

**EXHIBIT A**

PURCHASE AGREEMENT

## CONTRACT OF PURCHASE AND SALE

THIS CONTRACT OF PURCHASE AND SALE, is executed as of the 25<sup>th</sup> day of January, 2007 (the "Effective Date"), by and between CREATIVE ENGINEERING POLYMER PRODUCTS, LLC, an Ohio limited liability company ("Seller"), and MOSIER INDUSTRIAL SERVICES CORP., an Ohio corporation ("Buyer").

### W I T N E S S E T H:

WHEREAS, Seller is the debtor-in-possession of certain real property hereinafter described in jointly administered case number 06-051848 of the United States Bankruptcy Court for the Northern District of Ohio (the "Bankruptcy Court"); and

WHEREAS, Buyer desires to purchase from Seller, and Seller desires to sell to Buyer, the real property described herein for the purchase price and on the terms and subject to the conditions herein set forth.

NOW, THEREFORE, for good and valuable consideration received to the full satisfaction of each of them, the parties agree as follows:

1. Agreement to Buy and Sell. Seller agrees to sell and convey to Buyer, and Buyer agrees to buy and take from Seller, under the terms and conditions set forth below, all of Seller's right, title, estate and interest in and to the lands more particularly described on Exhibit A attached hereto and made a part hereof, located in the City of Crestline, County of Crawford, State of Ohio, known by the street addresses of 825 West Livingston Avenue (the "Livingston Facility") and 900 South Wiley Street (the "Wiley Facility"), together with all buildings and improvements located therein and thereon, and together with all appurtenant rights, easements and privileges (all of the foregoing are hereinafter collectively called the "Property"). The Property is being sold "as is" "where is" with all faults without any representations or warranties as to its condition, fitness for any particular purpose, freedom from contamination of hazardous materials, compliance with zoning or other legal requirements. Seller makes no representations, warranties or statements concerning the condition of the Property, the value of same, the improvements located thereon, the use that can be made thereof other than what is specifically included in this Contract. Buyer acknowledges that Buyer is purchasing the Property based solely on Buyer's own independent investigations and findings and not in reliance on any information provided by Seller or Seller's agents or contractors.

2. Consideration and Payment. Buyer shall pay the purchase price of Six Hundred Fifty Thousand Dollars U.S. (US\$650,000) (the "Purchase Price"), subject to charges and prorations as set forth herein, payable by Buyer to Seller as follows:

(a) Upon the full execution of the letter of intent, dated January 10, 2007, attached hereto and made a part hereof as Exhibit B, Buyer wired funds in the amount of Sixty-Five Thousand Dollars U.S. (US\$65,000) as earnest money (the "Earnest Money") being held in escrow by Seller's legal counsel pending approval of this Contract by the Bankruptcy Court. The Earnest Money, together with interest earned thereon, if any, shall be applied to the Purchase Price on the Closing Date (as hereinafter defined), returned to Buyer in the event the Bankruptcy Court fails to approve this Contract, or as otherwise disbursed in accordance with this Contract.

(b) On the Closing Date, Five Hundred Eighty-Five Thousand Dollars U.S. (US\$585,000) representing the balance of the Purchase Price, shall be paid in cash via wire transfer to the Escrow Agent (as defined below) and paid to Seller via wire transfer simultaneously with the recordation of the Deed (as hereinafter defined).

3. Due Diligence Period. Subject to the limitations set forth below, Buyer may inspect the Property for a period of thirty (30) days following the Effective Date (the "Due Diligence Period"). Buyer's inspection of the Property may include examination of the Property by Buyer's consultants and contractors. Notwithstanding the foregoing, Buyer and its agents shall have the right, but not the obligation, during the Due Diligence Period to enter the Property to perform environmental studies which are permitted hereunder, all at Buyer's expense. During the Due Diligence Period, Buyer shall have the right, but not the obligation, to obtain a Phase I Environmental Study (the "Phase I"). For the purposes of this Contract, the Buyer's Phase I Environmental Study shall not include boring, drilling, hydropunch or related activities, or the collection, sampling or testing of soil gas, soil vapor, soil, groundwater or other media. In no event shall Buyer conduct any additional environmental investigations on the Property, such as but not limited to, a Phase II Environmental Study (the "Phase II"), without obtaining Seller's prior written consent thereto not to be unreasonably withheld.

If during the Due Diligence Period, Buyer determines, in its sole discretion, that the Property is unsatisfactory for any reason or no reason, Buyer may terminate this Contract by providing written notice to Seller by 5:00 p.m. (E.S.T.) on the day on which the Due Diligence Period expires, provided that if such day is a national holiday, Buyer shall have until 5:00 p.m. (E.S.T.) on the next succeeding business day to provide such notice to Seller. If Buyer terminates this contract as provided above, the Earnest Money shall be returned to Buyer, free and clear of all claims and rights the Seller may have with respect thereto, and neither Seller nor Buyer shall have any further rights or obligations under this Contract, except expressly stated herein to survive, and this Contract shall terminate. If Buyer fails to terminate this Contract on or before the expiration of the Due Diligence Period, then Buyer shall be deemed to have waived its right to do so, and the closing of the transactions contemplated by this Contract shall proceed in accordance with the terms and conditions of this Contract.

In connection with its inspections of the Property, Buyer shall indemnify, defend and hold harmless Seller from and against any loss, cost or damage to Seller including, without limitation, reasonable attorney's fees arising or accruing in connection with such inspection, including, without limitation, injury to persons or damage to the Property. In the event that this Contract fails to close through no fault of Seller, Buyer shall repair any damage to the Property caused by such inspections and shall restore the Property to its condition as of the date hereof.

4. Title Commitment. Seller shall cause Great Lakes Title Company, located at 14 West Main St., Norwalk, Ohio, telephone: 567-244-3611, fax: 419-668-4260, and email: nancy@greatlakes-title.net (the "Title Company") to promptly deliver to Buyer, at Buyer's cost and expense, with a copy to Seller's counsel, an owner's title policy commitments for the Livingston Facility and Wiley Facility, naming Buyer as the insured in the amount of \$\_\_\_\_\_ for the Livingston Facility and in the amount of \$\_\_\_\_\_ for the Wiley Facility. Such commitments shall include true and legible copies of all documents referred to in such commitments (hereinafter collectively referred to as "Title Report"). If the Title Report reveals any title matters that are objectionable to Buyer (hereinafter referred to as "Title Objections"), Buyer shall so notify Seller of such Title Objections within fifteen (15) days from the receipt of the Title Reports. Seller hereby agrees to use reasonable diligence to correct such Title Objections within thirty (30) days after receipt of notice of such Title Objections; provided however, Seller shall not be required to institute any suit or spend any funds in excess of \$1,000 in connection with the cure of any or all of such Title Objections. If the Title Objections are not cured to Buyer's reasonable satisfaction within thirty (30) days receipt of notice of the Title Objection, Buyer, at

Buyer's option, may (a) cancel this Contract, in which event the Earnest Money shall be returned to Buyer, free and clear of all claims and rights the Seller may have with respect thereto, and neither Seller nor Buyer shall have any further rights or obligations under this Contract, except expressly stated herein to survive, and this Contract shall terminate, or (b) agree to take title to the Property, subject to any uncured Title Objections without reduction of the Purchase Price, and if Buyer so agrees, Seller shall deliver title to the Property, subject to such Title Objection(s) (the "Permitted Objections"). If Buyer fails to notify Seller of any such Title Objections within fifteen (15) days from the receipt of the Title Report, then Buyer shall be deemed to have waived such Title Objections and the Property shall be purchased subject to such Title Objections without reduction of the Purchase Price.

5. Surveys. During the Due Diligence Period, Buyer, at Buyer's expense, may obtain current ALTA/ACSM surveys of the Livingston Facility and the Wiley Facility prepared by a registered land surveyor (together, the "Survey"). If the Survey reveals any conditions that are objectionable to Buyer (hereinafter referred to as "Survey Objections"), Buyer shall so notify Seller of such Survey Objections within fifteen (15) days from the receipt of the Survey. Seller hereby agrees to use reasonable diligence to correct such Survey Objections within thirty (30) days after receipt of notice from Buyer of such Survey Objections; provided however, Seller shall not be required to institute any suit or spend any funds in excess of \$1,000 in connection with the cure of any or all of such Title Objections. If the Title Objections are not cured to Buyer's reasonable satisfaction within thirty (30) days receipt of notice of the Title Objections, Buyer, at Buyer's option, may (a) terminate this Contract, in which event the Earnest Money shall be returned to Buyer, free and clear of all claims and rights the Seller may have with respect thereto, and neither Seller nor Buyer shall have any further rights or obligations under this Contract, except expressly stated herein to survive, and this Contract shall terminate, or (b) agree to take title to the Property, subject to any uncured Survey Objections without reduction of the Purchase Price, and if Buyer so agrees, Seller shall deliver title to the Property, subject to such Survey Objections (and such shall constitute part of the Permitted Objections).

6. Limited Warranty Deeds. On the Closing Date, Seller shall convey to Buyer, by limited warranty deeds prepared by Seller's counsel using the form prescribed by Ohio Revised Code Section 5302.07, good and marketable title in and to the Property free and clear of all liens and encumbrances whatsoever, except for the Permitted Exceptions. For purposes hereof, Permitted Exceptions shall mean (A) zoning, building and other land use regulations imposed by governmental entities having jurisdiction over the Property; (B) matters which would be disclosed on accurate surveys of the Property; (C) taxes and assessments, both general and special, that are a lien on the Property but not yet due and payable, prorated as provided for in this Contract; (D) covenants, conditions, restrictions, easements and other matters of record that do not materially interfere with the current use, occupancy, value of, or the marketability of title to, the Property, and (E) the Permitted Objections. Notwithstanding the foregoing, under no circumstances shall Permitted Exceptions be deemed to include any monetary lien or judgment encumbering the Property to be discharged in connection with the sale order or any other action of the Bankruptcy Court.

7. Representations and Warranties of Seller. Seller represents and warrants to Buyer that:

(a) Subject to the approval of this Contract by the Bankruptcy Court, Seller has all necessary power and authority to enter into this Contract, that all actions required to be taken to approve or authorize the execution of this Contract and consummation of these transactions have been taken, and that the execution of this Contract and the consummation of the transactions contemplated hereby constitutes the valid and binding obligation of Seller in accordance with its terms.

(b) Neither the execution of this Contract nor the consummation of the transactions contemplated hereby will constitute a violation of or be in conflict with or constitute a default under any term or provision of any agreement or lease to which Buyer is a party.

(c) Seller is and will be on the Closing Date duly organized, validly existing and in good standing under the laws of the state of its formation, and has and will have on the Closing Date the power and authority to carry on the business for which it has been organized.

(d) The person executing this Contract on behalf of Seller is or shall be as of the Closing Date duly authorized to do so and all requisite corporate action has been or shall be taken before the Closing Date to authorize the execution and delivery of this Contract and the consummation of the transactions contemplated hereby.

(e) Neither the execution of this Contract nor the consummation of the transactions contemplated hereby will constitute a violation of or be in conflict with or constitute a default under any term or provision of any agreement or lease to which Seller is a party.

(f) The Property is free and clear of leases and claims of occupancy by any party.

(g) To Seller's knowledge (without duty of inquiry or investigation), there are no pending or threatened condemnation or eminent domain proceedings with respect to the Property.

All of the representations and warranties set forth in this Section shall be deemed renewed by Seller on the Closing Date as if made at such time, and shall survive the closing of this transaction for a period of one year.

8. Representations and Warranties of Buyer. Buyer represents and warrants to Seller that:

(a) Subject to the approval of this Contract by the Bankruptcy Court, Buyer has all necessary power and authority to enter into this Contract and the execution of this Contract and the consummation of the transactions contemplated hereby constitute the valid and binding obligation of Buyer in accordance with its terms.

(b) Neither the execution of this Contract nor the consummation of the transactions contemplated hereby will constitute a violation of or be in conflict with or constitute a default under any term or provision of any agreement or lease to which Buyer is a party.

(c) Buyer is and will be on the Closing Date a corporation duly organized and validly existing under the laws of the state of its incorporation and has and will have on the Closing Date the power and authority to carry on the business for which it has been organized.

(d) The person executing this Contract on behalf of Buyer is duly authorized to do so and all requisite corporate action has been taken by Buyer to authorize the execution and delivery of this Contract and the consummation of the transactions contemplated hereby.

All of the representations and warranties set forth in this Section 8 shall be deemed renewed by Buyer on the Closing Date as if made at such time and shall survive the closing of this transaction for a period of one (1) year.

9. Buyer's Conditions to Closing.

(a) Buyer's obligations under this Contract are expressly conditioned upon the occurrence of the following events:

- (i) The Bankruptcy Court shall have approved this Contract unconditionally.
- (ii) The Title Company shall be ready, willing and able to issue the Title policies in the form required by Section 4 on the Closing Date.
- (iii) Seller shall be ready, willing and able to deliver to Buyer on the Closing Date the fully executed Deeds as described in Section 6.
- (iv) The representations and warranties of Seller set forth in Section 7 shall have been true and correct when made and as of the Closing Date in all material aspects.
- (v) Buyer shall not have exercised its option under Sections 16 and 17 to terminate this Contract as a result of damage to or condemnation of the Property.
- (v) Buyer shall not have exercised its options prior to the expiration of the Due Diligence Period to terminate this Contract.

(b) Except as otherwise herein specifically provided, upon termination of this Contract by Buyer pursuant to this Section, neither party shall thereafter be under any further liability to the other and Buyer shall pay all costs of title examination, Title Commitment and any escrow fee.

10. Seller's Conditions to Closing.

(a) Seller's obligations under this Contract are expressly conditioned upon the occurrence of the following events:

- (i) The Bankruptcy Court shall have approved this Contract unconditionally.
- (ii) The representations and warranties of Buyer set forth in Section 8 shall have been true and correct when made and as of the Closing Date in all material respects.
- (iii) Buyer shall have deposited the Earnest Money and the balance of the Purchase Price in the manner provide in Section 2.

(b) Except as otherwise herein specifically provided, upon termination of this Contract by Seller pursuant to this Section , neither party shall thereafter be under any further liability to the other and Buyer shall pay all costs of title examination, Title Commitment and any escrow fee.

11. Escrow. This transaction shall be placed in escrow with the Title Company, as escrow agent ("Escrow Agent"). Seller shall deposit a copy of this Contract with the Escrow Agent within three (3) days after the full execution hereof and this Contract shall serve as the escrow instructions. The Escrow Agent may attach its standard conditions of acceptance thereto; provided, however, that in the event that said standard conditions of acceptance are inconsistent with or in conflict with the terms and provisions hereof, then the terms and provisions of this Contract shall control. Buyer

shall deposit in escrow via wire transfer one day before the Closing Date the balance of the Purchase Price in cash.

12. Closing Date and Possession. Unless the parties otherwise agree in writing, this transaction shall be closed on or before a date which is three (3) business days following the date on which the Bankruptcy Court approves this Contract; provided, however, that in the event that the Bankruptcy Court approves this Contract during the Due Diligence Period, then this transaction shall be closed on a date which is three (3) business days following the date on which the Due Diligence Period expires (the "Closing Date"). On the Closing Date, the Title Company shall file the Deed and any other necessary documents for record; provided that all necessary funds and documents have been tendered by each party to the other and the Title Company is prepared to issue the Title Policies to Buyer in form as required by this Contract. Full possession of the Property shall be delivered to Buyer on the Closing Date, the Property to be in the same condition as it is as of the date hereof, subject, however, to reasonable wear and tear and Buyer's activities on the Property.

13. Prorations and Charges. As of the Closing Date, the Escrow Agent shall prorate all real estate and other taxes, and assessments, both general and special, if any, using the rates and valuation shown on the latest available tax duplicates for the Property. Water, sewer, any other utility charges with respect to the Property shall be prorated between the parties as of the Closing Date. Final readings on all gas, water and electric meters and sewer use charges shall be made and determined as of the Closing Date, if possible. If final readings are not possible, gas, water, electric and sewer use charges shall be prorated based on the most recent period for which costs are available subject to adjustment between the parties when final readings are available. Seller shall, at the Closing, be charged its pro rata share of all items so prorated to and including the Closing Date, and Buyer shall pay or assume the balance thereof. The net amount of any adjustments shall be added to or subtracted from the Purchase Price as applicable. The provisions of this Section shall survive the Closing.

14. Closing Charges. Upon consummation of the transaction contemplated hereby, Seller shall be charged the following:

- (a) the cost of any and all state or local real estate transfer taxes, fees or other charges relating to the conveyance of the Property, if any;
- (b) prorated real estate taxes and assessments and any other appropriate proration amounts, as described above;
- (c) the cost of recording the deeds; and
- (d) one-half of the cost of the escrow fee.

Buyer shall be charged the following:

- (a) one-half of the cost of the escrow fee,
- (b) the costs of title examination, the title commitments and the title policies; and
- (c) any proration amounts chargeable to Buyer.

15. Closing Deliveries. Upon consummation of the transaction contemplated hereby, the parties shall receive the following:

- (a) To Seller:
  - (i) One copy of the escrow statement;
  - (ii) One copy of the recorded Deeds; and
  - (iii) The balance of the Purchase Price.
- (b) To Buyer:
  - (i) One copy of the escrow statement;
  - (ii) The original recorded Deeds;
  - (iii) The original Title Policies;
  - (iv) Affidavits of Title;
  - (v) Corporate Resolutions; and
  - (vi) Any other documents reasonably required by the Title Company.

16. Fire or Other Casualty. If the Buildings, or any portions thereof shall, prior to the Closing Date, be damaged or destroyed by fire or any other cause, and such damage shall not have been repaired or reconstructed prior to the Closing Date in a good and workmanlike manner to the reasonable satisfaction of Buyer, Buyer may, at Buyer's option:

- (a) receive the proceeds of the insurance, if any, payable in connection therewith under the above-referenced insurance policy or policies covering the buildings and improvements and thereupon remain obligated to perform this Contract in accordance with its terms; or
- (b) terminate this Contract upon written notice to Seller giving within ten (10) days following the date of such damage or destruction, and thereafter receive any funds and documents previously deposited. If Buyer fails to notify Seller of its election to terminate this Contract within ten (10) days from the date of such damage or destruction, then Buyer shall be deemed to have elected to receive the proceeds of the insurance and remain obligated to perform this Contract in accordance with its terms.

Upon termination of this Contract by Buyer pursuant to this Section, neither party shall thereafter be under any further liability to the other, and the Earnest Money shall be returned to Buyer. Seller agrees to promptly advise Buyer of any damage to the Property.

17. Condemnation and Eminent Domain. If, prior to the Closing Date, the Property or any portion thereof shall be subjected to a taking by eminent domain, or if any notice of intent of taking or sale in lieu of taking is received by Seller or Buyer, Buyer shall have the right either to (a) terminate this Contract by giving written notice of termination to Seller, in which event all funds, including the Earnest Money, and documents deposited in escrow or with the other party shall be refunded or returned to the depositing party, and thereafter Buyer and Seller shall be relieved of all rights and obligations hereunder and this Contract shall be null and void and of no force or effect, or (b) proceed



to close this transaction, in which event Buyer shall be entitled to receive all of the proceeds of such taking. Seller and Buyer each agree to promptly forward to the other any notice of intent received pertaining to such taking.

18. Default. If the closing fails to occur because of the default of Buyer through no fault of Seller, the Title Company shall disburse the Earnest Money Deposit together with accrued and undisbursed interest, if any, and other income earned thereon to Seller and Seller shall be entitled as its sole and exclusive remedy hereunder to retain said Earnest Money Deposit as full liquidated damages for such default of Buyer, whereupon this Contract shall be null and void and of no further force or effect. It is hereby agreed that Seller's damages in the event of a default by Buyer hereunder are uncertain and impossible to ascertain and that the Earnest Money Deposit constitutes a reasonable liquidation of such damages and is not intended as a penalty but as full liquidated damages. Seller covenants not to bring any action or suit, whether legal or equitable, against Buyer for damages or other redress in the event of Buyer's default hereunder, and Buyer covenants not to bring any action or suit challenging the amount of liquidated damages provided hereunder in the event of such default.

If the closing fails to occur because of the default of Seller through no fault of Buyer, then the Earnest Money shall be returned to Buyer, and Buyer shall have the right to seek specific performance in addition to all other rights and remedies available to Buyer as a result of Seller's default.

19. Indemnification. In connection with its inspections of the Property, Buyer shall indemnify, defend and hold harmless Seller from and against any loss, cost or damage to Seller including, without limitation, reasonable attorney's fees arising or accruing in connection with such inspection, including, without limitation, injury to persons or damage to the Property. Buyer shall repair any damage to the Property caused by such inspections and shall restore the Property to its condition as of the date hereof. The provisions of this Section shall survive the Closing.

20. Miscellaneous.

(a) This Contract shall be deemed to contain all of the terms and conditions agreed upon, it being understood that there are no outside representations or oral agreements.

(b) Unless otherwise expressly required or permitted by the terms of this Contract, notice required or permitted to be given hereunder by the parties shall be delivered personally, or served by certified or registered mail to the parties and the addresses set forth below, unless different addresses are given by one party to the other:

As to Seller:

Creative Engineering Polymer Products, LLC  
3569 W. Market Street, Suite 340  
Akron, Ohio 44333  
Attention: Joseph Mallak

With a copy to Seller's attorney:

Baker & Hostetler  
3200 National City Center  
1900 East Ninth Street  
Cleveland, Ohio 44114  
Attention: Victoria Johnson, Esq.

**As to Buyer:**

Mosier Industrial Services Corp  
607 Bell South Street  
Plymouth, Ohio 44865  
Attention: Denise F. Dean

With a copy to Buyer's attorney:

Neil McKown, Esq.  
McKown & Mckown  
10 Mansfield Ave.  
Shelby, OH 44875

(c) Seller and Buyer each represents and warrants to the other that such party has had no dealing with any real estate broker or agent other than Jim Stevens of Glass & Associates, Inc., so as to entitle such other broker or agent to any commission in connection with the sale of the Property to Buyer. Seller shall be responsible for the brokerage fee to Glass & Associates. If for any reason any such other commission shall become due, the party dealing with such broker or agent shall pay any such commission and agrees to indemnify and save the other party harmless from any and all claims for any such commission and from any attorneys' fees and litigation or other expenses relating to any such claim.

(d) This Contract shall be binding upon and inure to the benefit of the parties hereto and their respective successors and assigns.

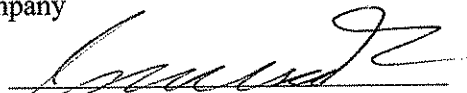
(e) This Contract may be executed in counterparts.

26. Assignment. Buyer shall have the right, at its sole option to assign this Contract; provided, however, that (i) Buyer shall remain responsible for its obligations hereunder, and (ii) Buyer shall give Seller written notice of such assignment not less than five (5) business days before the Closing Date.

IN WITNESS WHEREOF, the parties hereto have signed three counterparts of this Contract, each of which shall be deemed to be an original document, as of the date set forth above.

SELLER:

CREATIVE ENGINEERING POLYMER  
PRODUCTS, LLC, an Ohio limited liability  
company

By: 

Print Name: Joseph M. Mollak

Its: CEO

BUYER:

MOSIER INDUSTRIAL SERVICES CORP.  
an Ohio corporation

By:   
Denise F. Dean, President