

REPRESENTATION AGREEMENT

Agreement made by and between Carlisle Engineered Products, Inc. a corporation existing under the laws of Delaware, having its principal place of business located at 100 Seventh Avenue, Suite 100, Chardon, Ohio 44024-1077 ("Company") and Norris Sales & Associates, Inc., a corporation having its principal place of business located at 19111 Detroit Road, Suite 202, Rocky River, OH 44116 ("Representative").

1. Appointment. Company hereby appoints Representative as its exclusive sales representative to solicit orders for the goods and equipment set forth in Addendum A ("Products") within the geographical area and for the customers set forth in Addendum B ("Territory"). Representative hereby accepts such appointment collectively, upon the terms and conditions set forth herein.
2. Term. This Agreement shall continue in full force and effect from January 1, 1997, until December 31, 2000 ("Termination Date"). If written notice of termination is not made by a party to the other party at least twelve (12) months prior to December 31, 2000, or the December 31 of any succeeding year, this Agreement shall automatically be renewed for an additional one (1) year from December 31, 2000 and each succeeding year in which no notice of termination is given.

In the event of termination by Company after December 31, 2000, full commission will be payable by Company to Representative for a period of 12 months after the effective date of the termination.
3. Orders. All orders for Products solicited by Representative shall be forwarded to and subject, in its sole discretion, to acceptance by Company and all quotations by Representative shall contain a statement to that effect. All invoices in connection with orders solicited by Representative shall be rendered by Company directly to the customer with copies to Representative.
4. Sales Policies. The prices, charges and terms of sale of the Products ("Sales Policies") shall be set forth by Company in price books, bulletins and other authorized releases from time to time and Representative agrees to abide by same. Written notice of changes to the Sales Policies shall be given by Company to Representative at least thirty (30) days in advance of change.
5. Commissions. Representative shall be entitled to commissions on all orders for the Products solicited within or delivered into the Territory, except as may hereinafter be set forth. Commissions shall be payable at the rates set forth in Addendum C hereto on the net invoice price rendered for all Product orders or part

of any order, exclusive of tooling used in manufacture of products and tooling maintenance changes, freight and transportation costs (including insurance), merchandise returns, credits and allowances granted by Company, and sales, use, excise or similar taxes ("Net Sales"). Such commissions shall be paid on or before the 25th day of the month following that in which customers are invoiced for sales of Products solicited by Representative. Company shall furnish Representative with copies of all invoices for orders originating in or shipped into the Territory together with a detailed commission statement each month.

In the case of sales resulting from a multi-territorial effort, Company shall apportion the total commission payable as follows:

a.) One-third (1/3) of total commission to the Representative in whose territory the original customer engineering specification was developed. (Unless Company is notified in writing prior to actual payment of commission, the place of signing of the purchase order may be assumed to be the point of original customer engineering specification.)

b.) One-third (1/3) of total commission to the representative in whose territory the purchase order is signed.

c.) One-third (1/3) of total commission to the representative into whose territory the shipment of products is made.

In the event that the commission of any representative involved in a multi-territorial effort is computed at a rate that is less than the rate would have been used to compute commissions payable to Representative under the terms of this Agreement (including all Addendum hereto), then the total commission payable for purposes of computing commissions due to Representative, if any, under (a.), (b.), or (c.) above, shall be determined according to the formulas contained in the Addendum as if the sales had occurred solely within Territory.

In the event (a.), (b.), or (c.) do not apply, the fractions shall be proportionately increased; thus, for example, if there is no Representative for the place of destination of the product, then (a.) and (b.) become one-half (1/2) of each.

All decisions of Company with regard to any apportionment of a commission shall be binding upon Representative and all other parties involved in such multi-territorial effort. It is further understood that, regardless of circumstances, Company shall be obligated to pay only an amount equal to one commission in connection with any sale and shipment of Products, subject to the provision for multi-territory sales efforts described above.

6. WARRANTIES. All products sold by Company pursuant to Representative's efforts shall be accompanied by Company's standard warranties only. Representative shall not modify such warranties and shall make no other

representations concerning the Products other than those warranties or representations furnished in writing by Company.

7. Relationship. Except as may hereinafter be set forth, Representative and Company are independent contractors and neither is, nor shall be considered to be, an agent, employee or legal representative of the other for any purpose whatsoever. Representative has no express or implied authority to assume or create any obligation or responsibility on behalf of Company or to bind Company in any manner whatsoever.

8. Trademarks and Trade Names. Representative agrees that Company is the exclusive owner of all trademarks and trade names relating to the Products and that Representative may and shall use such trademarks and trade names solely for the purpose of advertising and promoting the Products for sale. Except as specifically set forth in this Agreement, Representative shall acquire no proprietary or other rights with respect to such trade names and trademarks.

9. Representative's General Responsibilities. During the term of this Agreement or any renewal or extension thereof, Representative at its sole expense shall:

- (a) Actively promote the sale of the Products in the Territory described in Addendum B.
- (b) Maintain an office with an adequate staff to accomplish and promote the sales of the Products in the Territory.
- (c) Handle inquiries, quotations, and orders for the Products in the Territory.
- (d) Advise and assist Company on matters of sales and promotion of the Products and furnish available information to Company concerning competitive products sold in the Territory.
- (e) John Norris will continue to have direct personal involvement in the representation of Company to Delphi Packard Electric Systems ("Delphi Packard") for plastic component parts (channels).
- (f) Representative agrees to prepare a detailed annual business/marketing plan which shall be reviewed and approved by the Company

10. Company's General Responsibilities. During the term of this Agreement, Company shall:

- (a) Furnish Representative with current marketing advice, supply catalogs of its products, data sheets, specifications, price lists, sales aids and literature. Such material shall at all times remain the property of Company and the balance of any such material remaining at the time of any termination of this Agreement shall be promptly returned to

Company.

- (b) Not employ, directly or indirectly, or as a Representative or agent, any of Representative's employees who have been employed in sales or promotional activities by Representative during the term of this agreement or for a period of two (2) years following the termination or cancellation of this Agreement by either party.
- (c) Promptly forward to Representative copies of all leads, quotations, purchase orders, invoices and notices of shipping with respect to Products in the Territory and notify Representative promptly of all price changes and new products.

11. Indemnification. Each party hereto shall indemnify, defend, and save the other harmless from and against any liability, loss, cost, expense or damage caused by reason of such party's default under or breach of this Agreement. In addition, Company shall indemnify, save harmless, and defend Representative against all claims, losses, expenses, and damages which Representative may incur as a result of any defective or negligently manufactured goods or products sold or furnished by Company through Representative's efforts or assistance.

12. No Assignment. Neither this Agreement nor any right hereunder may be assigned or otherwise transferred without the express written consent of the parties.

13. Notices. Any notice required or permitted by this Agreement shall be in writing and may be delivered by personal delivery or by postage prepaid registered or certified mail, return receipt requested. Notices to Company shall be delivered to or addressed to it at its principal place of business. Notices to representative shall be delivered to Representative at the address set forth herein or to such other address as Representative shall from time to time give written notice of to Company. Notice shall be deemed given upon the earlier of personal delivery or mailing of same to a party.

14. Insurance Coverage. The Sales Representative shall maintain insurance covering bodily injury and property damage with such limits as shall be satisfactory to the Company for services performed by the Sales Representative in connection with the performance of the Sales Representative's obligations under this Agreement and the Sales Representative agrees to provide proof of such coverage to the Company promptly upon request.

15. Termination. Either party may at any time terminate this Agreement immediately upon written notice to the other party in the event of (1) a breach of the terms of this agreement by the other party and such breach has not been cured within thirty (30) days of receipt of written notice thereof; (2) the other party makes a general assignment for the benefit of its creditors, has a custodian, receiver or any

trustee appointed for it or a substantial part of its assets commences any voluntary proceeding under bankruptcy law; (3) a court having jurisdiction over the other party enters a decree or order for relief in an involuntary case under any applicable bankruptcy laws and such decree or order continues unstayed and in effect for a period of thirty (30) days or more; (4) the other party becomes insolvent or generally fails to pay its debts as such debts become due, whether or not such other party is otherwise in default; or (5) a change in the ownership or control of the Sales Representative.

16. Competing Products. The Sales Representative agrees that during the term of this Agreement, it will not, directly or indirectly, manufacture, sell, distribute or have an interest in, any products of any kind (excluding rubber products) which are competitive with the Products.

Notwithstanding the foregoing, John Norris shall have no restrictions whatsoever upon his activities with regard to rubber products or any other type of products manufactured by companies other than the Company represented by Representative in the market place whether or not such products are competitive with the products. John Norris will not represent any plastic molder company other than the Company to Delphi Packard.

17. Construction. This Agreement shall be construed in accordance with the laws of the State of Michigan. This Agreement represents the entire agreement between the parties and no provision may be modified or amended except by an instrument in writing executed by both parties hereto. If any provision or provisions of this Agreement shall be void, unlawful or unenforceable, such provisions shall be deemed stricken from this Agreement, but the Agreement shall not otherwise be affected and the remaining provisions shall remain in full force and effect.

18. Confidential Information
Representative recognizes and acknowledges the competitive value and confidential nature of certain proprietary non-public information ("Confidential Information") which has been or will be provided to it by the Company or which concerns the Company and the damage that could result to Company if such Confidential Information contained therein is disclosed to any third party during the term of or after the termination of this Agreement. Representative agrees that it will not disclose any of the Company's Confidential Information to any third party without the prior written consent of the Company about which the disclosure of the Confidential Information is being made: provided however, that any such Confidential Information may be disclosed to individual representatives, employees, or agents of Representative who need to know such Confidential Information for the proper discharge of their duties and who agree to be bound by this Agreement to the same extent as if they were parties to this Agreement. Representative agrees

that money damages would not be sufficient remedy for any disclosure of the Confidential Information by either Representative or its employees or agents, and that in addition to all other remedies, the Company may be entitled to specific performance and injunctive or other equitable relief as a remedy for such breach.

IN WITNESS WHEREOF, the parties hereto have executed this Agreement this 21 day of January, 1997.

COMPANY: CARLISLE ENGINEERED PRODUCTS, INC.

By: Allen J. Hoffman

Title: President

REPRESENTATIVE: NORRIS SALES & ASSOCIATES, INC.

By: Richard V. Norris

Title: President

PRODUCTS

Plastic molded products as manufactured by Carlisle Engineered Products, Inc.,
excluding rubber products.

TERRITORY

Alside Inc.

3773 State Rd., Cuyahoga Falls, OH 44223

Delphi Packard Electric Systems - All locations within North America, including

Warren, OH

Juarez, Mexico

El Paso, TX

Laredo, TX

Alphabet Industries, Niad Division, Nappanee, IN

Alphabet Industries, Inc., Portland, IN

Clinton, MS

Honda (car, motorcycle /ATV)

Kautex- Textron

11182 Hwy 17, Lavonia, GA, 30553

750 Stephenson Hwy, Troy, MI 48083

KYB Manufacturing Inc.

2625 North Morton, Franklin, TN 46131

Mitsubishi

Neaton Corp.

Nissan Corporation

Subaru

Toyota (NUMMI)

Wayne Dalton

One Door Dr., Mt. Hope, OH 44660

3395 Addison Drive, Pensacola, FL 32514

TERRITORY

- Delphi Packard Electric Systems
- All locations within North America, including
 - Warren, OH
 - Alphabet Industries, Niad Division
 - Nappanee, IN
 - Alphabet Industries, Inc.
 - Portland, IN
 - Clinton, MS
 - Juarez, Mexico
 - El Paso, TX
 - Laredo, TX

VOID

1/5/98
Date

aps

Addendum C

Page 1 of 1

COMMISSIONS

Subject to the terms and limitations of paragraph (5) of the Agreement, Representative shall be entitled to commissions from Company on all orders for Products placed by Customers within the Territory to the extent that such orders have been solicited by Representative and accepted by the Company. Such commissions shall be payable to Representative according to the following annual rate schedule:

A. For new Products (i.e., first production shipments beginning, on or after January 1, 1997), a commission will be paid as follows:

- I. 4.0% for the 1st full year of production (12 months).
- II. 3.0% for the 2nd year of production.
- III. 2.0% for the 3rd year of production.
- IIII. 2.0% for the 4th year of production.

B. For existing Products (i.e., first production shipments beginning prior to January 1, 1997), a commission will be paid on all shipments to the Territory as follows:

- I. 4.0% for the period January 1, 1997 through December 31, 1997
- II. 3.0% for the calendar year 1998
- III. 3.0% for the calendar year 1999
- IIII. 2.0% for the calendar year 2000

C. Tooling/Design Services:

Five (5) percent of Net Sales for Customer total orders for prototype tooling, and purchased engineering and/or design services. There shall be no commissions paid for orders for production tooling.

Five (5) percent of Net Sales for Customer total orders for tooling not used by Company for production parts.

D. If any one new program exceeds \$ 5 million in total annual sales dollar volume then Company and Representative may renegotiate an optional or alternate mutually agreeable rate scale for that specific new program.

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 - I. 4.0% for the 1st full year of production (12 months).
 - II. 3.0% for the 2nd year of production.
 - III. 2.0% for the 3rd year of production.
 - IIII. 2.0% for the 4th year of production.
- B. For existing Products (i.e., first production shipments beginning prior to January 1, 1997), a commission will be paid on all shipments to the Territory as follows:
 - I. 4.0% for the period January 1, 1997 through December 31, 1997
 - II. 3.0% for the calendar year 1998
 - III. 3.0% for the calendar year 1999
 - IIII. 2.0% for the calendar year 2000
- C. Five (5) percent of Net Sales for customer total orders for prototype tooling, component design, prototype part orders. There shall be no commissions paid for orders for production tooling.
- D. If any one new program exceeds \$ 5 million in total annual sales dollar volume then Company and Representative may renegotiate an optional or alternate mutually agreeable rate scale for that specific new program.

Verd
✓



Mr. John J. Norris
Norris Sales Associates, Inc
19111 Detroit Road
Rocky River, OH 44126

December 1, 2003

Dear John,
When we modified the territory in the middle of August, I don't remember formally modifying the Agreement.

This letter is to confirm modification of Addendum B – TERRITORY of our sales representation agreement for the following accounts effective September 1, 2003 (Revised Addendum B attached):

Add:

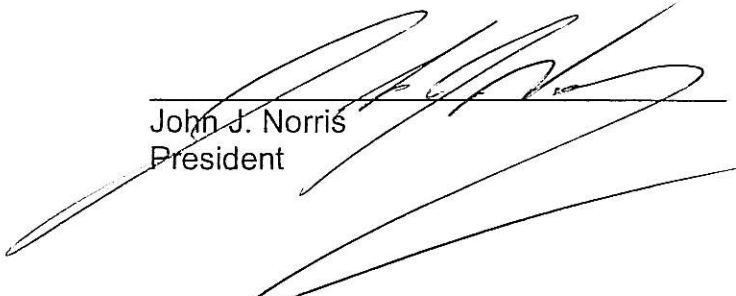
Kamco Industries, Inc.
Rubber Maid Corporation
Jideco, Inc.
Heartland Automotive, Inc.
Bowles Fluidics Corporation
Freightliner Corporation
Nyloncraft
MTD Products
MTD Products
LaVanture Products

Please return two signed and initialed copies and I will mail one back to you.

Sincerely,
CARLISLE ENGINEERED PRODUCTS, INC.

Bruce A. Fassett
Vice President, Sales and Marketing

Accepted by Norris Sales Associates, Inc.:



John J. Norris
President



Date

Within North America, sales to the following customers:

Delphi Packard Electric Systems

All locations within North America, including

Warren, OH

Alphabet Industries, Niad Division

Nappanee, IN

Alphabet Industries, Inc.

Portland, IN

Clinton, MS

Juarez, Mexico

El Paso, TX

Laredo, TX

Honda (motorcycle /ATV)

Honda (car)

Neaton Corp.

Mitsubishi

Subaru

Toyota (NUMMI)

Kamco Industries, Inc. (excluding thermoform product)

1001 E. Jackson Street

West Unity, OH 43570

Rubber Maid Corporation

1147 Akron Road

Wooster, OH 44691

Jideco, Inc.

901 W. Throw Court

Bardstown, KY 40007

Heartland Automotive, Inc.

Corporate Headquarters

300 S. Warren Drive

P.O. Box 648

Green Castle, IN 46135 USA

Bowles Fluidics Corporation
6625 Dobbin Road, P.O. Box 6300
Columbia, MD 21045-4700
(410) 381-0400 (x208)
(410)381-2718 (fax)

Freightliner Corporation
4747 N. Channel Avenue
P.O. Box 3591
Portland, OR 97208-3591

Nyloncraft
P.O. Box 6336
616 W. McKinley Highway
Mishawaka, IN 46545

MTD Products
P.O. Box 368022
Cleveland, OH 44136-9722

MTD Products
2555 Brandenburg Road
Leitchfield, KY 42754

LaVanture Products
2912 Dexter Drive
P.O. Box 2088
Elkhart, IN 46515

Specific accounts may be added or deleted from the Territory at any time by mutual agreement and written letter of addendum.

Paula Linkovic

From: Paula Linkovic on behalf of John Norris
Sent: Tuesday, December 02, 2003 5:18 PM
To: 'Bruce Fassett'
Subject: RE: Norris Sales Rep Agreement, 9-1-03 Territory Modification

Hi, Bruce:

Could you please re-send the attachment? Thanks.

JJN:pbl

John J. Norris
19111 Detroit Road, Suite 202
Rocky River, OH 44116
440-333-4030 (office)
440-333-4281 (fax)
440-725-4356 (cell phone)
jnorris@norris-sales.com

-----Original Message-----

From: Bruce Fassett [mailto:bfassett@cepcarlisle.com]
Sent: Tuesday, December 02, 2003 12:15 PM
To: John Norris
Cc: dcallaway@cepcarlisle.com; skingsley@cepcarlisle.com; spaulot@cepcarlisle.com
Subject: Norris Sales Rep Agreement, 9-1-03 Territory Modification

John,
When we modified the territory in the middle of August, I don't remember formally modifying the Agreement.

The attached letter is to confirm modification of Addendum B – TERRITORY of our sales representation agreement for the following accounts effective September 1, 2003 (Revised Addendum B attached):

Add:

Kamco Industries, Inc.
Rubber Maid Corporation
Jideco, Inc.
Heartland Automotive, Inc.
Bowles Fluidics Corporation
Freightliner Corporation
Nyloncraft
MTD Products
MTD Products
LaVanture Products

Please return two signed and initialed copies and I will mail one back to you.

Regards,
Bruce A. Fassett
Vice President, Sales & Marketing
Phone 734-542-8239
Fax: 734-542-0303