

## AGREEMENT

This Agreement entered into this first (1st) day of January, 2002, by and between Second Chance Body Armor, Inc., having its principal place of business at 7915 Cameron Street, Central Lake, MI 49622, U.S.A. ("Second Chance") and Toyobo Co., Ltd., having its principal place of business at 2-8, Dojima Hama 2-chome, Kita-ku, Osaka 530-8230, Japan ("Toyobo"),

### WITNESSETH:

WHEREAS, Toyobo is engaged in, inter alia, the business of manufacturing and selling PBO fiber.

WHEREAS, PBO fiber may be used to make ballistic jackets.

WHEREAS, Second Chance manufactures ballistic jackets made from PBO fiber which it sells to the police force.

WHEREAS, Toyobo desires to promote the use of PBO fiber in the manufacture of ballistic jackets for sale to the police force.

WHEREAS, in order to promote the sale of PBO fiber to be used in the manufacturing of ballistic jackets for the police force, Toyobo wishes to make incentive payments to Second Chance.

NOW, THEREFORE, in consideration of the premises, covenants, terms, conditions set forth herein, the parties hereto agree as follow:

1. Toyobo shall pay to Second Chance the promotion fee listed below, based on the net weight of fabrics made of PBO fiber 555 dtex AS type which Second Chance purchases from weavers and converters of PBO fiber to be used in connection with the manufacture of ballistic jackets for the police force. Such amount is based upon invoices from weavers and converters of PBO fiber shipped to Second Chance and is to be payable by Toyobo to Second Chance every three (3) months during term hereof. Toyobo shall make such payment within one (1) month after the end of every three (3) months.

Promotion fee per kilogram	Effective date of Invoice from weavers and converters
\$32.5/kg for fabrics delivered by Hexcel Corp., Lincoln Fabrics, Barrday, Inc. and NI Teijin-Shoji(U.S.A.), Inc.	From January 1 <sup>st</sup> , 2002 until January 31 <sup>st</sup> , 2002
\$37.5/kg for fabrics delivered by Hexcel Corp., Lincoln Fabrics, Barrday, Inc. and NI Teijin-Shoji(U.S.A.), Inc.	From February 1 <sup>st</sup> , 2002 until March 31 <sup>st</sup> , 2002

\$42.5/kg for fabrics delivered by Hexcel Corp., Lincoln Fabrics, Barrday, Inc. and NI Teijin-Shoji(U.S.A.), Inc.	From April 1 <sup>st</sup> , 2002 until March 31 <sup>st</sup> , 2005
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2. This Agreement shall remain in effect from January 1, 2002 and continue, unless terminated earlier as provided for herein, until such time as is mutually agreed upon. The two Agreements dated December 25, 2000 concerning the rebate for PBO fabrics shall terminate upon execution of this Agreement.
3. This Agreement may be terminated by either party by providing not less than thirty (30) days notice in writing.
4. Second Chance shall submit the following reports to Toyobo according by the deadlines thereof.
  - (1) Quarterly estimation of PBO fiber consumption
    - by thirty (30) days before the beginning of every following quarter
  - (2) Result of PBO fiber consumption
    - within twenty (20) days after the end of every month
  - (3) Modification of estimation of PBO fiber consumption
    - immediately when the amount of PBO fiber consumption in result doubles that of the previous estimation or it probably reduces the estimation by half
5. Second Chance shall request that those weavers and converters, in turn, include their own purchase order number for PBO fiber on invoices from those weavers and converters of PBO fiber shipped to Second Chance.

IN WITNESS WHEREOF, the parties hereto have executed this Agreement on the date first above written.

Second Chance Body Armor, Inc.

Toyobo Co., Ltd.

By: JL McCrawey  
 Name: JL McCrawey  
 Title: Vice President  
OPERATIONS  
 Date: 5/17/02

By: Masakazu Saito  
 Name: Masakazu Saito  
 Title: General Manager  
876n Department  
 Date: Apr. 22, 2002