, administrators, successors and permitted assigns.

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

§9.11 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.

§9.12 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 and the Bank Agent or, in the case of a waiver, by the party waiving compliance (and the Bank Agent in the case where such waiving party is the Seller).


§9.13 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.

§9.14 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.

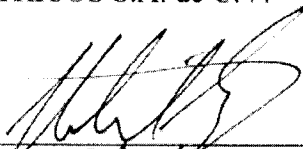
§9.15 No Strict Construction. The parties hereto have participated jointly in the negotiation and drafting of this Agreement. In the event any ambiguity or question of intent or interpretation arises, this Agreement shall be construed as if drafted jointly by all parties hereto, and no presumption or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

§9.16 Waiver of Jury Trial. Each of Purchaser and Seller hereby waives, 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. Purchaser and Seller (i) certify that no representative, agent or attorney of the other party has represented, expressly or otherwise that such other party would not, in the event of litigation, seek to enforce the foregoing waiver and (ii) acknowledge that it and the other party have been induced to enter into this Agreement by, among other things, the mutual waivers and certifications in this Section 9.16.

DELPHI AUTOMOTIVE SYSTEMS, LLC

By: 
Name: James E. Bledy
Title: Delphi Thermal Finance Dir.

ALAMBRADOS Y CIRCUITOS
ELECTRICOS S.A. de C.V.

By: 
Name: Roberto Berry
Title: Apoderado - Admón. - in fact

CREATIVE ENGINEERED POLYMER
PRODUCTS, LLC

By: _____
Name:
Title:

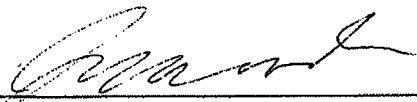
COMPOSITE PARTS MEXICO S.A. de C.V.
f/k/a CARLISLE MEXICO S.A. de C.V.

By: _____
Name:
Title:

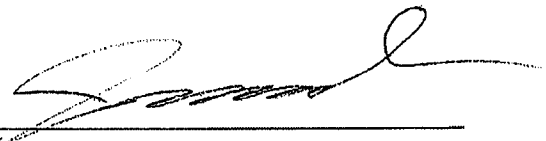
ALAMBRADOS Y CIRCUITOS
ELECTRICOS S.A. de C.V.

By: _____
Name:
Title:

CREATIVE ENGINEERED POLYMER
PRODUCTS, LLC

By:  _____
Name:
Title: CEO

COMPOSITE PARTS MEXICO S.A. de C.V.
f/k/a CARLISLE MEXICO S.A. de C.V.

By:  _____
Name:
Title: CEO

SCHEDULE 1.1

Permitted Liens

None

Schedule 2.1(a)

List of Tangible Personal Property

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| ITEM NO. | QTY | MAKE | MODEL | DATE | AGE | DESCRIPTION |
|----------|-----|---------------------|------------------|--------------|------|--|
| 1 | 1 | CINCINNATI MILACRON | MAXIMA MM1100179 | H32A030 0017 | 2004 | #1 1100 TON X 179 OZ. HORIZONTAL SCREW TYPE PLASTIC INJECTION MOLDER, 82.7" X 61.2" PLATEN, DBTB, DAYLIGHT 94.5", CLAMP STROKE 78.7", WITH MILACRON XTREEM ST PLC CONTROLS, M-TEK VACUUM RECEIVER, HOPPER FEED, MAGNETIC SEPARATOR, STAR AUTOMATION MDL TW-1800V-460V2 ROBOTIC UNLOADER, MDL STEC-460 VER. 2 CONTROL |
| 2 | 1 | CINCINNATI MILACRON | MAXIMA MM880179 | H45A020 0022 | 2005 | #2 880 TON X 179 OZ. HORIZONTAL SCREW TYPE PLASTIC INJECTION MOLDER, 70.9" X 58.3" PLATEN, DBTB, DAYLIGHT 88.6", CLAMP STROKE 76.8", WITH MILACRON XTREEM ST PLC CONTROLS, M-TEK VACUUM RECEIVER, HOPPER FEED, MAGNETIC SEPARATOR, STAR AUTOMATION MDL TW-1800V-460V2 ROBOTIC UNLOADER, MDL STEC-460 VER. 2 CONTROL |
| 3 | 1 | CINCINNATI MILACRON | MAXIMA MM72585 | H44A020 0016 | 2005 | #3 725 TON X 85 OZ. HORIZONTAL SCREW TYPE PLASTIC INJECTION MOLDER, 55.5" X 55.5" PLATEN, DAYLIGHT 81.7", CLAMP STROKE 71.9", WITH MILACRON XTREEM ST PLC CONTROLS, M-TEK VACUUM RECEIVER, HOPPER FEED, MAGNETIC SEPARATOR, STAR AUTOMATION MDL TW-1400V-460V2 ROBOTIC UNLOADER, MDL STEC-460 VER. 2 CONTROL |
| 4 | 1 | VAN DORN | 450-RS-60F | 790 LOT 62 | 1985 | #4 450 TON X 60 OZ. HORIZONTAL SCREW TYPE PLASTIC INJECTION MOLDER, RELAY CONTROLS, M-TEK VACUUM RECEIVER, HOPPER FEED, MAGNETIC SEPARATOR, STAR AUTOMATION MDL TW-1400V-460V2 ROBOTIC UNLOADER, MDL STEC-460 VER. 2 CONTROL |
| 5 | 1 | NISSEI | FN7000 | 536T011 | 1998 | #5 398 TON X 43 OZ. HORIZONTAL SCREW TYPE PLASTIC INJECTION MOLDER, MDL NC9300T PLC CONTROL, M-TEK VACUUM RECEIVER, HOPPER FEED, MAGNETIC SEPARATOR, STAR AUTOMATION MDL TW-1200V-460V2 ROBOTIC UNLOADER, MDL STEC-460 VER. 2 CONTROL |
| 6 | 1 | VAN DORN | 300-RS-30F | 961 | 1977 | #6 300 TON X 30 OZ. HORIZONTAL SCREW TYPE PLASTIC INJECTION MOLDER, RELAY CONTROLS, M-TEK VACUUM RECEIVER, HOPPER FEED, MAGNETIC SEPARATOR |
| 7 | 1 | VAN DORN | 200-RS-14F-HS | 2178 LOT 79 | 1981 | #7 200 TON X 14 OZ. HORIZONTAL SCREW TYPE PLASTIC INJECTION MOLDER, RELAY CONTROLS, M-TEK VACUUM RECEIVER, HOPPER FEED, MAGNETIC SEPARATOR |

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| 8 | 1 | VAN DORN | 275H-RS- 20F-LP HP SERIES | 163 LOT 105 | 1994 | #8 | 275 TON X 20 OZ. HORIZONTAL SCREW TYPE PLASTIC INJECTION MOLDER, PATHFINDER 1000 PLC CONTROLS, M- TEK VACUUM RECEIVER, HOPPER FEED, MAGNETIC SEPARATOR |
|----|---|------------------------|----------------------------------|-------------------|------|-----|--|
| 9 | 1 | VAN DORN | 275H-RS- 20F-LP HP SERIES | 162 LOT 105 | 1994 | #9 | 275 TON X 20 OZ. HORIZONTAL SCREW TYPE PLASTIC INJECTION MOLDER, PATHFINDER 1000 PLC CONTROLS, M- TEK VACUUM RECEIVER, HOPPER FEED, MAGNETIC SEPARATOR |
| 10 | 1 | VAN DORN | 700H-RS- 60F-CV-VV | 374 LOT 41 | 1986 | #10 | 700 TON X 60 OZ. HORIZONTAL SCREW TYPE PLASTIC INJECTION MOLDER, RELAY CONTROLS (DISMANTLED AT TIME OF INSPECTION) |
| 11 | 1 | CINCINNATI MILACRON | MAXIMA MM72585 | H44A020 0018 | 2005 | #11 | 725 TON X 85 OZ. HORIZONTAL SCREW TYPE PLASTIC INJECTION MOLDER, 55.5" X 55.5" PLATEN, DAYLIGHT 81.7", CLAMP STROKE 71.9", WITH MILACRON XTREEM ST PLC CONTROLS, M-TEK VACUUM RECEIVER, HOPPER FEED, MAGNETIC SEPARATOR, STAR AUTOMATION MDL TW-1400V-460V2 ROBOTIC UNLOADER, MDL STEC-460 VER. 2 CONTROL |
| 12 | 1 | CINCINNATI MILACRON | MAXIMA MM72585 | H44A020 0008 | 2004 | #12 | 725 TON X 85 OZ. HORIZONTAL SCREW TYPE PLASTIC INJECTION MOLDER, 55.5" X 55.5" PLATEN, DAYLIGHT 81.7", CLAMP STROKE 71.9", WITH MILACRON XTREEM ST PLC CONTROLS, M-TEK VACUUM RECEIVER, HOPPER FEED, MAGNETIC SEPARATOR, STAR AUTOMATION MDL TW-1400V-460V2 ROBOTIC UNLOADER, MDL STEC-460 VER. 2 CONTROL |
| 13 | 1 | CINCINNATI MILACRON | MAXIMA MM1100179 | H32A030 0018 | 2004 | #13 | 1100 TON X 179 OZ. HORIZONTAL SCREW TYPE PLASTIC INJECTION MOLDER, 82.7" X 61.2" PLATEN, DBTB, DAYLIGHT 94.5", CLAMP STROKE 72.7", WITH MILACRON XTREEM ST PLC CONTROLS, M-TEK VACUUM RECEIVER, HOPPER FEED, MAGNETIC SEPARATOR, STAR AUTOMATION MDL TW-1800V-460V2 ROBOTIC UNLOADER, MDL STEC-460 VER. 2 CONTROL |
| 14 | 2 | MTEK | HP4-X 300 FM | D16411, D16412 | N/A | N/A | DEHUMIDIFYING HOPPER DRYER EACH VALUE 1,750 / 2,250 / 3,000 |
| 15 | 1 | CONAIR FRANKLIN | COMPU- DRY D04A400030 0 | OD1076 | N/A | N/A | COMPUTERIZED DEHUMIDIFYING HOPPER DRYER |

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| | | | | | | | |
|----|---|-----------------------------|-----------------------|---|------|-----|--|
| 16 | 1 | MTEK | AP0-10 | D16410 | N/A | N/A | DEHUMIDIFYING HOPPER DRYER, MDL RH600 STAINLESS STEEL 600 LB CAPACITY DRY HOPPER, VACUUM RECEIVER AND STAND |
| 17 | 1 | MILLER | SYNCRONA VE 250 DX | LE060921 | 2005 | N/A | 250 AMP WIRE TIG WELDER, WIRE FEED, CART, TANK AND TIG RUNNER |
| 18 | 3 | MTEK | VP-1500 | 22558, 22556, 22557 | N/A | N/A | 15 HP VACUUM PUMPS AND (3) MDL PFF-420-90 VACUUM RECEIVERS AND ACCUMULATOR TANKS, S/N'S P1004, P1005, P1006 |
| 19 | 1 | SYNVENTIVE | MFL-0-D-12- 00-37 | 04460005 12 / 514 | N/A | N/A | 21 KVA 14-ZONE HOT RUNNER, IPM MODULES AND CART |
| 20 | 9 | SYNVENTIVE | MFL-0-D-12- 00-037 | 04460004 55, 458, 513, 515, 370, 457, 500, 511, 519 | N/A | N/A | 21 KVA 12-ZONE HOT RUNNERS, IPM MODULES AND CART EACH VALUE 750 / 1,250 / 1,500 |
| 21 | 7 | BERG | RA093A04 | 04076040 411, 6070411, 6060411, 6010411, 6050411, 6020411, 6030411 | N/A | N/A | 9 KW, 3-HP TEMPERATURE CONTROLLERS EACH VALUE 350 / 500 / 550 |
| 22 | 1 | HANBANDO BALANCE INC. | BV-10A1C | B04-035 | 2006 | N/A | CUSTOM BUILT BALANCER |
| 23 | 1 | LOT | LOT | LOT | LOT | N/A | ROTOGRAN PALLET HANDLING SYSTEM TO INCLUDE: ROTOGRAN VARIABLE SPEED INCLINE BELT CONVEYOR, ROTOGRAN MDL WO-2236-SP 22" X 36" 60 HP PLASTICS GRANULATOR S/N 0411143W0 (2004), (2) ROTOGRAN MDL PH1214AR 12" X 14" 20 HP PLASTICS GRANULATORS S/N'S 9904210 & 9904208 (1999), (2) ROTOGRAN MDL HP1418AR 14" X 18" 25 HP PLASTICS GRANULATORS S/N'S 9904219 & N/A, ROTOGRAN MDL PH-88-5P 8" X 10" 10 HP PLASTICS GRANULATOR S/N 0411254 (2004), (2) MTEK SILOS, STANDS & BAG HOUSE DUST ARRESTORS, ROTOGRAN DE-DUSTING BOX, (2) THORESON MCCASH 300 LB DRY HOPPERS AND STANDS, (2) CYCLONE RECEIVERS (1 NOT IN SERVICE), (4) SQUARE HOLDING SILOS WITH MTEK VACUUM LOADERS, (1) MILLTRONICS MDL SAM-20 SILO SCALE SYSTEM, (3) STEEL VERTICAL STORAGE SILOS, (2) MTEK MDL MT-32CPS CONVEYOR FACE 3 CONTROLS, S/N'S V1094 & V1095, (2) MOULD-TEK MDL VLC-1001/PS VACUUM LOADER CONTROLS S/N'S V1100 & V1108 |

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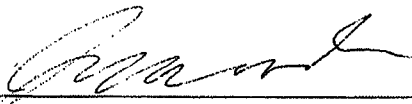
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| 24 | 1 | ATLAS COPCO | GA37FF | A1139038 4 | N/A | N/A | 50 HP PACKAGED WORK PLACE AIR COMPRESSOR SYSTEM |
|----|---|----------------|-------------------|---------------------------------|-----|-----|--|
| 25 | 1 | BERG | WQ-100-2/2- 3P | W01497D -AB1- 1104 | N/A | N/A | CENTRAL CHILLING SYSTEM, (1) BERG MDL TT-976-1(30) X 3(25) TOWER TANK SBT S/N W01497B-E01-1104 AND BAC ROOF MOUNTED COOLING TOWER |
| 26 | 1 | LOT | LOT | LOT | LOT | N/A | LOT OF MISCELLANEOUS THROUGHOUT INCLUDING BUT NOT LIMITED TO : EMI CORP. INCLINE PORTABLE PARTS RUNOUT CONVEYORS, PARTS STANDS, WORK TABLES, JET SHOP CRANE, DEWALT DOUBLE END GRINDER, TOOL EXCHANGE DRILL PRESS, HAND TOOLS, AIR HOSES, SYNVENTIVE 1 HP HYDRAULIC SYSTEMS WITH HOT RUNNER CONTROL PANEL, MISC. REPAIR AND REPLACEMENT PARTS, ETC. |
| 27 | 1 | ZEISS | ECLIPSE | 97110439 J/CMM19 71104306 | N/A | N/A | COORDINATE MEASUREMENT MACHINE WITH RENISHAW MDL MIH PROBE |
| 28 | 1 | LOT | LOT | LOT | LOT | N/A | LOT OF MISCELLANEOUS THROUGHOUT QUALITY CONTROL INCLUDING BUT NOT LIMITED TO: BARNSTAD / THERMOLYNE 1500 BENCH TOP FURNACE, TINUS OLSEN MP600 EXTRUSION PLASTOMETER S/N 207381, DIGITAL SCALE, GRANITE SURFACE PLATE, HEIGHT STANDS, DSC MDL HFT MELT POINT TESTER S/N 1122021252, ETC. |
| 29 | 1 | LOT | LOT | LOT | LOT | N/A | LOT OF MISCELLANEOUS THROUGHOUT OFFICES INCLUDING BUT NOT LIMITED TO: MODULAR FORMICA OFFICE DESK / STORAGE SYSTEMS, STEEL FOUR DRAWER FILE CABINETS, PADDED ARM CHAIRS, PADDED SWIVEL CHAIRS, DRY ERASE BOARDS, PERSONAL COMPUTER SYSTEMS, TWO DRAWER FILES, COPY MACHINE, FAX MACHINE, CALCULATORS, CONFERENCE ROOM TABLE, CAFETERIA EQUIPMENT, WAITING AREA FURNITURE, MICROWAVE OVENS, REFRIGERATORS, FIRST AID CABINETS, STEEL LOCKERS, BREAK ROOM BOOTHS, STEEL LOCKERS, TIME CLOCK & RACKS, STORAGE UNITS, COAT RACKS, ETC. |
| | | | | | | | TOTAL |

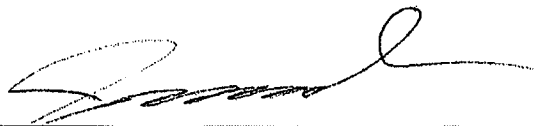
ALAMBRADOS Y CIRCUITOS
ELECTRICOS S.A. de C.V.

By: _____
Name:
Title:

CREATIVE ENGINEERED POLYMER
PRODUCTS, LLC

By:  _____
Name:
Title: CEO

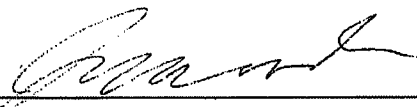
COMPOSITE PARTS MEXICO S.A. de C.V.
f/k/a CARLISLE MEXICO S.A. de C.V.

By:  _____
Name:
Title: CEO

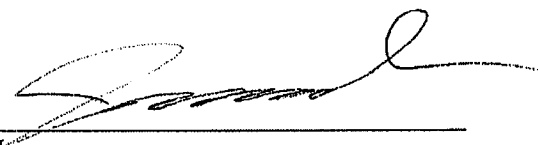
ALAMBRADOS Y CIRCUITOS
ELECTRICOS S.A. de C.V.

By: _____
Name:
Title:

CREATIVE ENGINEERED POLYMER
PRODUCTS, LLC

By:  _____
Name:
Title: CEO

COMPOSITE PARTS MEXICO S.A. de C.V.
f/k/a CARLISLE MEXICO S.A. de C.V.

By:  _____
Name:
Title: CEO

SCHEDULE 2.1(c)

Assumed Contracts

1. Lease Agreement between Santa Maria Industrial Partners, L.P., Landlord, and Carlisle Mexico, S.A. de C.V., Tenant, dated June 22, 2004, as amended by a First Amendment to Lease Agreement, dated January 28, 2005 Re: Blvd. Futura #120, Dynatech South Industrial Park, Hermosillo, Sonora, Mexico