

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 9.14.

9.15. 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.

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

[Signature Pages Follow]

CENTURY MOLD MEXICO, LLC

By: 

Name: Ronald S. Ricotta

Title: Chief Executive Officer

CREATIVE ENGINEERED POLYMER
PRODUCTS, LLC

By: _____

Name: _____

Title: _____

COMPOSITE PARTS MEXICO S.A. de
C.V.

By: _____


Name: _____

Title: _____

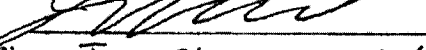
CENTURY MOLD MEXICO, LLC

By: _____
Name: Ronald S. Ricotta
Title: Chief Executive Officer

CREATIVE ENGINEERED POLYMER
PRODUCTS, LLC

By: 
Name: Joseph M. Malik
Title: CEO

COMPOSITE PARTS MEXICO S.A. de
C.V.

By: 
Name: Joseph M. Malik
Title: CEO

SCHEDULE 2.1(A)
(Assets)

Assets Located At Supporting Premises

Computer/Electronic

1. File server HP Proliant ML350 #usm4461070
2. Email server HP Proliant ML310 #mx255100dl
3. PLM/Actify server HP Proliant ML110 #20bflgrt3l
4. KVM switch, monitor, masc. wires in server room.
5. Dell Power Vault tape backup unit in server room
6. Hp color LaserJet 2550l in server room
7. Xerox 8830 plotter in mail room
8. Phone system Digital 400 in phone room
9. Hubs and rack in phone room
10. Fax machine in reception area
11. Computer for data communication HP usv4180083
12. HP Laptop Bruce Fassett #cnu5472951
13. HP Laptop Bruce Fassett #cnu5191gx4
14. HP Laptop Bruce Fassett #cnu549035k
15. HP Laptop Bruce Fassett #cnu51412x9
16. HP Laptop Bruce Fassett #cnu5440qgk
17. HP Laptop Bruce Fassett #cnu6081gsj
18. Cad workstation IBM #s7044101c58f
19. Cad workstation Dell #zva449007p
20. Cad workstation HP 2va5450g4v
21. Cad workstation Dell 4nrzg51
22. Cad File server SGI n20695

Office Furniture

1. Office for Mark Burrows
2. Office for Gary Skrypec
3. Office for Dave Dick
4. Office for Larry Butterfield
5. Office for Bruce Fassett
6. Small Conference room
7. Front desk reception area
8. Four corner workstations in Cad area
9. Eight (8) Tall Lateral File Cabinets
10. Rolling White Board in Conference Room

Schedule 2.3(c)

numer: nombre	alta g	sueldo	dianti	d90	d12	d20	
2 TREVINO RANGEL LUIS HUMBERTO	21-Dec-98	3213.27	8.04	289194	8834.68	514123	\$812,152.18
8 CHAVEZ RAMIREZ JUAN MANUEL	22-Mar-99	903.03	7.79	81272.7	8560.57	126424	\$216,257.47
12 MENDOZA DE LA ROSA MIGUEL	29-Mar-99	1843.5	7.77	165915	8539.49	258090	\$432,544.49
57 BUSTAMANTE MARTINEZ HECTOR MANUEL	01-Jun-99	690.92	7.59	62182.8	8346.71	96728.8	\$167,258.31
79 DIAZ DE LEON REYES GUSTAVO	28-Jun-99	270.93	7.52	24383.7	8265.38	37930.2	\$70,579.28
160 SANTANA OCHOA JORGE ADRIAN	14-Oct-99	718.8	7.22	64692	7940.07	100632	\$173,264.07
214 CARMONA REYES ELCO VINICIO	29-Nov-99	236.46	7.1	21281.4	7801.51	33104.4	\$62,187.31
216 RIVAS SANCHEZ VICENTA	30-Nov-99	219.32	7.09	19738.8	7798.49	30704.8	\$58,242.09
294 GALVAN TORRES NICOLAS	14-Jan-00	506.76	6.97	45608.4	7662.95	60811.2	\$114,082.55
326 ESCALANTE MOYA DEMETRIO ART	26-Jan-00	252.25	6.94	22702.5	7626.8	30270	\$60,599.30
354 MONTOYA ESTRADA CLAUDIA	14-Feb-00	1350	6.88	121500	7589.57	162000	\$291,069.57
564 GUZMAN TORRES SERGIO	17-Aug-00	201.27	6.38	18114.3	7012.32	24152.4	\$49,279.02
574 ORTEGA PINEDA ALEJANDRO	29-Aug-00	198.2	6.35	17838	6976.17	23784	\$48,598.17
589 CORDERO SAENZ JOSE GASPAR	26-Sep-00	461.68	6.27	41551.2	6891.83	55401.6	\$103,844.63
637 CORRAL MACIAS GUSTAVO	17-Jan-01	274.67	5.96	24720.3	6551.46	27467	\$58,738.76
5003 PEREZ MENDEZ TOMAS	22-Feb-01	295.49	5.86	28594.1	6443.02	29549	\$62,586.12
5004 VALENZUELA DUARTE DEISY VANESSA	22-Feb-01	162.51	5.86	14625.9	6443.02	16251	\$37,319.92
5012 VENEGAS RAMIREZ HECTOR ALFONSO	22-Feb-01	189.22	5.86	17029.8	6443.02	18922	\$42,394.82
5019 SILVA CHAVIRA MARIA GABRIELA	12-Mar-01	166.56	5.81	14990.4	6388.8	16656	\$38,035.20
5026 NAJERA BUSTILLOS MARICELA	12-Mar-01	175.65	5.81	15808.5	6388.8	17565	\$39,762.30
5028 REYNA QUINTANA JESUS ALONSO	12-Mar-01	135.42	5.81	12187.8	6388.8	13542	\$32,118.60
5035 CORREA BARRERA MARIA DEL CARMEN	02-Apr-01	179.44	5.75	16149.6	6325.55	17944	\$40,419.15
5050 ALCANTAR VILLARREAL FLORA	10-May-01	157.43	5.65	14168.7	6211.08	15743	\$36,122.78
5074 CUEVAS CHAVIRA JOSE ANDRES	11-Jun-01	228.75	5.56	20587.5	6114.69	22875	\$49,577.19
5094 HERNANDEZ PEREZ JOSE ANTONIO	30-Jul-01	311.57	5.43	28041.3	5967.1	31157	\$65,165.40
5102 MARQUEZ MEDINA MARCO ANTONIO	20-Aug-01	268.7	5.37	24183	5903.84	26870	\$56,956.84
5103 BUSTAMANTE RODRIGUEZ JUAN RAMON	20-Aug-01	367.19	5.37	33047.1	5903.84	36719	\$75,669.94
5109 AVITIA JIMENEZ JOSE ALFREDO	07-Sep-01	1450	5.32	130500	5849.62	145000	\$281,349.62
5110 RODRIGUEZ MONTES JESUS ALBERTO	19-Oct-01	283.2	5.21	25488	5723.11	28320	\$59,531.11
5117 ENRIQUEZ OCAMPO MIGUEL OSWALDO	07-Nov-01	1524.71	5.15	137224	5665.88	152471	\$295,360.78
5144 ALARCON HERNANDEZ ALEJANDRO	08-Dec-01	164.77	5.07	14829.3	5578.53	16477	\$36,884.83
5152 RODRIGUEZ HERNANDEZ FELIPE DE JESUS	24-Jan-02	199.24	4.94	17931.6	5430.93	15939.2	\$39,301.73
5155 GRADO REYES JESUS GERARDO	24-Jan-02	269.82	4.94	24283.8	5430.93	21585.6	\$51,300.33
5157 ALVARADO GONZALEZ RAMON GABRIEL	24-Jan-02	195.27	4.94	17574.3	5430.93	15621.6	\$38,626.83
5160 SOLIS ARREDONDO JAIME ERNESTO	31-Jan-02	696.41	4.92	62676.9	5409.85	55712.8	\$123,799.55
5181 LEYVA MARTINEZ MARIA DE LOS ANGELES	11-Feb-02	696.21	4.89	62658.9	5376.71	55696.8	\$123,732.41
5187 LOPEZ ARAGON NORMA LILIANA	18-Feb-02	446.68	4.87	40201.2	5355.63	35734.4	\$81,291.23
5195 HERNANDEZ RODRIGUEZ VICTOR HUGO	28-Feb-02	168.52	4.84	15166.8	5325.51	13481.6	\$33,973.91
5213 GUTIERREZ GONZALEZ EDGAR EDMITH	04-Apr-02	249.05	4.75	22414.5	5220.08	19924	\$47,558.58
5227 RANGEL PAZ JUAN CARLOS	25-Apr-02	180.04	4.69	16203.6	5156.83	14403.2	\$35,763.63
5231 REALYVAZQUEZ GURROLA JESUS ABEL	26-Apr-02	407.48	4.69	36673.2	5153.81	32598.4	\$74,425.41
5262 CARPIO AVITIA VICTOR HUGO	30-May-02	300.25	4.59	27022.5	5051.4	24020	\$56,093.90
5269 MEZA MENDOZA CARLOS FELIPE	05-Jun-02	291.02	4.58	26191.8	5033.33	23281.6	\$54,506.73
5276 CASTAÑON GUZMAN SANDRA LILIANA	13-Jun-02	133.17	4.56	11985.3	5009.23	10653.6	\$27,648.13
5291 PORTILLO GUTIERREZ ANDRES ABELARDO	01-Jul-02	419.32	4.51	37738.8	4955.01	33545.6	\$76,239.41
5296 MORENO CERVANTES ALFONSO	03-Jul-02	136.55	4.5	12289.5	4948.99	10924	\$28,162.49
5311 BANDA MERAZ CARLOS RAMON	01-Aug-02	183.27	4.42	16494.3	4861.63	14661.6	\$36,017.53
5324 PONCE DE LEON CORDOVA DANIEL HUMBERTO	22-Aug-02	180.97	4.36	16287.3	4798.38	14477.6	\$35,563.28
5334 NOVOA RAMOS MARIA DEL PILAR	09-Sep-02	162.62	4.32	14635.8	4744.16	13009.6	\$32,389.56
5341 PARRA NUÑEZ MARIA VERONICA	17-Sep-02	151.32	4.29	13618.8	4720.06	12105.6	\$30,444.46
5352 ESPARZA MORALES RICARDO	03-Oct-02	415.14	4.25	37362.6	4671.87	33211.2	\$75,245.67
5353 CONTRERAS JUAREZ JUAN MANUEL	09-Oct-02	297.72	4.23	26794.8	4653.79	23817.6	\$55,266.19
5366 MOLINA LOPEZ JANETH CATARIN	21-Oct-02	417.01	4.2	37530.9	4617.65	33360.8	\$75,509.35
5367 CARREON NATERA BLANCA OBDULIA	21-Oct-02	480.01	4.2	43200.9	4617.65	38400.8	\$86,219.35
5374 CASTRO GONZALEZ MARTHA ELENA	07-Nov-02	123.3	4.15	11097	4566.44	9864	\$25,527.44
5377 GANDARILLA AGUIRRE MAYRA MANUELA	12-Nov-02	136.8	4.14	12312	4551.38	10944	\$27,807.38
5379 ROSALES SOTO ISELA GUADALUPE	13-Nov-02	120.47	4.14	10842.3	4548.37	9637.6	\$25,028.27
5415 CARRASCO CHAVEZ SANDRA TERE	16-Jan-03	121.6	3.96	10944	4355.59	7296	\$22,595.59
5417 MARQUEZ TREVIZO ANGELINA	16-Jan-03	123.23	3.96	11090.7	4355.59	7393.8	\$22,840.09
5423 FLORES CHAVEZ FRANCISCO JAVIER	16-Jan-03	154.52	3.96	13906.8	4355.59	9271.2	\$27,533.59
5427 AMAYA TRUJILLO ERIKA CELSA	27-Jan-03	1075.29	3.93	96776.1	4322.46	64517.4	\$165,615.96
5428 MENDOZA AVITIA ANGELINA	17-Feb-03	125.21	3.87	11268.9	4259.2	7512.6	\$23,040.70
5435 RIVERA CHAVEZ CIRIACO ESTEBAN	21-Feb-03	673.6	3.86	60624	4247.15	40416	\$105,287.15
5440 HEREDIA MANRIQUE ARACELY	07-Apr-03	132.86	3.74	11957.4	4111.6	7971.6	\$24,040.60
5444 RODRIGUEZ ONTIVEROS GRACIELA	14-Apr-03	133.99	3.72	12059.1	4090.52	8039.4	\$24,189.02
5447 HERNANDEZ AMAYA ELIZABETH	14-Apr-03	135.11	3.72	12159.9	4090.52	8106.6	\$24,357.02
5449 PEREZ ORTIZ YOLANDA TERESA	14-Apr-03	135.66	3.72	12209.4	4090.52	8139.6	\$24,439.52
5452 VARGAS ARIZMENDIZ MARIA GUADALUPE	14-Apr-03	164.53	3.72	14807.7	4090.52	9871.8	\$28,770.02
5453 MARTINEZ BLANCO LUZ ELENA	14-Apr-03	135.11	3.72	12159.9	4090.52	8106.6	\$24,357.02
5454 CHALACA SANCHEZ MARIO	14-Apr-03	243.07	3.72	21876.3	4090.52	14584.2	\$40,551.02
5472 QUINTANA ARTALEJO GENARO	01-May-03	309.89	3.67	27890.1	4039.31	18593.4	\$50,522.81
5479 AGUILAR BALDERRAMA REYNALDO	19-May-03	205.8	3.62	18522	3985.09	12348	\$34,855.09
5480 ALVIDREZ CORRAL JESUS MANUEL	19-May-03	277.29	3.62	24956.1	3985.09	16637.4	\$45,578.59
5482 LICON ARREOLA HERNANDO	19-May-03	1205.68	3.62	108511	3985.09	72340.8	\$184,837.09
5483 CARRILLO JUAREZ FEDERICO ERNESTO	21-May-03	368.37	3.62	33153.3	3979.07	22102.2	\$59,234.57
5488 DIAZ RAMOS RAMIRO	28-May-03	522.94	3.6	47064.6	3957.98	31376.4	\$82,398.98
5489 ROJAS NORIEGA LUIS MARTIN	28-May-03	330.41	3.6	29736.9	3957.98	19824.6	\$53,519.48
5491 FLORES CHAVEZ JUAN MANUEL	09-Jun-03	132	3.57	11880	3921.84	7920	\$23,721.84
5495 GONZALEZ VALLES JUAN CARLOS	09-Jun-03	1132.99	3.57	101969	3921.84	67979.4	\$173,870.34

5496 RODRIGUEZ TREJO GUILLERMO ALBERTO	17-Jun-03	1132.99	3.55	101969	3897.74	67979.4	\$173,846.24
5497 DEL CAMPO CARREON JESUS SALVADOR	25-Jun-03	355.05	3.52	31954.5	3873.64	21303	\$57,131.14
5499 LAZCANO CHAIREZ EDUARDO ENRIQUE	14-Jul-03	421.39	3.47	37925.1	3816.41	25283.4	\$67,024.91
5502 SANCHEZ GINER ABEL	14-Jul-03	146.88	3.47	13219.2	3816.41	8812.8	\$25,848.41
5510 JUAREZ URIBE JUAN	11-Aug-03	121.6	3.39	10944	3732.07	7296	\$21,972.07
5512 TREVIZO BORUNDA BLANCA ELIZABET	16-Sep-03	363.04	3.3	32673.8	3623.63	21782.4	\$58,079.63
5514 VILLALOBOS CABALLERO JORGE FRANCISCO	29-Sep-03	370.51	3.26	33345.9	3584.48	22230.6	\$59,160.98
5524 SILVA TEJEDOR MARTHA CECILIA	20-Oct-03	160.55	3.2	14449.5	3521.22	9633	\$27,603.72
5539 BARCENAS LOREDO OMAR	10-Nov-03	978.82	3.15	88093.8	3457.96	58729.2	\$150,280.96
5547 SOTO PEREZ TERESITA DE JESUS	01-Dec-03	199.92	3.09	17992.8	3394.71	11995.2	\$33,382.71
5549 ZARATE HERNANDEZ MANUEL	07-Jan-04	116.83	2.99	10514.7	3283.26	4673.2	\$18,471.16
5553 VICTORIANO GUTIERREZ RICARDO	07-Jan-04	152.43	2.99	13718.7	3283.26	6097.2	\$23,099.16
5560 HERNANDEZ ORTEGA MARIA DEL SOCORRO	07-Jan-04	121.71	2.99	10953.9	3283.26	4868.4	\$19,105.56
5569 LEURA OLIVAS IVONNE JUDITH	14-Jan-04	116.83	2.97	10514.7	3262.17	4673.2	\$18,450.07
5571 OLIVAS FABELA PATRICIA	14-Jan-04	139.66	2.97	12569.4	3262.17	5586.4	\$21,417.97
5572 LARA GALVAN ELIZABETH	14-Jan-04	115.7	2.97	10413	3262.17	4628	\$18,303.17
5573 RIVAS HONG ALBINO	12-Jan-04	2043.1	2.97	183879	3268.2	81724	\$268,871.20
5574 GALVAN TORRES CECILIA	14-Jan-04	119.07	2.97	10716.3	3262.17	4762.8	\$18,741.27
5584 AGUILAR BALDERRAMA FELICIDAD	06-Feb-06	78.27	0.9	7044.3	846.6	0	\$7,890.90
5585 GARCIA MARTINEZ GRACIELA	22-Mar-04	116.83	2.78	10514.7	3057.35	4673.2	\$18,245.25
5587 ACOSTA AGUILAR DEMETRIO	21-Jan-04	145.98	2.95	13138.2	3241.09	5839.2	\$22,218.49
5595 IRACHETA ESPARZA JAVIER	02-Feb-04	464.57	2.92	41811.3	3204.94	18582.8	\$63,599.04
5608 CAZARES DOMINGUEZ ALEJANDRO	09-Feb-04	194.76	2.9	17528.4	3183.86	7790.4	\$28,502.66
5609 AMADOR MARTINEZ BERTHA VERONICA	10-Feb-04	125.94	2.89	11334.6	3180.85	5037.6	\$19,553.05
5617 MORENO AGUILAR ALMA SELENE	17-Feb-04	194.19	2.87	17477.1	3159.76	7767.6	\$28,404.46
5618 MELENDEZ VILLEGAS EMILIA	23-Feb-04	1400	2.86	126000	3141.69	56000	\$185,141.69
5620 ACEVES BATRES ALFREDO	22-Mar-04	393.14	2.78	35382.6	3057.35	15725.6	\$54,165.55
5624 ANAYA DIAZ GABRIELA	29-Mar-04	305.14	2.76	27462.6	3036.26	12205.6	\$42,704.46
5628 CALDERA MARTINEZ JESUS MANUEL	31-Mar-04	146.03	2.76	13142.7	3030.24	5841.2	\$22,014.14
5629 GUTIERREZ GONZALEZ EVANGELINA	01-Apr-04	111.72	2.75	10054.8	3027.23	4468.8	\$17,550.83
5630 VALDEZ LOPEZ SERGIO	19-Apr-04	1300	2.7	117000	2973.01	52000	\$171,973.01
5643 DE LA CRUZ ESTRADA NORMA IR	19-Jul-04	100.86	2.45	9077.4	2898.9	4034.4	\$15,810.70
5655 FLORES GARCIA IBZAN BETUEL	25-Aug-04	298.27	2.35	26844.3	2587.45	11930.8	\$41,362.55
5656 SARMIENTO ALVAREZ J IGNACIO	01-Sep-04	341.7	2.33	30753	2566.36	13668	\$46,987.36
5660 MORENO GUZMAN JORGE ARTURO	27-Sep-04	352.17	2.26	31695.3	2488.05	14086.8	\$48,270.15
5674 CARDONA DE LA CRUZ MARCOS ADRIAN	08-Nov-04	89.66	2.15	8069.4	2311.02	3586.4	\$13,966.82
5700 GALLEGOS CASTELLANOS MANUEL PABLO	25-Jan-05	89.66	1.93	8069.4	2081.09	1793.2	\$11,943.69
5704 FLORES BALDERRAMA RITA MAYTE	31-Jan-05	89.66	1.92	8069.4	2063.41	1793.2	\$11,926.01
5710 ANAYA BENCOMO ANTONIA	07-Feb-05	89.66	1.9	8069.4	2042.77	1793.2	\$11,905.37
5735 LOPEZ TORRES VICTOR MANUEL	04-Apr-05	89.66	1.75	8069.4	1877.7	1793.2	\$11,740.30
5750 LOYA GUADERRAMA JOSE RAMON	18-Apr-05	981.29	1.71	88316.1	1876.58	19625.8	\$109,818.48
5752 DURAN PAYAN BRENDA BERENICE	19-Sep-05	557.17	1.28	50145.3	1412.71	11143.4	\$62,701.41
5754 MENDOZA GABALDON LILIA GABRIELA	23-May-05	213.48	1.61	19213.2	1771.15	4269.6	\$25,253.95
5769 GARCIA NUÑEZ MARTIN ALEJANDRO	09-Jun-05	90.05	1.56	8104.5	1690.47	1801	\$11,595.97
5777 NEVAREZ RAMIREZ JOSE GUADALUPE	20-Jun-05	85.39	1.53	7685.1	1572.11	1707.8	\$10,965.01
5784 COTA JAQUEZ MIRIAM IVETTE	11-Jul-05	85.39	1.48	7685.1	1513.16	1707.8	\$10,906.08
5788 SOSA REZA JOSE CONCEPCION	18-Jul-05	283.32	1.46	25498.8	1602.47	5666.4	\$32,767.67
5791 FERNANDEZ TINAJERO LAURA REBECA	25-Jul-05	414.58	1.44	37312.2	1581.39	8291.6	\$47,185.19
5801 ALARCON ALEMAN BRENDA VIRIDIANA	03-Aug-05	85.39	1.41	7685.1	1448.59	1707.8	\$10,841.49
5802 LARA GALVAN LUCERO	03-Aug-05	85.76	1.41	7718.4	1454.87	1715.2	\$10,888.47
5809 CHAVEZ PARRA OSCAR	16-Aug-05	251.72	1.38	22654.8	1515.12	5034.4	\$29,204.32
5810 FIERRO PALMA BRENDA JUDITH	16-Aug-05	145.49	1.38	13094.1	1515.12	2909.8	\$17,519.02
5812 BARRON MANCERA CRUZ EDUARDO	17-Aug-05	97.57	1.38	8781.3	1512.11	1951.4	\$12,244.81
5814 ALVAREZ OTERO GUADALUPE	23-Aug-05	78.45	1.36	7060.5	1279.27	1569	\$9,908.77
5818 AVILA RAMOS FERNANDO LORENZO	29-Aug-05	87	1.34	7830	1401.53	1740	\$10,971.53
5826 HERNANDEZ HECTOR FERNANDO	06-Sep-05	234.02	1.32	21061.8	1451.86	4680.4	\$27,194.06
5827 LAMAS LEYVA MARISOL	07-Sep-05	85.75	1.32	7717.5	1356.02	1715	\$10,788.52
5835 BARRAZA SALAS ANA KAREN	15-Sep-05	85.39	1.3	7685.1	1327.87	1707.8	\$10,720.77
5836 REYNA MARTINEZ BEATRIZ ESMERALDA	15-Sep-05	89.12	1.3	8020.8	1385.88	1782.4	\$11,189.08
5840 MARTINEZ LARIOS ALBERTO	14-Sep-05	78.45	1.3	7060.5	1222.53	1569	\$9,852.03
5843 GARCIA HERNANDEZ ROSA MARIA	20-Sep-05	85.39	1.28	7685.1	1313.84	1707.8	\$10,706.74
5844 SALAZAR MARQUEZ JUDITH ANGELICA	26-Sep-05	85.39	1.27	7685.1	1296.99	1707.8	\$10,689.89
5846 GUTIERREZ ZACARIAS GUADALUPE	28-Sep-05	85.39	1.26	7685.1	1291.38	1707.8	\$10,684.28
5847 PALMA GUERRA ROSA MARIA	29-Sep-05	94.23	1.26	8480.7	1382.58	1884.6	\$11,747.88
5854 BLANCARTE PONCE DE LEON CARLOS ENRIQUE	10-Oct-05	85.39	1.23	7685.1	1257.69	1707.8	\$10,650.59
5858 BOTELLO MARTINEZ JAIME ARTURO	12-Jun-06	84.52	0.56	7606.8	564.08	0	\$8,170.88
5860 GUTIERREZ PIZARRO LUIS CARLOS	10-Oct-05	165.47	1.23	14892.3	1349.45	3309.4	\$19,551.15
5861 DOMINGUEZ DURAN ERICK	20-Oct-05	337.69	1.2	30392.1	1319.33	6753.8	\$38,465.23
5862 TOVAR BAEZA GUADALUPE ALEJANDRA	28-Oct-05	78.79	1.18	7091.1	1113.85	1575.8	\$9,780.75
5866 CRUZ GARCIA MARIA LOURDES	25-Oct-05	85.39	1.19	7685.1	1215.58	1707.8	\$10,608.48
5867 VAZQUEZ ALDERETE MARTHA ALICIA	26-Oct-05	87.89	1.18	7910.1	1248.28	1757.8	\$10,916.18
5870 GUTIERREZ SAPIEN JORGE ALBERTO	09-Nov-05	1400	1.15	126000	1259.08	28000	\$155,259.08
5872 CORNEJO NOVOA ANNIA JOSELIN	07-Nov-05	85.19	1.15	7667.1	1176.32	1703.8	\$10,547.22
5873 OLIVAS DE LA CRUZ CLAUDIA CRISTINA	07-Nov-05	89.33	1.15	8039.7	1233.49	1786.6	\$11,059.79
5875 OVALLE MUÑOZ ALFREDO	09-Nov-05	85.19	1.15	7667.1	1170.72	1703.8	\$10,541.62
5876 RODRIGUEZ LIMAS FRANCISCO JAVIER	07-Nov-05	721.07	1.15	64896.3	1265.11	14421.4	\$80,582.81
5878 GUERRERO PACHECO GLORIA IVONNE	21-Nov-05	966.61	1.11	86994.9	1222.94	19332.2	\$107,550.04
5879 CERVANTES ALCANTAR CARLOS ALBERTO	14-Nov-05	88.03	1.13	7922.7	1195.28	1760.6	\$10,878.58
5885 ROSALES ALVAREZ MARTHA GUADALUPE	14-Nov-05	95.07	1.13	8556.3	1244.02	1901.4	\$11,701.72
5886 ROBLEDO DIAZ ALDO ALEJANDRO	14-Nov-05	86.25	1.13	7762.5	1171.11	1725	\$10,658.61

5897 GARCIA PORTILLO JOSEFINA BELEM	21-Nov-05	85.19	1.11	7667.1	1137.11	1703.8	\$10,508.01		
5901 RODRIGUEZ GALAN GUADALUPE LILIANA	28-Nov-05	85.19	1.09	7667.1	1117.51	1703.8	\$10,488.41		
5902 LOERA MOLINA DORA LINA	28-Nov-05	85.19	1.09	7667.1	1117.51	1703.8	\$10,488.41		
5903 SILVA AGUIRRE MARISELA	28-Nov-05	86.17	1.09	7755.3	1130.36	1723.4	\$10,609.06		
5911 RODRIGUEZ ELIZALDE GENARO RAUL	28-Nov-05	336.86	1.09	30317.4	1201.85	6737.2	\$38,256.45		
5912 MARQUEZ RODRIGUEZ KARLA AZUCENA	28-Nov-05	85.19	1.09	7667.1	1117.51	1703.8	\$10,488.41		
5913 CARRASCO ROSALES CARLOS OMAR	28-Nov-05	85.19	1.09	7667.1	1117.51	1703.8	\$10,488.41		
5915 CAMPOS MIRANDA JOSE LUIS	29-Nov-05	85.19	1.09	7667.1	1114.71	1703.8	\$10,485.61	\$912,457.79	2005
5917 SALDIVAR ALVARADO JUDITH AN	03-Jan-06	85.19	0.99	7667.1	1016.68	0	\$8,683.78		
5918 VALERIO RODRIGUEZ BASILIA	03-Jan-06	85.19	0.99	7667.1	1016.68	0	\$8,683.78		
5934 RIVERA OCON MANUEL ABRAHAM	26-Jun-06	63.89	0.52	5750.1	396.99	0	\$6,147.09		
5935 MARTINEZ BLANCO AURELIA	03-Jan-06	85.19	0.99	7667.1	1016.68	0	\$8,683.78		
5940 CARAVEO MURILLO MARIA ROSA	09-Jan-06	97.05	0.98	8734.5	1075.34	0	\$9,809.84		
5944 RODRIGUEZ LOPEZ RODOLFO ALBERTO	16-Jan-06	149.93	0.96	13493.7	1054.26	0	\$14,547.96		
5946 ALARCON CHAVEZ CLAUDIA JANETH	16-Jan-06	85.19	0.96	7667.1	980.27	0	\$8,647.37		
5948 MARTINEZ ALVARADO LINO CRUZ	23-Jan-06	298.18	0.94	26836.2	1033.17	0	\$27,869.37		
5951 FRIAS ORTIZ HECTOR ALEJANDRO	30-Jan-06	122.72	0.92	11044.8	1012.09	0	\$12,056.89		
5956 MORENO IBARRA PILAR	06-Feb-06	78.27	0.9	7044.3	846.6	0	\$7,890.90		
5957 QUINTANA NUÑEZ MARIA DEL CARMEN	06-Feb-06	78.27	0.9	7044.3	846.6	0	\$7,890.90		
5958 TORRES REGALADO BERTHA ALICIA	06-Feb-06	82.54	0.9	7428.6	892.79	0	\$8,321.39		
5959 SOTO MORALES LUZ EUGENIA	06-Feb-06	78.27	0.9	7044.3	846.6	0	\$7,890.90		
5966 OLIVAS NUÑEZ JORGE ARMANDO	07-Feb-06	95.02	0.9	8551.8	987.99	0	\$9,539.79		
5967 VELADOR CARDONA ANA GUADALUPE	07-Feb-06	63.89	0.9	5750.1	688.96	0	\$6,439.06		
5968 MARTINEZ RODELA MARIA ELEAZAR	07-Feb-06	74.55	0.9	6709.5	803.91	0	\$7,513.41		
5969 CARVEO FRIAS EMMA	07-Feb-06	92.06	0.9	8285.4	987.99	0	\$9,273.39		
5971 VALLES GONZALEZ GLORIA ELIA	07-Feb-06	78.27	0.9	7044.3	844.03	0	\$7,888.33		
5975 ACOSTA AGUILAR GUADALUPE BERENICE	13-Feb-06	74.55	0.88	6709.5	789.21	0	\$7,498.71		
5976 DELGADO CEBALLOS JUAN	13-Feb-06	326.85	0.88	29416.5	969.92	0	\$30,386.42		
5977 GONZALEZ HERNANDEZ RAUL ALEJANDRO	13-Feb-06	74.55	0.88	6709.5	789.21	0	\$7,498.71		
5979 GARCIA MARTINEZ NORMA ALICIA	15-Feb-06	78.27	0.88	7044.3	823.44	0	\$7,867.74		
5980 GONZALEZ CARRETE OSCAR EMILIO	27-Feb-06	344.35	0.84	30991.5	927.75	0	\$31,919.25		
5986 RAMIREZ HERRERA NORMA PATRICIA	13-Mar-06	74.55	0.81	6709.5	720.58	0	\$7,430.08		
5988 ROSAS HOLGUIN MARISOL	20-Mar-06	74.55	0.79	6709.5	703.43	0	\$7,412.93		
5992 PONCE DE LEON CORDOVA REGINALDO	27-Mar-06	135.74	0.77	12216.6	843.41	0	\$13,060.01		
5994 GOMEZ VALLES ELIA REBECA	03-Apr-06	74.55	0.75	6709.5	669.11	0	\$7,378.61		
5995 RASCON NUÑEZ JORGE ALAN	14-Sep-06	74.54	0.3	6708.6	267.12	0	\$6,975.72		
5997 GOMEZ LEGARDA LUZ ANGELICA	06-Apr-06	74.55	0.74	6709.5	661.76	0	\$7,371.26		
5999 RODRIGUEZ CARRILLO GRACIELA	03-Apr-06	74.55	0.75	6709.5	669.11	0	\$7,378.61		
6000 MOLINA TORREBLANCA YUNUEN	03-Apr-06	272.48	0.75	24523.2	822.32	0	\$25,345.52		
6005 PAZ TREVIÑO DANIEL RAYMUNDO	10-Apr-06	74.55	0.73	6709.5	651.96	0	\$7,361.46		
6013 VILLARREAL CISNEROS JESUS MANUEL	19-Apr-06	77.75	0.7	6997.5	656.93	0	\$7,654.43		
6016 MUÑOZ SUAREZ ERNESTO ALONSO	20-Apr-06	289.44	0.7	28049.6	771.11	0	\$26,820.71		
6018 IBARRA TALAMANTES RAUL HECTOR	24-Apr-06	303.5	0.69	27315	759.07	0	\$28,074.07		
6021 OLIVAS SILVA MARIA CLARA	24-Apr-06	74.55	0.69	6709.5	617.64	0	\$7,327.14		
6023 VALLEJO CASAS ERICK	25-Apr-06	74.55	0.69	6709.5	615.19	0	\$7,324.69		
6025 RAMIREZ RAMIREZ GABRIELA	26-Apr-06	111.67	0.68	10050.3	753.04	0	\$10,803.34		
6026 ALMEIDA RIOS LUIS ARMANDO	02-May-06	75.64	0.67	6807.6	606.78	0	\$7,414.38		
6027 VEGA CHAVEZ OSCAR ANTONIO	02-May-06	74.82	0.67	6733.8	600.2	0	\$7,334.00		
6033 SALINAS TARANGO CARLOS ALBERTO	08-May-06	63.89	0.65	5750.1	499.92	0	\$6,250.02		
6035 RUELAS IBARRA MIGUEL ALBERTO	09-May-06	74.55	0.65	6709.5	580.88	0	\$7,290.38		
6036 RUELAS IBARRA MANUEL ALFONSO	10-May-06	74.55	0.65	6709.5	578.43	0	\$7,287.93		
6037 LOPEZ ALCALA XOCHITL BELEM	15-May-06	74.55	0.63	6709.5	566.17	0	\$7,275.67		
6040 ORDAZ SEÑEZ LUZ ANGELICA	15-May-06	85.19	0.63	7667.1	646.98	0	\$8,314.08		
6044 LARREA LARREA ZENAIDA	15-May-06	74.55	0.63	6709.5	566.17	0	\$7,275.67		
6045 DOMINGUEZ DURAN MANUELA ARACELY	15-May-06	76.43	0.63	6878.7	580.45	0	\$7,459.15		
6055 RIVERA RIVERA YESENIA	29-May-06	74.82	0.59	6733.8	533.78	0	\$7,267.58		
6056 RODRIGUEZ LIMAS MARIA DEL CARMEN	29-May-06	74.55	0.59	6709.5	531.86	0	\$7,241.36		
6057 RIVERA RIVERA OMILVA	29-May-06	74.82	0.59	6733.8	533.78	0	\$7,267.58		
6059 IBAVEN GUTIERREZ AARON MANUEL	29-May-06	63.89	0.59	5750.1	455.81	0	\$6,205.91		
6063 NUÑEZ GOMEZ GUADALUPE	29-May-06	74.55	0.59	6709.5	531.86	0	\$7,241.36	\$50,634.80	May-06
6064 MARTINEZ DURAN RICARDO	02-Jun-06	322.74	0.58	29046.8	641.59	0	\$29,688.19		
6066 AVILA SALAS SANTOS ALBERTO	01-Jun-06	65.53	0.59	5897.7	461.04	0	\$6,358.74		
6070 MORALES MONGOY CESAR ABELARDO	05-Jun-06	68.74	0.58	6186.6	474.59	0	\$6,661.19		
6071 MOYA ALVAREZ GUADALUPE	05-Jun-06	164.95	0.58	14845.5	632.55	0	\$15,478.05		
6075 MUÑOZ REYES RAMON	07-Jun-06	254.58	0.57	22912.2	626.53	0	\$23,538.73		
6078 MARTINEZ NIETO ERIK FRANCISCO	12-Jun-06	74.55	0.56	6709.5	497.54	0	\$7,207.04		
6080 HERNANDEZ GONZALEZ GRACIELA	12-Jun-06	85.19	0.56	7667.1	568.56	0	\$8,235.66		
6081 HERNANDEZ GARCIA NORA IBEHT	13-Jun-06	74.55	0.55	6709.5	495.09	0	\$7,204.59		
6084 RAMIREZ MONTOYA PASCUAL	13-Jun-06	342.61	0.55	30834.9	808.46	0	\$31,443.36		
6086 SANCHEZ SANCHEZ ANA	14-Jun-06	85.19	0.55	7667.1	562.95	0	\$8,230.05		
6087 FIERRO PALMA SERGIO IVAN	19-Jun-06	65.23	0.54	5870.7	420.33	0	\$6,291.03		
6090 FLORES VALENZUELA BEATRIZ	22-Jun-06	63.89	0.53	5750.1	405.4	0	\$6,155.50		
6092 PEREYRA RODRIGUEZ JESSICA	22-Jun-06	63.89	0.53	5750.1	405.4	0	\$6,155.50		
6095 MOYA ALVAREZ JORGE VALENTIN	22-Jun-06	88.27	0.53	7944.3	560.09	0	\$8,504.39		
6097 HEREDIA ZAVALA DIANA ANGELICA	22-Jun-06	63.89	0.53	5750.1	405.4	0	\$6,155.50		
6098 AVILA SALAS JESUS RUBEN	26-Jun-06	65.56	0.52	5900.4	407.37	0	\$6,307.77		
6099 GONZALEZ CARRETE JAVIER	26-Jun-06	341.31	0.52	30717.9	569.3	0	\$31,287.20		
6102 RODRIGUEZ RODRIGUEZ NANCY	26-Jun-06	63.89	0.52	5750.1	396.99	0	\$6,147.09		
6104 SOSA SOTO OSWALDO	26-Jun-06	63.89	0.52	5750.1	396.99	0	\$6,147.09		
6105 SOSA ANZURES OSWALDO	26-Jun-06	63.89	0.52	5750.1	396.99	0	\$6,147.09		

6106 RAMIREZ MONREAL MARIA LUISA	26-Jun-06	66.97	0.52	6027.3	416.13	0	\$6,443.43		
6107 COBOS CHAVIRA ESLI	28-Jun-06	193.3	0.51	17397	563.27	0	\$17,960.27	\$24,088.55	Jun-06
6108 LOYA GONZALEZ IRVING ULISES	05-Jul-06	307.87	0.49	27708.3	542.19	0	\$28,250.49		
6109 VALLES GONZALEZ YULIANA	10-Jul-06	63.89	0.48	5750.1	367.59	0	\$6,117.69		
6110 GUTIERREZ SALINAS JORGE RAFAEL	10-Jul-06	987.7	0.48	88893	527.13	0	\$89,420.13		
6119 FERNANDEZ NEVAREZ JAVIER	24-Jul-06	434.34	0.44	39090.6	484.96	0	\$39,575.56		
6121 CONTRERAS MARTINEZ SINAI	26-Jul-06	63.89	0.44	5750.1	333.98	0	\$6,084.08		
6122 RUIZ CARRILLO EDNA LORENA	31-Jul-06	63.89	0.42	5750.1	323.48	0	\$6,073.58		
7001 LIMONES MONREAL ELVIA	21-Jul-06	63.89	0.45	5750.1	344.48	0	\$6,094.58		
7013 MIRANDA MACIAS MIGUEL ANGEL	21-Jul-06	63.89	0.45	5750.1	344.48	0	\$6,094.58		
7017 PALMA ESPINO CATALINA	21-Jul-06	63.89	0.45	5750.1	344.48	0	\$6,094.58		
7030 TORRES HERNANDEZ LAURA SARAHÍ	21-Jul-06	63.89	0.45	5750.1	344.48	0	\$6,094.58		
7031 COSS VILLA FABIAN RICARDO	21-Jul-06	66.57	0.45	5991.3	358.93	0	\$6,350.23		
7036 COVARRUBIAS AGUIRRE EVERARDO	21-Jul-06	63.89	0.45	5750.1	344.48	0	\$6,094.58		
7038 PEREYRA RODRIGUEZ EMI LORENA	21-Jul-06	66.32	0.45	5968.8	357.58	0	\$6,326.38		
7047 MENDEZ PEREZ ARTURO SANTIAGO	21-Jul-06	63.89	0.45	5750.1	344.48	0	\$6,094.58		
7048 FARIAS VELAZQUEZ JUAN DE DIOS	21-Jul-06	159.74	0.45	14376.6	493.99	0	\$14,870.59		
7050 PACHECO HOLGUIN JOSE RODOLFO	24-Jul-06	63.89	0.44	5750.1	338.18	0	\$6,088.28	\$22,964.91	Jul-06
6127 ORTIZ HIDALGO JOSE ANTONIO	07-Aug-06	473.16	0.4	42584.4	442.79	0	\$43,027.19		
6130 PEREZ CHAVEZ LUIS ADAN	14-Aug-06	63.89	0.38	5750.1	294.07	0	\$6,044.17		
6132 RUVALCABA CORDOVA GUILLERMO ARMANDO	17-Aug-06	212.99	0.38	19169.1	412.67	0	\$19,581.77		
6133 GONZALEZ FLORES ALVARO VALENTIN	21-Aug-06	63.89	0.36	5750.1	279.37	0	\$6,029.47		
6135 TINAJERO CASTRO JUAN MANUEL	21-Aug-06	63.89	0.36	5750.1	279.37	0	\$6,029.47		
6138 DELGADO ROJERO JAQUELINE	21-Aug-06	63.89	0.36	5750.1	279.37	0	\$6,029.47		
6140 NUÑEZ CANO ADRIAN ALBERTO	21-Aug-06	63.89	0.36	5750.1	279.37	0	\$6,029.47		
6141 RAMIREZ GARCIA CLAUDIA IVETH	22-Aug-06	63.89	0.36	5750.1	277.27	0	\$6,027.37		
6142 TORRES RAMOS PAUL ANTONIO	22-Aug-06	63.89	0.36	5750.1	277.27	0	\$6,027.37		
6144 GARCIA RUIZ OSCAR ALBERTO	22-Aug-06	63.89	0.36	5750.1	277.27	0	\$6,027.37		
6145 CARLOS MUÑOZ SAUL	22-Aug-06	63.89	0.36	5750.1	277.27	0	\$6,027.37		
6146 ACOSTA LOERA NORMA	23-Aug-06	63.89	0.36	5750.1	275.16	0	\$6,025.26		
6149 VAZQUEZ RAMOS JUAN MANUEL	23-Aug-06	63.89	0.36	5750.1	275.16	0	\$6,025.26		
6150 HERNANDEZ SILVA MARIA DEL ROSARIO	23-Aug-06	63.89	0.36	5750.1	275.16	0	\$6,025.26		
6151 MEDRANO RUIZ LUZ MARIA	24-Aug-06	106.49	0.36	9584.1	391.58	0	\$9,975.68		
6152 INIESTRA RODRIGUEZ JUAN MANUEL	28-Aug-06	319.48	0.35	28753.2	379.53	0	\$29,132.73		
6153 DIAZ LEO MARTINA PATRICIA	28-Aug-06	63.89	0.35	5750.1	264.66	0	\$6,014.76		
6156 MIRELES ARAGON ALFREDO	28-Aug-06	63.89	0.35	5750.1	264.66	0	\$6,014.76		
6157 AGUIRRE OGAZ LORENA	28-Aug-06	63.89	0.35	5750.1	264.66	0	\$6,014.76		
6158 TAPIA FRIAS IRMA	29-Aug-06	63.89	0.34	5750.1	262.56	0	\$6,012.66		
6159 CASTELO SANCHEZ MANUEL ALBERTO	29-Aug-06	63.89	0.34	5750.1	262.56	0	\$6,012.66		
7051 LOPEZ RUIZ BELEM	03-Aug-06	63.89	0.41	5750.1	317.17	0	\$6,067.27	\$3,002.88	Aug-06
6163 FIERRO CERVANTES DENISSE BERENICE	04-Sep-06	63.89	0.33	5750.1	249.96	0	\$6,000.06		
6165 MUÑOZ ARMENDARIZ NORMA LETICIA	04-Sep-06	63.89	0.33	5750.1	249.96	0	\$6,000.06		
6166 GOMEZ MADRIGAL MONICA IVONNE	04-Sep-06	63.89	0.33	5750.1	249.96	0	\$6,000.06		
6168 GARCIA RODRIGUEZ MARIA GUADALUPE	04-Sep-06	63.89	0.33	5750.1	249.96	0	\$6,000.06		
6169 ENRIQUEZ PORTILLO ERNESTO	04-Sep-06	63.89	0.33	5750.1	249.96	0	\$6,000.06		
6170 SAENZ MONTES DANIEL	04-Sep-06	63.89	0.33	5750.1	249.96	0	\$6,000.06		
6171 CARRILLO GARCIA ARMANDO	11-Sep-06	63.89	0.31	5750.1	235.26	0	\$5,985.36		
6173 RAMOS GONZALEZ JUAN DE DIOS	05-Sep-06	63.89	0.32	5750.1	247.86	0	\$5,997.96		
6174 DIAZ AGUIRRE RODRIGO ALBERTO	05-Sep-06	63.89	0.32	5750.1	247.86	0	\$5,997.96		
6175 PORTILLO BONILLA JOSE ELIAS	05-Sep-06	63.89	0.32	5750.1	247.86	0	\$5,997.96		
6176 ESPINOZA RUBIO SERGIO	11-Sep-06	63.89	0.31	5750.1	235.26	0	\$5,985.36		
6178 CHACON MORALES CAROLINA	11-Sep-06	63.89	0.31	5750.1	235.26	0	\$5,985.36	\$6,724.33	Sep-06
							\$11,090,714.58 Pesos		
							\$1,036,515.38 USD		
June - Sept Total							\$49,334.24		

EXHIBIT A

Bill of Sale

1. Sale and Transfer of Assets and Contract Rights. For good and valuable consideration, the receipt, adequacy and legal sufficiency of which are hereby acknowledged, and as contemplated by Section 2.1 of that certain Asset Purchase Agreement dated as of November 8, 2006 ("**Purchase Agreement**"), to which CENTURY MOLD MEXICO, LLC, a New York limited liability company (the "**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, the "**Seller**"), are parties, Seller hereby sells, transfers, assigns, conveys, grants and delivers to Purchaser, effective as of 11:59 p.m. (New York time) on November 30, 2006 (the "**Effective Time**"), all of Seller's right, title and interest in and to all of the assets ("**Assets**") and contract rights ("**Rights**") described on Schedule A hereto (collectively, the Assets and the Rights being referred to as the "**Transferred Items**").

2. Further Actions. Seller covenants and agrees to warrant and defend the sale, transfer, assignment, conveyance, grant and delivery of the Transferred Items hereby made against all persons whomsoever, to take all steps reasonably necessary to establish the record of Purchaser's title to the Transferred Items and, at the request of Purchaser, to execute and deliver further instruments of transfer and assignment and take such other action as Purchaser may reasonably request to more effectively transfer and assign to and vest in Purchaser each of the Transferred Items, all at the sole cost and expense of Seller. Within the referred additional actions, Seller and/or its Affiliates, as the case may be, shall effect the customs transfer of the Purchased Assets imported by Seller and/or its Affiliates into México on a temporary basis in full compliance with procedures provided for in the Mexican Customs Law, the regulations thereto, the Foreign Trade General Rules and any other applicable legislation, for making transfer, between Maquila companies, with the purpose of ensuring that the transfer of temporarily imported assets shall benefit from the payment of Mexican import duties, value added tax or any other applicable duties, taxes, fees or charges, as applicable. To this end, Seller and/or its Affiliates shall carry out the customs transfer and physical and legal delivery to Purchaser of the Purchased Assets temporarily imported under their Maquila Program, in compliance with the applicable Mexican legal provisions and shall provide (at the expense of Purchaser) full cooperation as may be reasonably requested from time to time by Purchaser. Seller and its Affiliates agree to secure, process and maintain all required customs documentation covering any Purchased Assets imported under their Maquila Program, and to provide Purchaser with all necessary documents to accomplish such customs transfers (as required to be secured, processed, and maintained as per Mexican law). In this scenario, Seller and its Affiliates shall be jointly responsible for the payment of all import duties, taxes, interest, surcharges and fines, if applicable, and any other assessments which may apply to the Purchased Assets prior to the Closing Date. In order to carry out the customs transfers of the Purchased Assets, Seller and Purchaser shall utilize Sellers' customs broker (provided all cost thereunder shall be borne by Purchaser). For the avoidance of doubt, Purchaser's agreement to pay various costs and expenses in this Section 2 includes only costs and expenses associated with transfers but not amounts related to prior operation of the Business by the Seller.

3. Power of Attorney. Without limiting Section 2 hereof, Seller on its own behalf and on behalf of its Affiliates hereby constitutes and appoints Purchaser and any of its agents and legal representatives the true and lawful agent and attorney in fact of Seller, with full power of substitution and resubstitution, in whole or in part, in the name and stead of Seller but on behalf and for the benefit of Purchaser and its successors and assigns, from time to time:

(a) to demand, receive and collect any and all of the Transferred Items and to give receipts and releases for and with respect to the same, or any part thereof;

(b) to institute and prosecute, in the name of Seller or otherwise, any and all proceedings at law, in equity or otherwise, that Purchaser or its successors and assigns may deem proper in order to collect or reduce to possession any of the Transferred Items and in order to collect or enforce any claim or right of any kind hereby assigned or transferred, or intended so to be;

(c) to do all things legally permissible, required or reasonably deemed by Purchaser to be required to recover and collect the Transferred Items and to use Seller's name in such manner as Purchaser may reasonably deem necessary for the collection and recovery of same; and

(d) to effect the customs transfer of the Purchased Assets imported by Seller and/or its Affiliates into México on a temporary basis as per section 2 below, or to change the customs regime of such Purchased Assets to a definitive importation regime previous to the transfer of title over the same to Purchaser,

Seller hereby declaring that the foregoing powers are coupled with an interest and are and shall be irrevocable by Seller. Seller also agrees to cause its Mexican Affiliates to grant, at the expense of Purchaser, before a Notary Public the referred powers of attorney in favor of Purchaser's designees in Mexico.

4. Terms of the Purchase Agreement. The terms of the Purchase Agreement, including but not limited to Seller's representations, warranties, covenants, agreements and indemnities relating to the Transferred Items, are incorporated herein by this reference. Seller and its Affiliates acknowledge and agree that the representations, warranties, covenants, agreements and indemnities contained in the Purchase Agreement shall not be superseded hereby but shall remain in full force and effect to the full extent provided therein. In the event of any conflict or inconsistency between the terms of the Purchase Agreement and the terms hereof, the terms of the Purchase Agreement shall govern.

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

6. Jurisdiction; Service of Process. Any judicial proceeding brought against any of the parties to this Bill of Sale on any dispute arising out of this Bill of Sale or any matter related hereto may be brought in the Bankruptcy Court, and, by execution and delivery of this Bill of Sale, each of the parties to this Bill of Sale accepts the exclusive jurisdiction of such courts, and

irrevocably agrees to be bound by any judgment rendered thereby in connection with this Bill of Sale. 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 in the Purchase Agreement 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 6.

7. Successors; Assigns. This Bill of Sale shall be binding upon and shall inure to the benefit of each of the parties hereto and its respective heirs, executors, administrators, successors and assigns. In particular and without limitation, Purchaser may assign all of its rights and obligations under this Agreement to an Affiliate of Purchaser, and upon such assignment if made on or prior to November 30, 2006 shall be relieved of its obligations hereunder.

IN WITNESS WHEREOF, Seller has executed this Bill of Sale as of November 30, 2006.

CREATIVE ENGINEERED POLYMER
PRODUCTS, LLC

By: _____
Name:
Title:

[Add Affiliate Signature if Required]

Schedule A

Capitalized terms used in this Schedule A shall be given the same meanings as ascribed to them in the Purchase Agreement. For ease of reference, the definitions of “Business”, “Premises”, “Supporting Premises” and “Retained Assets” are provided below.

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, including without limitation:

(a) all fixed and tangible personal property related to the Business, including all machinery, equipment, 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 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, saleable 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; and

(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.

For purposes of this Schedule A:

“**Business**” shall mean the Seller’s business of manufacturing and selling of plastic and rubber automotive and non-automotive parts at its plant located in Chihuahua, Mexico (“**Premises**”) with supporting operations at 31557 Industrial Road, Suite 100, Livonia, Michigan 48150 (“**Supporting Premises**”), such business being limited to that carried on or related to the business carried on at such locations.

“**Retained Assets**” shall mean all assets or property of any kind not used by Seller in connection with the Business (with capitalized terms used in this definition being given the same meanings as ascribed to them in the Purchase Agreement), including:

(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 Closing;

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

(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.

EXHIBIT B

[Escrow Agreement Attached]

SOLICITORS, 88286, 00001, 101565173.1

ESCROW AGREEMENT

THIS ESCROW AGREEMENT (this "Agreement") is made effective as of November 8, 2006, among Century Mold Mexico, LLC, a New York limited liability company ("Purchaser"), 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. (jointly and severally, "Seller"), and Baker & Hostetler LLP, not individually but solely as the escrow agent in accordance with the terms and provisions of this Agreement (the "Escrow Agent").

RECITALS:

A. Purchaser and Seller have entered into an Asset Purchase Agreement, of even date herewith (the "Purchase Agreement"). Capitalized terms that are not defined in this Agreement have the meanings given to such terms in the Purchase Agreement.

B. Among other things, the Purchase Agreement requires the parties to enter into this Agreement and that Purchaser deposit \$125,000 into escrow as security to Seller that Purchaser shall fulfill its obligations under the Purchase Agreement.

C. Seller and Purchaser desire that the Escrow Agent hold and dispose of the escrow established hereby and the Escrow Agent is willing to do so, all on the terms and subject to the conditions set forth herein.

NOW, THEREFORE, in consideration of the recitals and for other good and valuable consideration, the receipt and adequacy of which are hereby acknowledged and agreed by the parties hereto, and intending to legally bound, Seller, Purchaser and the Escrow Agent hereby agree as follows:

ARTICLE I. ESCROW ESTABLISHMENT

Section 1.1 Establishment of Escrow. The parties acknowledge that by executing this Agreement they elect the Escrow Agent to the position of the escrow agent hereunder. Escrow Agent shall deposit all funds received by Purchaser hereunder in its non-interest bearing IOLTA Account (the "Escrow Account") to facilitate the transactions set forth in this Agreement. The Escrow Account and the funds deposited therein (the "Escrow Fund") shall be held as a trust fund and shall not be subject to levy or other attachment by any creditor of any of the parties hereto.

Section 1.2 Escrow Deposit. On the date of this Agreement (the "Deposit Date"), Purchaser shall deliver to the Escrow Agent for deposit into the Escrow Account \$125,000 (the "Escrow Fund"). The Escrow Agent's sole obligation concerning the Escrow Fund shall be to retain and deliver the same pursuant to the provisions of this Agreement and the Purchase Agreement. The Escrow Agent shall have no other obligations, rights, liabilities or duties with respect to the Escrow Fund, except as provided herein.

ARTICLE II. PURPOSE OF ESCROW

Section 2.1 Claims. For purposes of this Agreement, a "Claim" means a claim by either Purchaser or Seller, as the case may be, made upon Termination ("Termination") of the Purchase Agreement pursuant to Section 8.1 thereof.

Section 2.2 Disbursement Procedures. During the period from the date hereof through the date specified in Section 3.1 hereof for final distribution of the Escrow Fund, the applicable party as provided below may, at any time or from time to time, assert a Claim by delivering a claim notice to the other (with a copy to the Escrow Agent) (each, a "Demand"). The Escrow Agent shall disburse the claimed amount from the Escrow Fund in payment of the Claim:

- (a) to the Purchaser if Termination occurs pursuant to Section 8.1(a),
- (b) to the Seller if Termination is by the Seller pursuant to Section 8.1(b),
- (c) to the Purchaser if Termination is by the Purchaser pursuant to Section 8.1(b),
- (d) to the Purchaser if Termination is pursuant to Section 8.1(c); provided, however, if the failure of the Bankruptcy Court to enter its approval order is due to failure by the Purchaser to perform its obligations under the Purchase Agreement at or prior to the Outside Approval Order Date as provided in such Section 8.1(c), then to the Seller,
- (e) to the Purchaser if Termination is by the Purchaser pursuant to Section 8.1(d),
- (f) to the Seller if Termination is by the Seller pursuant to Section 8.1(e),
and
- (g) to the Purchaser if Termination is by either Seller or Purchaser pursuant to Sections 8.1(f) and (g),

in each case if the Escrow Agent has not received a written notice from the non-claiming party disputing, in good faith, such Claim (an "Objection Notice") within five (5) business days after the claimant's delivery of the Demand with respect to such Claim, or the Escrow Agent receives, with respect to such Claim either (i) written direction with respect to the disbursement of the Escrow Fund executed by Purchaser and Seller; or (ii) a final, non-appealable order of a court of competent jurisdiction directing disbursement of the Escrow Fund.

A party shall deliver a copy of each Objection Notice to the other party on the same date that such party delivers such Objection Notice to the Escrow Agent.

ARTICLE III. RELEASE OF ESCROW FUND

Section 3.1 Distribution of Escrow Fund. On the Closing Date (the “Distribution Date”), the Escrow Agent shall distribute to Seller from the Escrow Fund the entire balance of the Escrow Fund then remaining (the “Final Distribution”).

Section 3.2 Termination. This Agreement shall terminate when all amounts of the Escrow Fund have been paid or distributed to Purchaser or Seller, as the case may be, as provided herein.

ARTICLE IV. ESCROW AGENT MATTERS

Section 4.1 Release of the Escrow Agent. Upon the termination of this Agreement, the Escrow Agent shall have no further duties or responsibilities under this Agreement.

Section 4.2 The Escrow Agent’s Rights.

(a) Compensation. The Escrow Agent shall not receive any compensation for its services, but shall be reimbursed for all reasonable expenses it incurs when performing its duties under this Agreement. Purchaser and Seller each shall pay one-half of all such expenses within 30 days after receiving the Escrow Agent’s written request for payment.

(b) Certain Actions. The Escrow Agent shall be protected in acting upon any certification, statement, request, consent, agreement or other instrument that it in good faith believes to be genuine and to have been signed and delivered by the proper person or persons. If the Escrow Agent receives any instructions that the Escrow Agent believes conflict with either the instructions it received from any other party or with any of the terms of this Agreement, then the Escrow Agent may, in its sole discretion, refrain from taking any action other than to retain and safeguard the Escrow Fund until such conflict is resolved to the Escrow Agent’s reasonable satisfaction. If the Escrow Agent is unable to decide upon what action to take, it shall so advise Purchaser and Seller of such indecision, and shall withhold performance of its duties under this Agreement until such time as either Purchaser and Seller jointly direct the Escrow Agent in writing to take a specific action, or a court order directs the Escrow Agent to take a specific action.

(c) Limitation of Liability. The Escrow Agent shall be liable under this Agreement solely for its bad faith, gross negligence or willful misconduct in the performance of its duties. If the Escrow Agent performs any act or refuses to act pursuant to the order of a court of competent jurisdiction, then such act or refusal to act shall be deemed conclusively to have been performed or omitted in good faith and without gross negligence or willful misconduct. The Escrow Agent’s duties and responsibilities are limited to those expressly set forth in this Agreement. The Escrow Agent shall not be subject to, nor obligated to recognize, any other agreement between the parties, even though such agreement may make specific reference to the Escrow Agent’s responsibilities. The Escrow Agent,

however, may consent to such additional responsibilities or obligations by executing a written instrument signed by all the parties to this Agreement acknowledging the same.

Section 4.3 Resignation or Termination. The Escrow Agent may resign at any time by providing 30 days prior written notice to Purchaser and Seller of its intention to resign. Purchaser and Seller may terminate the services of the Escrow Agent at any time by delivering to the Escrow Agent a written instrument that Purchaser and Seller have executed that terminates its position as the Escrow Agent. Upon such resignation or termination, the Escrow Agent shall deposit all property that the Escrow Agent then holds with such successor as Purchaser and Seller may designate in a written instrument.

Section 4.4 Successors. If the Escrow Agent resigns or is terminated, Purchaser and Seller shall appoint a successor escrow agent by executing a written instrument that both identifies the successor escrow agent and contains the acceptance of such successor escrow agent evidenced by said successor's signature. The resigning escrow agent shall deliver to the successor escrow agent all of the property that the resigning escrow agent then holds. Each such successor escrow agent shall have all of the rights, powers, titles, duties, discretion and immunities of the original escrow agent. No successor escrow agent shall be liable personally for any act or failure to act of any predecessor. If within 30 days after the resignation or termination of an escrow agent under this Agreement, the parties fail to agree in writing, upon the designation of a replacement escrow agent, the parties shall petition a court located within the State of Ohio to appoint a replacement escrow agent under this Agreement.

ARTICLE V. GENERAL PROVISIONS

Section 5.1 Notices. All notices and other communications required or permitted under this Agreement shall be deemed to have been duly given and made if in writing and, (i) if served by personal delivery to the party for whom intended on the date of service, (ii) if deposited with a national overnight courier service marked for overnight delivery, the first business day following such deposit, (iii) if delivered by facsimile with transmission verified, on the date of such transmission provided that a copy is deposited in the mail or with an overnight courier on the date of transmission, or (iv) seven days after being deposited, postage prepaid, certified or registered mail, return receipt requested, in the United States mail; in any event bearing the address shown in this Agreement for, or such other address as may be designated in writing hereafter by, such party:

if to Seller, to

Joseph M. Mallak
Creative Engineered Polymer Products, LLC
3560 West Market Street
Suite 340
Akron, Ohio 44333
330-665-2900
330-665-2906 facsimile

with a copy to

Baker & Hostetler LLP
3200 National City Center
1900 East Ninth Street
Cleveland, Ohio 44114
Attn: Joseph F. Hutchinson, Jr.
Telephone: 216-861-7701
Facsimile: 216-696-0740

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

And if to Escrow Agent, to:

Baker & Hostetler LLP
3200 National City Center
1900 East Ninth Street
Cleveland, Ohio 44114
Telephone: (216) 621-0200
Facsimile: (216) 696-0740

Section 5.2 Binding Effect. This Agreement shall be binding upon and inure to the benefit of the parties as well as their respective personal representatives, successors and assigns.

Section 5.3 Complete Understanding. This Agreement together with the Purchase Agreement constitutes the complete understanding among the parties.

Section 5.4 Amendments. This Agreement may be amended, modified, discharged or otherwise changed only by a written instrument that has been signed by all the parties hereto.

Section 5.5 Prevailing Party to Recover Costs. In the event any dispute arises out of the subject matter of this Agreement, the prevailing party shall recover, in addition to any other damages assessed, its reasonable attorneys' fees and other costs and expenses incurred in enforcing this Agreement. This provision shall have no application with respect to disputes arising out of the subject matter of the Purchase Agreement.

Section 5.6 Governing Law. This Agreement shall in all respects be construed in accordance with and governed by the Laws of the State of Ohio. It is the intention of the parties that the laws of the State of Ohio should govern the validity of this Agreement, the construction of its terms and the interpretation of the rights and duties of the parties.

Section 5.7 Descriptive Headings. All section headings, titles and subtitles are inserted in this Agreement for convenience of reference only, and are to be ignored in any construction of this Agreement's provisions.

Section 5.8 Severability. If a court of competent jurisdiction holds that any one or more of this Agreement's provisions as invalid, illegal or unenforceable in any respect, such invalidity, illegality or unenforceability shall not affect any of this Agreement's other provisions, and this Agreement shall be construed as if it had never contained such invalid, illegal or unenforceable provision.

Section 5.9 Counterparts. This Agreement may be executed in any number of counterparts and each of such counterparts shall for all purposes constitute part of one original.

Section 5.10 Prior Agreements Superseded. This Agreement supercedes any prior understandings, written agreements (other than the Purchase Agreement insofar as the rights and obligations of Purchaser and Seller are concerned) or oral arrangements among the parties respecting the subject matter that this Agreement addresses.

[Signature Page Follows]

IN WITNESS WHEREOF, the parties hereto have caused this Agreement to be executed as of the day and year first above written.

Seller

Creative Engineered Polymer Products, LLC

By: _____

Name: Joseph M. Mallak

Title:

Composite Parts Mexico S.A. de C.V.

By: _____

Name:

Title:

Purchaser

Century Mold Mexico, LLC.

By: _____

Name:

Title:

Escrow Agent

Baker & Hostetler LLP

By: _____

Name: Joseph F. Hutchinson, Jr.