

## Exhibit A

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ASSET PURCHASE AGREEMENT

Dated as of November 8, 2006

By and Between

CENTURY MOLD MEXICO, LLC  
[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]

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## **ASSET PURCHASE AGREEMENT**

ASSET PURCHASE AGREEMENT (this "**Agreement**"), dated as of November 8, 2006, by and between CENTURY MOLD MEXICO, LLC, a New York limited liability company ("**Purchaser**"), and CREATIVE ENGINEERED POLYMER PRODUCTS, LLC, an Ohio limited liability company ("**CEP**"), 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**") (jointly and severally, "**Seller**").

### **WITNESSETH:**

WHEREAS, Seller, itself and through its Affiliates, is engaged in the business of manufacturing and selling of plastic and rubber automotive and non-automotive parts at its plant in the Premises (defined below) with supporting operations at the Supporting Premises (defined below) (such business limited to that carried on or related to the business carried on at such locations, the "**Business**");

WHEREAS, CEP and certain of its Affiliates have on September 20, 2006 filed a petition (the "**Bankruptcy Petition**") initiating a chapter 11 bankruptcy case bearing docket no. 06-51848-mss (the "**Chapter 11 Case**") in the United States Bankruptcy Court for the Northern District of Ohio, Eastern Division (the "**Bankruptcy Court**");

WHEREAS, Seller desires to sell to Purchaser or to Purchaser's Affiliates, and Purchaser desires to purchase, directly or indirectly, 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, certain of Seller's and its Affiliate'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;

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; and

WHEREAS, Purchaser may transfer its rights and obligations hereunder to an Affiliate of Purchaser prior to or after the Closing Date as provided herein.

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 therefor 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.

**"Ancillary Agreements"** shall mean the Bill of Sale, the Escrow Agreement, the Employer Substitution Agreement, and all other agreements, instruments or documents executed and delivered in connection herewith or therewith.

**"Approval Order"** shall mean an Order of the Bankruptcy Court, which Order shall have become a final, non-appealable Order, in a form and substance reasonably acceptable to Purchaser, including:

(a) approval of this Agreement, the Ancillary Agreements and the transactions contemplated hereby and thereby,

(b) pursuant to 11 USC Section 363(b) that the sale of the Purchased Assets to Purchaser shall be free and clear of Liens, claims, and encumbrances, with any Liens to attach to the proceeds of the sale,

(c) pursuant to 11 USC Section 1145(c), that the Asset Sale shall be exempt from any transfer taxes in the United States, and

(d) pursuant to 11 USC Section 363(m) that the Purchaser and/or its Affiliate, as the case may be, has acted in good faith and is entitled to the protections of a good faith purchaser under the provisions of that section.

**"Asset Sale"** shall mean the purchase and sale transactions contemplated by this Agreement.

**"Assumed Liabilities"** has the meaning given to it in Section 2.3.

**"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, it is understood by the contracting parties that the term "Books and Records" excludes 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.

**"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 or pension plan (including as defined in Section 3(3) of the Employee Retirement Income Security Act of 1974, as amended) or material fringe benefit plan or other 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.

**"Employer Substitution Agreement"** shall mean an agreement to be entered into by Purchaser, directly or indirectly, and Seller's Affiliate holding the Maquila permit through which the Business is operated, in form reasonably mutually satisfactory to each, pursuant to which Purchaser directly or indirectly agrees to employ the persons who are employees of Seller's Affiliate holding the Maquila permit on the Closing Date with the same seniority, salaries, and benefits as previously provided by such Seller's Affiliate.

**"Environmental Laws"** means any Legal Requirement, of any Governmental or Regulatory Authority which regulates or controls (i) pollution, contamination, or the condition of groundwater, surface water, soil, sediment or air, or (ii) a spill, leak, emission, discharge, release or disposal into groundwater, surface water, soil, sediment or air of any pollutant or hazardous or regulated substance, including without limitation the federal Comprehensive, Environmental Response, Compensation, and Liability Act ("CERCLA"), 42 U.S.C. § 9601 et seq., as amended; the Federal Resource Conservation and Recovery Act ("RCRA"), 42 U.S.C. § 6901 et seq., as amended; the Hazardous Materials Transportation Act ("HMTA"), 49 U.S.C. § 1801 et seq., as amended; the Toxic Substances Control Act ("TSCA"), 15 U.S.C. § 2601 et seq., as amended; the Clean Air Act ("CAA"), 42 U.S.C. § 7401 et seq., as amended; the Clean Water Act ("CWA"), 33 U.S.C. § 1251 et seq., as amended; the Safe Drinking Water Act ("SDWA"), 42 U.S.C. § 300f et seq., as amended; the Emergency Planning and Community Right to Know Act ("EPCRA"), 42 U.S.C. § 11001 et seq., as amended; the Federal Insecticide, Fungicide and Rodenticide Act ("FIFRA"), 7 U.S.C. § 136 et seq., as amended; the National Environmental Policy Act ("NEPA"), 42 U.S.C. § 4321 et seq., as amended; any similar Legal Requirement. The term Environmental Laws shall also extend to and include all Mexican environmental, health and safety requirements, either federal, provincial, state or local statutes, regulations,

ordinances, official norms and standards, and other provisions having the force or effect of law and all judicial and administrative orders and determinations, all contractual obligations and all civil and common law principles concerning public health and safety, worker health and safety, protection of the environment and pollution, including without limitation all those relating to the presence, use, production, generation, handling, transportation, treatment, storage, disposal, distribution, labeling, testing, processing, discharge, release, threatened release, control, or cleanup of any hazardous materials, substances or wastes, chemical substances or mixtures, pesticides, pollutants, contaminants, toxic chemicals, petroleum products or byproducts, asbestos, polychlorinated biphenyls, noise or radiation, each as amended and as now in effect.

**“Excluded Books and Records”** shall mean minute books and other organizational records, financial statements, books of account and tax returns of Seller, its Affiliates 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, Mexico, 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.

**“Governmental Authorizations”** shall mean any consent, license, registration, or permit issued, granted, given, or otherwise made available by or under the authority of any Governmental or Regulatory 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.

**“Interim Maquila Services Agreement”** shall mean a services agreement to be entered into by Purchaser, directly or indirectly, and Seller’s Affiliate holding the Maquila permit through which the Business is operated in order to insure the continuity of the Business through the Maquila after the Closing Date for such limited period of time as required for the incorporation, establishment and permitting of Purchaser’s Maquiladora such that Purchaser can effectively operate the Business thereunder, and providing for reimbursement by Purchaser to Seller’s Affiliate for all costs and expenses incurred in connection therewith.

**“Inventory Value”** shall mean, the sum of (i) for raw materials and work-in-process, 80% of book value of usable raw materials and work-in-process, and (ii) for finished goods, 80% of the sales price of saleable finished goods inventory, in each case with the amount of such inventory to be established by a physical inventory taken by Purchaser (and observed by Seller) within the five Business Days prior to Closing Date.

“**Law**” shall mean any United States or Mexican federal state local, municipal or other constitution, law, ordinance, principle of common law, code, regulation, official norm, statute, or treaty in force at the Closing Date.

“**Legal Requirement**” shall mean any legal requirement imposed by any applicable Law.

“**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 or defects in title thereto.

“**Material Adverse Change**” means adverse changes in the business or condition (financial or other) of the Purchaser which in the aggregate exceed \$50,000.

“**Material Adverse Effect**” means an effect that results in or causes, or could reasonably be expected to result in or cause, a Material Adverse Change.

“**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 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.

“**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 facilities, offices, lots and any other space used by the Business and located in the City of Chihuahua, State of Chihuahua, Mexico.

“**Purchased Assets**” has the meaning given to it in Section 2.1.

“**Retained Assets**” has the meaning given to it in Section 2.2.

“**Retained Liabilities**” has the meaning given to it in Section 2.4.

“**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 participation or interest.

“**Supporting Premises**” shall mean the facilities and offices used by the Business and located at 31557 Industrial Road, Suite 100, Livonia, Michigan 48150.

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.

## 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, directly or indirectly, to purchase, assume and accept from Seller, and Seller agrees to, and to cause its Affiliates to, sell, convey, transfer, assign and deliver to Purchaser, or Purchaser’s Affiliates, as the case may be, 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 and its Affiliate’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 and Supporting Premises, used in or related to the Business other than Retained Assets (the “**Purchased Assets**”), free and clear of any and all Liens of any nature



whatsoever or limitations of domain and all as contemplated by Section 363(f) of the Bankruptcy Code, other than Permitted Liens, including but not limited to:

(a) all fixed and tangible personal property related to the Business, including all machinery, equipment, machine service parts, 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 related to the Supporting Premises set forth on Schedule 2.1(a);

(b) all inventory, including raw materials (whether previously purchased and in transit to the Business at the Premises or already in possession of the Business at the Premises), work-in-process, finished goods, and supplies related to the Business;

(c) all rights of Seller under any commitments, policies, or, to the extent conveyable without consent, Governmental Authorizations, used or held for use in the Business at the Premises;

(d) all rights relating to any prepaid expenses made for and relating to the Business;

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

(f) the Books and Records related to the Business;

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

It is understood by the contracting parties that the Asset Sale does not constitute or involve a purchase of the Seller's entire business concern.

2.2. Retained Assets. Notwithstanding the foregoing and irrespective of any relationship to the Business, the Purchased Assets shall not include the following assets of Seller and its Affiliates (the "**Retained Assets**"):

(a) All assets or property of any kind not used by Seller and/or its Affiliates in connection with their Business;

(b) all cash on hand, negotiable instruments, 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 accounts receivable and notes receivable arising from the operation of the Business prior to the Closing;

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

(h) any Claims arising out of the Retained Assets, including but not limited to all warranty obligations, product liability claims, claims of defective merchandise or other obligations arising from the operation of the Business on or prior to the Closing Date, including, but not limited to, any obligations relating to or resulting from litigation or settlements relating to, or the ownership, lease or possession of, the Purchased Assets on or prior to the Closing Date or related obligations or claims arising from products or inventory imported, manufactured, created, designed or sold by Seller in connection with the Business prior to the Closing Date;

(i) the Excluded Books and Records;

(j) 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;

(k) all preference or avoidance claims and actions of Seller, including, without limitation, any such preference and avoidance claims and actions arising under or brought pursuant to Sections 544, 547, 548, 549, and 550 of the Bankruptcy Code; and

(l) any Employee Benefit Plan and any assets thereof, as well as any and all collective bargaining agreements to which either Seller or its Affiliates is or was a party and except for the Employer Substitution Agreement.

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) subject to Section 2.4(e), all Liabilities arising out of, or in respect of, the Purchased Assets and incurred after the Closing (for the avoidance of doubt specifically excluding Liabilities for any breach of any agreement or failure to comply with the terms of any Governmental Authorization that occurred prior to the Closing);

(b) if the Interim Maquila Services Agreement is entered into by Seller's Mexican Affiliate and Purchaser's Affiliate, then all payment obligations thereunder, and

(c) for employees of the Business listed on Schedule 2.3(c) employed at the Premises on the Closing Date, and any replacements for such employees hired between the date of this Agreement and the Closing Date and still employed on the Closing Date (not including any increase in the aggregate number of such employees or liability with respect thereto), all statutory obligations to such employees for periods on and after the Closing Date, including without limitation for such persons employed on the Closing Date any separation or termination Liabilities under state or federal Law for the periods before and after the Closing Date.

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

2.4. Retention of Liabilities. Notwithstanding the foregoing, Seller and/or its Affiliates 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 but not limited to:

(a) any Liability to employees of Seller and/or its Affiliates of any kind or nature applicable to or arising within periods prior to the Closing Date including, (i) with respect to employees terminated prior to the Closing Date, all statutory obligations to such employees including any separation or termination Liabilities under state or federal Law, (ii) any and all obligations of any Seller and/or its Affiliates arising in connection with the Mexican Social Security Institute, the Governmental Housing Fund or the Governmental Retirement Fund and any other applicable labor and social security laws relating to the operation of the Business prior to the Closing Date, Seller’s termination of employees prior to the Closing Date, accrued but unpaid wages, bonuses, severance payments, accrued vacation and vacation premium liabilities, health care continuation liabilities, accrued year-end Christmas bonuses, liabilities under any employment agreement or employee benefit plan arrangement, or any other benefit not agreed in writing but derived from the employment relationship maintained by Seller and/or its Affiliates or any other Liability arising in connection with any other employment relationship related to the Business prior to the Closing, provided, however, in accordance with Section 2.3(c) Seller is not retaining and Purchaser is assuming any statutory obligations relating to separation or termination under state or federal Law for persons who are employees of the Seller on the Closing Date whether accrued on or after the Closing Date;

(b) any Liability associated with the Retained Assets;

(c) any Liabilities arising out of, or in respect to the Purchased Assets that were incurred or arise from events or circumstances that occurred during the period prior to Closing;

(d) all contracts and all obligations to make any payments on, or to repay, any borrowed money or pay other sums owed by Seller and/or its Affiliates to third parties;

(e) any and all taxes and any other applicable fiscal contributions, including but not limited to import duties (i) imposed on the income, assets, importation or operations of the Business and Purchased Assets for all periods prior to the Closing including the Mexican Value Added Tax and (ii) of Seller and/or its Affiliates;

(f) any Liabilities to any Affiliates of Seller;

(g) any warranty or 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 and/or its Affiliates prior to the Closing Date;

(h) any costs or expenses incurred by Seller and/or its Affiliates 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;

(i) any Liability under any Environmental Law (including without limitation any Liability of any nature with respect to any environmental conditions, claims or matters relating to environmental, health and safety requirements relating to the operation of the Business in Mexico) arising from facts, circumstances and conditions existing as of the Closing Date; and

(j) any other Liability of any nature whatsoever of Seller and/or its Affiliates that is not being expressly assumed by Purchaser in accordance with Section 2.3 above.

2.5. Purchase Price. In full consideration for the sale by Seller and its Affiliates of the Purchased Assets, Purchaser shall, on the Closing Date, (i) pay to Seller an aggregate of (A) U.S.\$1,800,000 plus (B) the Inventory Value (the "**Purchase Price**"), and (ii) assume the Assumed Liabilities. Concurrently with the execution of this Agreement, Purchaser shall provide a deposit of \$125,000 which shall be held in escrow and applied to the Purchase Price at Closing. In connection with the execution of this Agreement the parties, along with Baker & Hostetler LLP, solely in the capacity as escrow agent, shall enter into an escrow agreement substantially in the form attached hereto as Exhibit B.

2.6. Closing. Provided the last of the conditions set forth in Articles VI and VII hereof is satisfied or waived, the closing of the transactions contemplated by this Agreement (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, or such other agreed upon location, on November 30, 2006. Such date is herein referred to as the "**Closing Date**."

### ARTICLE III REPRESENTATIONS OF SELLER

Seller represents (on its own behalf and on behalf of its Affiliates), warrants and agrees as follows:

3.1. Authority and Enforceability. Seller and its Affiliates are validly existing and have the corporate or other power, as applicable, and authority to execute and deliver this Agreement and the other instruments and agreements to be executed and delivered by them as contemplated hereby. Subject to approval by the Bankruptcy Court, Seller has the corporate or other power, as applicable, and authority to consummate, and to cause its Affiliates to the extent required hereby 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 and its Affiliates as contemplated hereby, and the consummation of the transactions contemplated hereby and

thereby, have been duly authorized by Seller's and each applicable Affiliate's Board of Members and no other corporate action on the part of Seller or its Affiliates is necessary to authorize the execution, delivery and performance of this Agreement and such other instruments and agreements by Seller and its Affiliates, 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 and its Affiliates 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 its Affiliates and are or, as the case may be, will be valid and binding obligations of Seller and its Affiliates, enforceable in accordance with their terms upon the entry by the Bankruptcy Court of the Approval Order.

3.2. Title to and Existence of Purchased Assets. Seller and/or its Affiliates own, and have good, valid, and transferable title to all of the Purchased Assets, none of which are subject to capital or operating leases. None of the material equipment, leasehold improvements, or other tangible personal property of the Business (except inventory) has been removed from the Premises since Buyer's inspection in October, 2006.

3.3. Undisclosed Liabilities. To the best knowledge of the Chief Executive Officer of Seller, neither Seller nor its Affiliates has any liability relating to the Business or the Purchased Assets (whether known or unknown, asserted or unasserted, absolute or contingent, accrued or unaccrued, liquidated or unliquidated, or due or to become due) that could reasonably be expected to have a material adverse effect after the Closing on the Purchaser's ownership or operation of the Business or Purchased Assets.

3.4. Customs Compliance. With respect to the Purchased Assets:

(a) The definitive or temporary importation into México of the Purchased Assets owned, used or leased by Seller and its Affiliates has been carried out in compliance with the procedures and requirements provided for in the applicable Mexican Law, except where the failure to carry out such actions would not result in a Material Adverse Effect on the Business or on the Purchased Assets. For such purposes, all applicable import duties, taxes, antidumping duties, surcharges, interests and fines, if any, have been duly and timely paid to the Mexican competent authorities, except where the failure to pay them would not result in a Material Adverse Effect on the Business or on the Purchased Assets. Furthermore, all non-tariff regulations and requirements applicable to the Acquired Assets pursuant to Mexican law, including but not limited to import permits, Mexican Official Standards (NOMs), labeling requirements, certificates of origin, and notices to competent authorities, have been complied with and timely filed or obtained, as applicable, except where the failure to be in compliance or file timely could not reasonably be expected to have a Material Adverse Effect on the Business or on the Purchased Assets.

(b) Seller and its Affiliates maintain in their respective files complete import customs documentation required by applicable Mexican Law to support the legal importation and stay into México of the Purchased Assets carried out as of the date they commenced operations, except where the failure to maintain such documentation would not result in a Material Adverse Effect on the Business or on the Purchased Assets.

(c) No customs and tax audits, administrative proceedings or litigation relating to customs matters in which Seller or any of its Affiliates are or were involved, which may result in a Material Adverse Effect, took place or are currently in progress. None of them have received notice that any fiscal credits (liquidaciones o créditos fiscales) that could result in a Material Adverse Effect have been imposed on it or are expected to be imposed on it by the Mexican customs authorities regarding the Business or the Purchased Assets on or before the Closing Date.

3.5. NO WARRANTY ON PURCHASED ASSETS. 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 THE 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 PURCHASER

Purchaser represents, warrants and agrees as follows:

4.1. Existence and Good Standing of Purchaser; Power and Authority. Purchaser is a limited liability company duly organized, validly existing and in good standing under the Laws of the State of New York. Purchaser has the full 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 full 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 governing bodies 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 V COVENANTS

5.1. Review of the Business. Purchaser may, prior to the Closing Date, directly or through its representatives, review and audit the properties, Books and Records, Purchased Assets 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 and its Affiliates 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, as well as those of Seller's Affiliates, 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. With the exception of matters in the Bankruptcy Court or as part of its proceedings, 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 and its Affiliates 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 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 (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.

5.4. Suppliers and Vendors. Seller agrees to use its reasonable efforts to allow for Purchaser to have sufficient discussions with Seller's and its Affiliates' 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 five (5) 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 caused the representations and warranties of Seller set forth in Article III of this Agreement not to be true and correct. 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 seven (7) 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. Interim Maquila Services Agreement. At Purchaser's request made in the event that prior to the Closing Date Purchaser has not completed the process of incorporating and establishing its own Maquila and obtaining the necessary approvals, permits and licenses for operation of the Business in substantially the same manner as operated by the Seller and its Affiliates, Seller and its Affiliates shall enter on the Closing Date into the Interim Maquila Services Agreement on the Closing Date, in form reasonably satisfactory to the Purchaser to be provided to the Seller at least five (5) days prior to the hearing date for the Approval Order. The Maquila Services Agreement shall provide for Seller and its Affiliates to assume the obligation to provide manufacturing services to Purchaser with the Purchased Assets in exchange of a services fee equal to the allocable portion of the services fee paid by Seller to its Affiliates for the performance of such service.

5.7. Employees. Purchaser and Seller will enter into the Employer Substitution Agreement on the Closing Date.

5.8. 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.

5.9. 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 or purchase of 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 or purchase of 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). If Seller (or any such Person acting for or on any of their behalf) receives from any Person (other than Purchaser) any offer, inquiry,



proposal or informational request referred to above, Seller will promptly advise Purchaser of the terms of such offer, inquiry or informational request and promptly advise such Person of its obligations hereunder.

5.10. Information Regarding Assets. With respect to the Business, within the five days prior to the Closing Seller will deliver to Purchaser a Schedule that divides the machinery, equipment and inventory into the following categories: (i) assets acquired from Mexican suppliers; (ii) assets imported into México on a definitive basis; and (iii) assets imported on temporary basis under Seller's and/or its Affiliates' Maquila or PITEX program, with detail on the number and date of the respective import pedimentos for each case.

5.11. Further Assurances. In connection with the Closing and thereafter Seller will take all actions and execute all documents reasonably requested by Purchaser in order to assure that Purchaser will have good, valid, and transferable title to all of the Purchased Assets after the Closing.

## ARTICLE VI 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 Section 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 and its Affiliates 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.

6.2. Performance of Agreements. All of the agreements and covenants of Seller and its Affiliates 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 such condition shall be deemed satisfied if Purchaser fails to exercise any right to terminate the Agreement pursuant to Section 8.1(c) by the deadlines specified therein. The Approval Order shall not have been appealed, stayed, reversed or modified in a manner materially adverse to Purchaser without its consent.

6.4. Bill of Sale and Customs Compliance. Seller and its Affiliates shall have executed a Bill of Sale, substantially in the form of Exhibit A attached hereto (the "Bill of Sale"), transferring Seller's and its Affiliate's interest in each of the Purchased Assets to Purchaser, along with Seller's and its Affiliates' full compliance with any applicable customs requirements and proceedings to legally transfer the Purchased Assets to Purchaser in accordance to Mexican Law.

6.6. Interim Maquila Services Agreement. Seller shall have executed or shall have caused its Affiliate to have executed, to the extent required, the Interim Maquila Services Agreement.

6.7. Employer Substitution Agreement. Seller shall have executed the Employer Substitution Agreement transferring the labor force to the Purchaser or Purchaser's designee at Closing.

6.8. Agreement With Landlord. Purchaser shall have entered into agreements, contingent upon Closing, with the landlord for the Premises covering a period of not less than three years on terms at least as favorable as those enjoyed by Seller.

6.9. Material Change. No material damage, destruction, loss, or disposition of any Purchased Asset (whether or not covered by insurance), except for ordinary wear and tear and sales of inventory in the ordinary course of business, shall have occurred after the date of this Agreement.

## ARTICLE VII 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 Section 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.

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 deadlines specified therein. The Approval Order shall not have been appealed stayed, reversed or modified in a manner materially adverse to Seller without the consent of Seller.

7.4. Agreement With Landlord. Purchaser shall have entered into agreements, contingent upon Closing, with the landlord for the Premises covering a period of not less than three years on terms at least as favorable as those enjoyed by Seller.

7.6. Employer Substitution Agreement. Purchaser shall have executed the Employer Substitution Agreement transferring the labor force to the Purchaser or Purchaser's designee at Closing.

## 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 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 enters an Order (a “**Non-Conforming Approval Order**”) approving the sale of all or any portion of the Purchased Assets to Purchaser, which 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 the Outside Approval Order Date; provided, however, that any termination right under Section 8(c)(i) must be exercised on or before the first Business Day after the Approval Order Date, and any termination right under Section 8(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 if the Conditions to Purchaser’s Obligations contained in Article VI are not satisfied such that Closing may occur on or before November 30, 2006;

(e) by Seller if the Conditions to Seller’s Obligations contained in Article VII are not satisfied such that Closing may occur on or before November 30, 2006;

(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 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 provisions of Section 8.1 pursuant to which such termination is made, and this Agreement shall be terminated with the effect set forth in this Section.

(a) 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 5.2 (Public Announcements), Section 8.1 (Termination), this Section 8.2, Section 9.1 (Expenses), Section 9.3 (Governing Law) and Section 9.4 (Jurisdiction) shall survive any termination of this Agreement.

(b) 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. 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.

9.3. 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 New York applicable to agreements executed and to be performed solely within such State.

9.4. Jurisdiction; 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 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 with respect to any matters for which it has submitted to jurisdiction pursuant to this Section 9.4.

9.5. 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.

9.6. 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 Holdings, LLC  
3650 W. Market St.  
Suite 340  
Akron, Ohio 44333  
Telephone: (330) 664-2942  
Facsimile: (330) 664-2959

Attn: Joseph Mallak

with a copies 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

Baker & McKenzie Abogados, S.C.  
Paseo Triunfo de la República 3304-2  
Ciudad Juárez, Chihuahua, México 32330  
Telephone: +52 (656) 629-1374  
Facsimile: +52 (656) 629-1399  
Attn: Renato Martinez-Quezada

and if to the Purchaser, to:

Century Mold Mexico, LLC  
25 Vantage Point Drive  
Rochester, New York 14624  
Telephone: (585) 617-1700  
Facsimile: (585) 352-0918  
Attn: Ronald S. Ricotta

with a copy to:

Harris Beach PLLC  
99 Garnsey Road  
Pittsford, New York 14534  
Telephone: (585) 419-8800  
Facsimile: (585) 419-8817  
Attn: Beth Ela Wilkens

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

9.7. 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 (i) so long as Purchaser remains jointly and several liable for its obligations and liabilities hereunder and the Ancillary Agreements, Purchaser may assign its rights, interests and obligations hereunder in connection with the transfer by Purchaser of all or substantially all of the assets of the Business, and (ii) Purchaser

may grant its lenders a security interest in its rights under this Agreement, and (iii) Purchaser may assign all of its rights and obligations under this Agreement and the Ancillary Agreements to an Affiliate of Purchaser, provided that such Affiliate assumes all obligations and makes all representations of Purchaser hereunder, and further provided that upon such assumption by such Affiliate all references to Purchaser hereunder shall be deemed to be references to such Affiliate. This Agreement shall be binding upon and shall inure to the benefit of each of the parties hereto and its respective heirs, executors, administrators, successors and permitted assigns.

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

9.9. 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.

9.10. 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 or, in the case of a waiver, by the party waiving compliance.

9.11. 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.

9.12. 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.

9.13. 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.

9.14. 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