



Michael L. Roberson
Assistant General Counsel

October 12, 2005

C. H. Raches, Inc.
1110 N. Opdyke Road
Auburn Hills, MI 48326-2637

RE: Sales Representative Agreement

To Whom It May Concern:

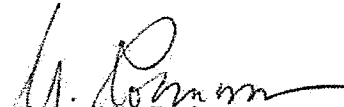
As you may be aware, on August 17, 2005, Creative Engineered Polymer Products, LLC ("CEPP"), a subsidiary of the Reserve Group in Akron, Ohio, completed its acquisition of the business and substantially all of the assets of Carlisle Engineered Products, Inc. ("CEP").

Pursuant to the terms and conditions of the Asset Purchase Agreement between CEP and CEPP, CEP transferred all of its sales representative agreements ("Agreements") to CEPP. Accordingly, you should direct all correspondence, billing and/or inquiries regarding your Agreement to Mr. Anthony Murru at CEPP. Mr. Murru's address is as follows:

Anthony Murru
3560 West Market Street
Suite 340
Akron, Ohio 44333

Thank you for your consideration in this matter.

Very truly yours,


Michael L. Roberson
Assistant General Counsel

MLR/cb

cc: Kevin Forster
Robert Bruno
Sigrid Valk-Feeney
Thomas Ubbing, Esq.

REPRESENTATION AGREEMENT

This Representation Agreement ("Agreement") made in duplicate this 1st day of September 1, 2001 by and between Carlisle Engineered Products, Inc., a corporation existing under the laws of Delaware (hereinafter called the "Company"), and C. H. Raches, Inc., a corporation existing under the laws of Michigan, (hereinafter called the "Sales Representative")

In consideration of the mutual promises contained herein and for other good and valuable consideration, the Sales Representative and the Company agree as follows:

A. APPOINTMENT OF SALES REPRESENTATIVE

1. APPOINTMENT AND PRODUCTS

The company hereby grants to the Sales Representative, upon the terms and conditions set forth in this Agreement, the right to take orders for the products manufactured by the Company and listed in Exhibit A attached hereto and made a part hereof, (hereinafter "Products"), within the territory as defined below.

2. TERRITORY

The Sales Representative's area of responsibility with respect to the sale of the Products is referred to in this Agreement as the "Territory". The boundaries of the Territory are as set forth in Exhibit B and may be amended from time to time by the mutual agreement of the parties.

3. ACCEPTANCE

The Sales Representative accepts the appointment granted above and agrees to comply with all of the terms and conditions of this Agreement.

4. STATUS OF PARTIES - INDEPENDENT CONTRACTOR

The Sales Representative is and will hold itself out to be an independent contractor and not an agent, partner or employee of the Company. The Sales Representative is not authorized to execute in the name of the Company or on its behalf any contract, check, note or written instrument, nor to pledge the credit of the Company or to bind or obligate the Company in any way. The Sales Representative shall pay all of its expenses incident to carrying out this Agreement, including but not limited to, travel and lodging expenses.

B. SALE OF PRODUCTS

1. SALES REPRESENTATIVE'S RESPONSIBILITY

The Sales Representative agrees to promote and encourage the sale to and acceptance by customers of the Products within the Territory for the purchase of Products as set forth in Exhibit A. The Sales Representative agrees that it will undertake the promotion and sale of the Products in a conscientious manner, that it will maintain a sufficient, efficient and competent staff of employees, including but not limited to sales personnel, that it will utilize the resources of its entire organization in promptly attending to inquiries and in soliciting new business, and that it will in all ways be active and aggressive in promoting and selling the Products and in building up and enlarging interest in the Company and the Products. The Sales Representative agrees to supply an annual marketing plan.. Further the Company may require the Sales Representative, as a condition to maintaining its status as a Sales Representative, to complete such training and certification procedures with respect to the Products as shall be prescribed by the Company from time to time.

2. COMPANY'S RESPONSIBILITY-MATERIALS, CATALOGUES AND PAMPHLETS

The Company shall, from time to time, make available to the Sales Representative reasonable quantities of available sales and engineering data, specification sheets, proposals, literature and other available materials of the Company pertaining to the Products for use by the Sales Representative in developing the sale and acceptance of the Products.

C. APPROVAL OF ORDER

1. All orders placed by the Sales Representative with respect to the Products are subject to the acceptance and approval by the Company. All quotations by the Sales Representative shall contain a statement to that effect. The company will be required to fill an order from the Sales Representative only if such order is accepted by the Company.

2. The Company shall, with reasonable diligence, execute all orders for the Products received from the Sales Representative which are approved and accepted by the Company; provided however, that the Company expressly reserves the right at any time to defer, postpone or forego any shipments of Products due to procedures or priorities established by any state, federal or local government or because of production failures, strikes or other labor disturbances, inability or delay in obtaining raw-materials or other

supplies, floods, fires, accidents, wars or other causes or conditions beyond the control of the Company and the Company shall not be liable to the Sales Representative for any damages caused by any such failure to execute such orders, including but not limited to loss of profits, incidental damages and consequential damages.

D. COMMISSION

The Company shall pay the Sales Representative a commission as specified in Exhibit C attached hereto, and made a part hereof, on the net invoice price of all sales of Products to the Territory pursuant to orders placed by the Sales Representative and accepted by the Company pursuant to this Agreement.

E. SHIPMENT AND RISK OF LOSS

Shipments of the Products to the customers solicited by the Sales Representative will be made F.O.B. Company's plant. The customer shall pay all shipping costs from the point of shipment, including but not limited to, freight (less such freight allowances as may be granted from time to time by Company), insurance, taxes, import duties, custom duties, and all other incidental charges related thereto. Risk of loss will be borne by the Company up to the time the Products are delivered to the initial carrier for shipment. From and after the time of such delivery, the risk of loss will be borne by the customer. The making of freight damage claims against the carrier shall be the responsibility of the customer; however, if requested by the Sales Representative and customer, the Company may in its discretion assist the Sales Representative in making such claims against the carrier.

F. WARRANTY

1. All Products are subject to the rights and limitations of the Product's warranty of the Company, as in effect on the date of this Agreement and as amended by the Company from time to time.

2. The warranty terms in effect on the date of Product shipment by the Company of any warranty claim shall be the limit of the Company's liability and neither the Sales Representative nor any Company employee or person other than an authorized officer of the Company may alter or extend the warranty. Any alteration or extension by an authorized officer of the Company must be in writing.

G. TRADEMARKS, TRADE NAMES AND PATENTS

The Sales Representative shall refrain from using either directly or indirectly, in whole or in part, any trademark or trade or corporate name of the Company, its parent or affiliates or any trademark or trade or corporate name confusingly similar thereto except pursuant to the consent of the Company given in writing to the Sales Representative. All use of any trademarks appearing on the Company's Products, or other materials purchased by the Sales Representative shall not be removed or altered by the Sales Representative, and no other trademarks shall be placed on the Products or other materials. Any proposed use by the Sales Representative of trade names or trademarks owned by the Company, its parent or affiliates must be approved in writing by the Company prior to the institution of such use, provided however that unaltered Products and packaging received from the Company shall be deemed to be approved. The Sales Representative agrees that if such consent is so given by the Company, the Sales Representative does not there by secure any right, title or interest in or to such trademarks or trade names, but that all use thereof shall inure to the benefit of the Company. The Sales Representative agrees to assign without cost to the Company any rights it has or may acquire in the trademarks appearing on the Products or other materials. As a condition to any consent by the Company to allow the Sales Representative to use any of the Company's, its parent's or affiliates trademarks or trade names, the Sales Representative agrees to cooperate fully with the Company to register the Sales Representative as a user of such trademarks or trade names under any applicable local law.

H. DURATION OF AGREEMENT - TERMINATION

1. DURATION

This Agreement shall continue in full force and effect from September 1, 2001 until terminated by written notice from either party to the other party at least twelve (12) months prior to the termination date. Notice of termination may not be given prior to December 31, 2002.

2. TERMINATION

Either party may at any time terminate this Agreement immediately upon written notice to the other party in the event of (i) a breach of the terms of this Agreement with the Company that has not been cured within thirty (30) days after the breaching party has received written notice thereof.; (ii) 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; (iii) 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; (iv) the other party becomes insolvent or generally fails to pay its debt as such debts become due, whether or not such other party is otherwise in default; or (v) a change in the ownership or control of the Sales Representative.

3. RETURN OF MATERIALS

Upon the termination of this Agreement, however brought about, the Sales Representative shall return to the Company all sales and engineering data, specification sheets, proposals, literature and other such materials furnished to the Sales Representative by the Company, at the Sales Representative's expense.

4. UNPAID COMMISSIONS

(a) Upon termination of this Agreement, for new Product orders secured prior to termination date, commissions will be paid for the first twelve months of production shipments. In addition, upon termination of this Agreement, except as outlined in Paragraph H, Section 2, commissions will continue to be paid on all orders secured prior to termination date to the extent that such orders have been solicited by Representative as set forth in Addendum C for a period of twelve (12) months beyond the termination date.

(b) However, in the event of termination by the Sales Representative and representation of a competitor by the Sales Representative, no commissions will be earned after the termination date and final payment will be payable by the 25th of the month following the effective date of the termination or start of representation of a competitor whichever is the later date.

5. WAIVER OF DAMAGES

The termination of this Agreement by either party, however brought about, shall not entitle the Sales Representative to any termination or severance compensation, except as provided in Paragraph H, Section 4 hereof, or to any payment in respect to any goodwill established by the Sales Representative during the term of this Agreement or render the Company liable for damages on account of the loss of prospective profits or on account of any expenditure, investment or obligation incurred or made by the Sales Representative.

6. USE OF TRADEMARKS AND TRADE NAMES

Upon the termination of this Agreement, however brought about, the Sales Representative shall immediately discontinue the use of all trademarks and trade names of the Company.

7. UNFILLED ORDERS

In the event of the termination of this Agreement pursuant to Paragraph H, Section 2, the Company reserves the right to cancel any order which has not been shipped as of the date of such termination.

I. CONFIDENTIAL INFORMATION

The Sales Representative recognizes and acknowledges the competitive value and confidential nature of certain 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. The Sales Representative agrees that it will not disclose any of the Company's confidential Information to any third party other than performing its obligations under this agreement, 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 Sales Representatives, employees or agents who need to know such Confidential Information for the proper discharge of their duties and who agree to keep such Confidential Information and to be bound by this Agreement to the same extent as if they were parties to this Agreement. The Sales Representative agrees that money damages would not be a sufficient remedy for any disclosure of the Confidential information by either Sales Representative or its employees and agent, and that, in addition to all other remedies, the Company shall be entitled to specific performance and injunctive or other equitable relief as a remedy for such breach.

J. 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 that are competitive with the Products.

K. NOTICE

Any notice or other communication required by this Agreement will be deemed to have been duly given when deposited, registered or certified air-mail, postage prepaid, and addressed to the party entitled to receive it at the address set forth below:

TO COMPANY: Carlisle Engineered Products, Inc.
Subsidiary of Carlisle Corporation
100 Seventh Ave., Suite 100
Chardon, OH 44024-1077
ATTENTION: President

TO SALES REPRESENTATIVE: C. H. Raches, Inc.
1100 N. Opdyke Road
Auburn Hills, MI 48326-2637
ATTENTION: President

L. GOVERNING LAW

This Agreement shall be governed by and construed in accordance with the laws of the State of Michigan.

M. ASSIGNABILITY

This Agreement shall be binding upon and inure to the benefit of parties hereto, and their successors and assigns, but may not be directly or indirectly assigned or transferred by the Sales Representative, in whole or in part, to any person, firm or corporation without the express written consent of the Company.

N. WAIVER

Failure to enforce any provision of this Agreement shall not be deemed to be a waiver of such provision. No waiver of any provision of this Agreement shall be effective unless in writing signed by the parties hereto, and then such waiver shall be effective only in the specific instance and for the specific purpose for which given.

O. CAPTIONS

The captions contained herein shall not be deemed to be a part of this Agreement but are inserted merely for the convenience of the parties.

P. ENTIRE AGREEMENT

This Agreement supersedes all agreements, either oral or written, existing prior to this date between the parties hereto. This Agreement and its Exhibits may not be altered, modified or amended, unless agreed to by the parties hereto in writing and signed by their authorized representatives.

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

"Company"

"Sales Representative"

CARLISLE ENGINEERED PRODUCTS, INC.

C. H. RACHES, INC.

By: *Bruce Hassett*

By: *Don Mulally*

Title: *Vice President, Sales and Marketing*

Title: *President*

Date: *September 10, 2001*

Date: *Sept 10, 2001*

EXHIBIT A

PRODUCTS

Date: 9/10/01

This agreement applies to all plastic injection molded and blow molded products offered for sale by Carlisle Engineered Products, to the accounts specified in Exhibit B ("TERRITORY").

EXHIBIT B

TERRITORY

Date: 9/10/01

Within North America, sales to the following customers:

General Motors Corporation

DaimlerChrysler Corporation

Delphi Energy & Chassis

- Flint, MI

Lear Corporation

- GM Business Unit

- DaimlerChrysler Business Unit

Magna Corporation

- Decoma

Budd Company

- Front End Components

- Bumper Components

EXHIBIT C

COMMISSIONS

Date: 9/10/01

1. COMPENSATION

(a) The Company shall pay to the Sales Representative commissions at rates identified in Section 2 of this Exhibit C. Commissions shall be computed on the net amount of the invoice rendered, after all trade discounts, freight and transportation charges and allowances, insurance, and the like, have been deducted; provided, however, there shall be no deductions for excess transportation or sorting costs due to quality control problems or late or untimely delivery made by the Company.

(b) The Company shall pay no commissions to the Sales Representative on the invoice amount of any tools, dies, prototypes, jigs, fixtures, development work, and/or engineering, which may be required and paid for by the customer in connection with the Products sold to the customer, but which remain the right, property or in the possession of the Company.

(c) The Company shall charge back against the Sales Representative's commission account the amount of any commissions already credited or paid to the Sales Representative in connection with any and all proper and allowable deductions made by the customer when remitting, such as, but not limited to adjustments for any returned goods. The Company shall also have the right to charge back against the Sales Representative's commission account the pro-rata amount of any commissions already credited or paid to the Sales Representative, when final settlement is made with a customer on other than a full payment basis, but it is expressly understood that the Company shall at all time exercise diligence in its endeavors to collect the full payment contained in the sales contract or order.

(d) Payments of commissions shall be monthly on or about the 25th day of the month following the month in which shipment has been made by the Company. In the event that the customer does not make payment of the net amount due on shipments, the Company shall deduct from future payments made to the Sales Representative the amount of commissions theretofore paid to the Sales Representative on the uncollected portion of the amount due to the Company.

(e) Should all costs incurred by Company for non-plastic components of "Assembled Products" be so high as to prevent Company from competitively selling such assembled products to a customer, then and in that event, Company and Representative shall use their best efforts to negotiate a mutually acceptable reduced commission with respect to such non-plastic components so that the sale of the Assembled Products can be made to such customer.

2. COMMISSIONS

Existing Products (i.e., Purchase Orders received prior to September 1, 2001).

Commission rates shall be those in effect at the time of Purchase Order placement.

New Products (i.e., Purchase Orders received on or after September 1, 2001).

<u>Year of Production</u>	<u>Commission Rate</u>
1	4%
2	3%
3 & Beyond	2%

First year commission rate shall remain in effect until twelve months of production shipments have been made. Start of production shall be determined to commence after pilot and line fill shipments.

If any new program exceeds ten million dollars (\$10,000,000) in total annual sales volume (based on volumes in the request for quotation times quoted price), then the Company and the Sales Representative may negotiate an optional or alternate mutually agreed upon rate scale for that specific program. Alternate rate scales must be agreed at the time of quoting and confirmed in writing.

High Material Content Products

As a policy guideline, when the purchased content, excluding resin and packaging, exceeds ten percent (10%) of the quoted price, then commission rate will be determined for the specific product by using a rate of 1% for the purchased content portion of the price and the appropriate rate, as specified above, for the remaining portion of the price.

Carlisle Engineered Products, Inc.
17187 North Laurel Park Drive, Suite 208
Livonia, MI 48152
Tel.: 734-542-8200 Fax: 734-542-0303



Carlisle Engineered Products

Mr. Ray Siwiec
C.H. Raches, Inc.
1100 N. Opdyke Road Suite 200
Auburn Hills, MI 48326-2637

April 29, 2004

Dear Ray,

This letter is to confirm amendment to our Sales Representation Agreement with C.H. Raches, Inc. and clarify accounts in Exhibit B, Territory. Effective January 1, 2004, the following accounts are to be added to the representation agreement:

ASC	Intier Seating (Magna Group)
A.G. Simpson	Mobis America
Ford Motor Company	Projx
Groupo Antolin	Rousch Technologies, Dearborn, MI
JSP International	Saleen
Lacks Industries	Tec Star
Intier Interiors (Magna Group)	

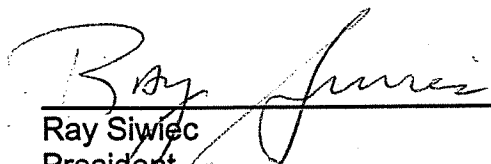
Also, effective January 1, 2004, the following account will be deleted from the Territory. Delphi Energy & Chassis
Note that commissions will continue to be earned on applicable product shipments to Delphi Energy & Chassis for which Purchase Orders were received prior to December 31, 2003.

Attached is a revised Exhibit B – Territory.
Please sign, initial, and return two copies and I will send a final signed copy for your file.

Sincerely,
CARLISLE ENGINEERED PRODUCTS, INC.

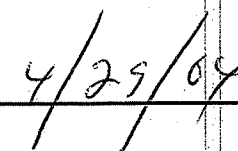
Bruce A. Fassett
Vice President, Sales and Marketing

Accepted by C.H. Raches, Inc.:



Ray Siwiec
President

Date



4/29/04

**EXHIBIT B
TERRITORY**

Date: January 1, 2004

Within North America, sales to the following customers:

- A.G. Simpson
- ASC
- Budd Company
- DaimlerChrysler Corporation
- Faurecia
- Ford Motor Company
- General Motors Corporation
- Grupo Antolin
- HP Pelzer (Automotive Systems), Inc.
- JSP International
- Lacks Industries
- Lear Corporation
 - DaimlerChrysler Business Unit
 - Ford Business Unit
 - GM Business Unit
- Magna Corporation
 - Decoma International, Inc.
 - Intier Automotive
 - Intier Interiors
 - Intier Seating
- Mobis America
- Plastic Omnium, Troy, MI
- Projx
- Pullman Industries, Troy, MI
- Rousch Technologies, Dearborn, MI
- Saleen
- Tec Star