

OMB APPROVAL

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UNITED STATES
SECURITIES AND EXCHANGE COMMISSION
Washington, D.C. 20549
FORM 8-K

CURRENT REPORT

Pursuant to Section 13 OR 15(d) of The Securities Exchange Act of 1934

Date of Report (Date of earliest event reported) **February 16, 2011**

TRIMAS CORPORATION

(Exact name of registrant as specified in its charter)

Delaware
(State or other jurisdiction
of incorporation)

001-10716
(Commission
File Number)

38-2687639
(IRS Employer
Identification No.)

39400 Woodward Avenue, Suite 130, Bloomfield Hills, Michigan
(Address of principal executive offices)

48304
(Zip Code)

Registrant's telephone number, including area code **(248) 631-5400****Not Applicable**

(Former name or former address, if changed since last report)

Check the appropriate box below if the Form 8-K filing is intended to simultaneously satisfy the filing obligation of the registrant under any of the following provisions (see General Instruction A.2. below):

- Written communications pursuant to Rule 425 under the Securities Act (17 CFR 230.425)
- Soliciting material pursuant to Rule 14a-12 under the Exchange Act (17 CFR 240.14a-12)
- Pre-commencement communications pursuant to Rule 14d-2(b) under the Exchange Act (17 CFR 240.14d-2(b))
- Pre-commencement communications pursuant to Rule 13e-4(c) under the Exchange Act (17 CFR 240.13e-4(c))

Item 5.02. Departure of Directors or Certain Officers; Election of Directors; Appointment of Certain Officers; Compensatory Arrangements of Certain Officers.

Approval of Grant Instruments in connection with 2012 Long Term Incentive Awards and 2012 Transitional Awards

In 2012, the Corporation implemented a new long term incentive award program (the “2012 LTI”). In connection with its transition to the 2012 LTI, the Corporation will be making one-time awards in 2012 under a transitional program (the “2012 Transitional LTI”). Awards granted in connection with both the 2012 LTI and the 2012 Transitional LTI will be granted pursuant to the TriMas Corporation 2002 Long Term Equity Incentive Plan (the “2002 Plan”), the TriMas Corporation 2006 Long Term Equity Incentive Plan (the “2006 Plan”) and the TriMas Corporation 2011 Omnibus Incentive Compensation Plan (the “2011 Plan”), (collectively the “Plans”). Under the terms of the Plans and in connection with the 2012 LTI and the 2012 Transitional LTI, on February 16, 2012, the Compensation Committee approved new forms of restricted share award agreements (“RSAs”) and performance share unit agreements (“PSUs”) under the 2002 Plan, the 2006 Plan, and the 2011 Plan. The RSAs will vest in three equal installments on the first, second, and third anniversaries of the date of grant. The PSUs will vest in accordance with various performance-based vesting conditions which are consistent with the terms of the applicable plans.

The foregoing descriptions of the form award agreements are qualified in their entirety by the applicable agreements, copies of which are attached hereto as Exhibits 10.1 through 10.9 and incorporated herein by reference.

Item 9.01 Financial Statements and Exhibits.

(d) Exhibits. The following exhibits are furnished or filed, as applicable, herewith:

Exhibit No.	Description
10.1	Form of Performance Unit Agreement - 2012 LTI - under the 2002 Long Term Equity Incentive Plan
10.2	Form of Performance Unit Agreement - 2012 LTI - under the 2006 Long Term Equity Incentive Plan
10.3	Form of Performance Stock Unit Agreement - 2012 LTI - under the 2011 Omnibus Incentive Compensation Plan
10.4	Form of Restricted Share Agreement - 2012 LTI - under the 2002 Long Term Equity Incentive Plan
10.5	Form of Restricted Stock Agreement - 2012 LTI - under the 2006 Long Term Equity Incentive Plan
10.6	Form of Restricted Stock Agreement - 2012 LTI - under the 2011 Omnibus Incentive Compensation Plan
10.7	Form of Performance Unit Agreement - 2012 Transitional LTI - under the 2002 Long Term Equity Incentive Plan
10.8	Form of Performance Unit Agreement - 2012 Transitional LTI - under the 2006 Long Term Equity Incentive Plan
10.9	Form of Performance Stock Unit Agreement - 2012 Transitional LTI - under the 2011 Omnibus Incentive Compensation Plan

SIGNATURES

Pursuant to the requirements of the Securities Exchange Act of 1934, the registrant has duly caused this report to be signed on its behalf by the undersigned hereunto duly authorized.

TRIMAS CORPORATION

Date: February 22, 2012

By: /s/ Joshua A. Sherbin

Name: Joshua A. Sherbin

Title: Vice President, General Counsel and Secretary

TRIMAS CORPORATION

2002 LONG TERM EQUITY INCENTIVE PLAN

PERFORMANCE UNIT AGREEMENT

TriMas Corporation (“Company”), as permitted by the TriMas Corporation 2002 Long Term Equity Incentive Plan (“Plan”), grants to the individual listed below (“Grantee”), the opportunity to earn the Performance Units (“Performance Units”) in the amount designated in this Performance Unit Agreement (“Agreement”), subject to the terms and conditions of the Plan and this Agreement.

Unless otherwise defined in this Agreement or in Appendices A or B to this Agreement, the terms used in this Agreement have the same meaning as defined in the Plan. The term “Service Provider” as used in this Agreement means an individual actively providing services to the Company or a Subsidiary or Affiliate of the Company.

I. NOTICE OF PERFORMANCE UNIT AWARD

Grantee:	<i>[specify Grantee’s name]</i>
Date of Agreement:	<i>[month and day], 2012</i>
Grant Date:	<i>[month and day], 2012</i>
Number of Performance Units in Award:	<i>[number of shares]</i> , subject to lesser or greater number depending on achievement of performance goals
Performance Measurement Period:	Beginning on January 1, 2012, and continuing through December 31, 2014
Settlement Method:	Earned and vested Performance Units will be settled by delivery of one share of Common Stock for each Performance Unit being settled.

II. AGREEMENT

A. **Grant of Performance Units.** The Company grants to the Grantee (who, pursuant to this Award is a Participant in the Plan) the number of Performance Units set forth above, subject to adjustment as provided otherwise in this Agreement. The Performance Units granted under this Agreement are payable only in shares of Common Stock. Notwithstanding anything to the contrary anywhere else in this Agreement, the Performance Units in this Award are subject to the terms, definitions and provisions of the Plan, which are incorporated by reference into this Agreement.

1. **Vesting.** Grantee must be employed on the Settlement Date (as such term

is defined in Section II.A.7 below) to be eligible to vest in, and earn, any Performance Units. Any unvested Performance Units subject to this Award will be canceled and forfeited if the Grantee terminates the Grantee's services with the Company or a Subsidiary or Affiliate of the Company prior to the Settlement Date, except as designated otherwise in this Agreement. Any Performance Units that remain unearned after the "Determination Date" (as such term is defined in Appendix A) will be canceled and forfeited.

2. Performance Goals to Earn Performance Units. Grantee will only receive shares of Common Stock related to, and to the extent that, such shares are earned pursuant to the "Performance Goals" specified in Appendix A to this Agreement.

3. Rights of Grantee. This Award does not entitle the Grantee to any ownership interest in any actual shares of Common Stock unless and until such shares of Common Stock are issued to the Grantee pursuant to the terms of the Plan. Since no property is transferred until the shares of Common Stock are issued, the Grantee acknowledges and agrees that the Grantee cannot and will not attempt to make an election under Section 83(b) of the Code to include the fair market value of the Performance Units in the Grantee's gross income for the taxable year of the grant of this Award. Until shares of Common Stock are issued to the Grantee in settlement of earned and vested Performance Units under this Award, the Grantee will have none of the rights of a stockholder of the Company with respect to the shares of Common Stock issuable in settlement of the Performance Units, including the right to vote the shares of Common Stock and receive distributions other than dividends. Shares of Common Stock issuable in settlement of Performance Units will be delivered to the Grantee upon settlement in book entry form or in such other manner as the Administrator may determine.

4. Adjustments. In the event of any stock dividend, reclassification, subdivision or combination, or similar transaction affecting the Common Stock to which the Performance Units covered by this Award relate, the rights of the Grantee will be adjusted as provided in Section 4 of the Plan.

5. Termination of Services. Any unvested Performance Units subject to this Award will be forfeited if the Grantee voluntarily terminates the Grantee's services with the Company or a Subsidiary or Affiliate of the Company, or if the Grantee's services are terminated by the by the Company for any reason (other than death, Disability, or Retirement, as such terms are defined in Appendix B) before the Settlement Date. Notwithstanding the foregoing, if Grantee ceases to be a Service Provider during the performance period specified in the table above (the "Performance Period") as a result of Grantee's death or Disability, the Grantee shall receive a pro-rata portion of the number of Performance Units, if any, that are earned under Section II.A.2 due to the achievement of one or more performance measures specified in Appendix A, during the Performance Period. The pro-rata percentage of the number of the Performance Units to be earned and settled under Section II.A.7 shall be equal to (x) the amount determined under Section II.A.2 above at the end of the Performance Period, multiplied by (y) a fraction (not greater than 1), the numerator of which is the number of full calendar months the Grantee was employed or rendering services from the Grant Date through the date of the Grantee's termination, and the denominator

of which is 36. If a Participant ceases to be a Service Provider as a result of Participant's Retirement, the Committee may, *in its discretion*, permit Participant to receive a pro-rata portion of the number of Performance Units specified in Section I above, with the pro-rata percentage of the number of Performance Units to be vested to be determined in accordance with the immediately preceding sentence. Any Performance Units that are not earned and do not vest in accordance with the foregoing sentence shall terminate and be forfeited as of the date of the Grantee's termination. Further, the Company retains the right to accelerate the vesting (but not the time of payment) of all or a portion of the Performance Units subject to this Award, in which event a similar pro-rata determination as provided in the previous sentence will be apply.

6. Change in Control. If a Change in Control (as such term is defined in Appendix B) occurs prior to the end of the Performance Period, the Performance Units shall be subject to pro-rata vesting such that the number of Performance Units subject to this Award that shall become vested and non-forfeitable shall equal (x) the Target number of Performance Units, multiplied by (y) a fraction (not greater than 1), the numerator of which is the number of full calendar months the Grantee was employed or rendering services following the Grant Date through the date of the consummation of the Change in Control, and the denominator of which is 36. Any Performance Units that are not earned and do not vest in accordance with the foregoing sentence shall terminate and be forfeited as of the date of the Change in Control.

7. Determination of Performance Units Earned and Vested; Settlement. Upon the Administrator's certification of achievement of the Company's achievement of the Performance Goals (as described in Appendix A) and the Grantee's satisfaction of the vesting requirements in Section II.A.1 above, this Award shall be settled by issuing to the Grantee the number of shares of Common Stock determined pursuant to Appendix A and the Grantee's name shall be entered as the shareholder of record on the books of the Company. This settlement shall occur as soon practicable following the end of the Performance Period, but in no event later than March 15th following such Performance Period (the "Settlement Date"). Any unearned Performance Units will be canceled and forfeited. In all circumstances, the number of Performance Units earned or vested will be rounded down to the nearest whole Performance Unit, unless otherwise determined by the Administrator.

B. Other Terms and Conditions.

1. Non-Transferability of Award. Except as described below, this Award and the Performance Units subject to this Award may not be sold, pledged, assigned, hypothecated, transferred, or disposed of in any manner other than by will or by the laws of descent or distribution. Notwithstanding the foregoing, with the consent of the Administrator in its sole discretion, the Grantee may assign or transfer the Award and its underlying Performance Units to a "Permitted Assignee", if the Permitted Assignee is bound by and subject to all terms and conditions of the Plan and this Agreement, and the Permitted Assignee executes an agreement satisfactory to the Company evidencing these obligations. The terms of this Award are binding on the executors, administrators, heirs, successors and assigns of the Grantee.

2. **Withholding.** Grantee authorizes the Company to withhold from the shares of Common Stock to be delivered upon vesting of the Performance Units as payment the amount needed to satisfy any applicable income and employment tax withholding obligations, or Grantee agrees to tender sufficient funds to satisfy any applicable income and employment tax withholding obligations in connection with the vesting of the Performance Units and the resulting delivery of Common Stock under the Award.

3. **Dispute Resolution.** Grantee and the Company agree that any disagreement, dispute, controversy, or claim arising out of or relating to this Agreement, its interpretation, validity, or the alleged breach of this Agreement, will be settled exclusively and, consistent with the procedures specified in this Section B.3., irrespective of its magnitude, the amount in controversy, or the nature of the relief sought, in accordance with the following:

(a) **Negotiation.** In the event of any dispute, controversy, claim, question or disagreement arising from or relating to this Agreement or the breach of this Agreement, the Grantee and the Company will use their best efforts to settle the dispute, claim, question or disagreement. To this effect, they will consult and negotiate with each other in good faith and, recognizing their mutual interests, attempt to reach a just and equitable solution satisfactory to both parties.

(b) **Arbitration.** If the Grantee and the Company do not reach a solution within a period of 30 days, then, upon written notice by the Grantee to the Company or the Company to the Grantee, all disputes, claims, questions, controversies, or differences will be submitted to arbitration administered by the American Arbitration Association (the "AAA") in accordance with the provisions of its Employment Arbitration Rules (the "Arbitration Rules").

(1) **Arbitrator.** The arbitration will be conducted by one arbitrator skilled in the arbitration of executive employment matters. The parties to the arbitration will jointly appoint the arbitrator within 30 days after initiation of the arbitration. If the parties fail to appoint an arbitrator as provided above, an arbitrator with substantial experience in executive employment matters will be appointed by the AAA as provided in the Arbitration Rules. The Company will pay all of the fees, if any, and expenses of the arbitrator and the arbitration, unless otherwise determined by the arbitrator. Each party to the arbitration will be responsible for his/its respective attorneys fees or other costs of representation.

(2) **Location.** The arbitration will be conducted in Oakland County, Michigan.

(3) **Procedure.** At any oral hearing of evidence in connection with the arbitration, each party or its legal counsel will have the right to examine its witnesses and cross-examine the witnesses of any opposing party. No evidence of any witness may be presented in any form unless the opposing party or parties has the opportunity

to cross-examine the witness, except under extraordinary circumstances in which the arbitrator determines that the interests of justice require a different procedure.

(4) **Decision.** Any decision or award of the arbitrator is final and binding on the parties to the arbitration proceeding. The parties agree that the arbitration award may be enforced against the parties to the arbitration proceeding or their assets wherever they may be found and that a judgment upon the arbitration award may be entered in any court having jurisdiction.

(5) **Power.** Nothing contained in this Agreement may be deemed to give the arbitrator any authority, power, or right to alter, change, amend, modify, add to, or subtract from any of the provisions of this Agreement.

The provisions of this Section survive the termination or expiration of this Agreement, are binding on the Company's and Grantee's respective successors, heirs, personal representatives, designated beneficiaries and any other person asserting a claim described above, and may not be modified without the consent of the Company. To the extent arbitration is required, no person asserting a claim has the right to resort to any federal, state or local court or administrative agency concerning the claim unless expressly provided by federal statute, and the decision of the arbitrator is a complete defense to any action or proceeding instituted in any tribunal or agency with respect to any dispute, unless precluded by federal statute.

4. **Code Section 409A.** Without limiting the generality of any other provision of this Agreement, Sections 7(m) and 7(n) of the Plan pertaining to Code Section 409A are explicitly incorporated into this Agreement.

5. **No Continued Right as Service Provider.** Nothing in the Plan or in this Agreement confers on the Grantee any right to continue as a Service Provider of the Company or any Subsidiary or Affiliate of the Company, or may interfere with or restrict in any way the rights of the Company or any Subsidiary or Affiliate of the Company, which are hereby expressly reserved, to discharge the Grantee at any time for any reason whatsoever, with or without Cause, except to the extent expressly provided otherwise in a written employment agreement between the Grantee and the Company or any Subsidiary or Affiliate of the Company.

6. **Effect on Other Benefits.** In no event will the value, at any time, of the Performance Units or any other payment or right to payment under this Agreement be included as compensation or earnings for purposes of any other compensation, retirement, or benefit plan offered to employees of, or other Service Providers to, the Company or any Subsidiary or Affiliate of the Company unless otherwise specifically provided for in such plan.

7. **Unfunded and Unsecured General Creditor.** Grantee, as a holder of the Performance Units and rights under this Agreement has no rights other than those of a general creditor of the Company. The Performance Units represent an unfunded and unsecured obligation of the Company, subject to the terms and conditions of this Agreement and the Plan.

8. **Governing Law.** This Agreement is governed by and construed in accordance with the laws of the State of Michigan, notwithstanding conflict of law provisions.

(Signature Page Follows)

This Agreement may be executed in two or more counterparts, each of which is deemed an original and all of which constitute one document.

TRIMAS CORPORATION

By: ___
Name: Joshua A. Sherbin
Title: Vice President, General Counsel and Corporate Secretary

Dated: *[month and date]*, 2012

GRANTEE ACKNOWLEDGES AND AGREES THAT NOTHING IN THIS PERFORMANCE UNIT AGREEMENT, NOR IN THE COMPANY'S 2002 LONG TERM EQUITY INCENTIVE PLAN, WHICH IS INCORPORATED INTO THIS AGREEMENT BY REFERENCE, CONFERS ON GRANTEE ANY RIGHT WITH RESPECT TO CONTINUATION AS A SERVICE PROVIDER OF THE COMPANY OR ANY PARENT OR A SUBSIDIARY OR AFFILIATE OF THE COMPANY, NOR INTERFERES IN ANY WAY WITH GRANTEE'S RIGHT OR THE COMPANY'S RIGHT TO TERMINATE GRANTEE'S SERVICE PROVIDER RELATIONSHIP AT ANY TIME, WITH OR WITHOUT CAUSE AND WITH OR WITHOUT PRIOR NOTICE.

BY CLICKING THE "ACCEPT" BUTTON BELOW, GRANTEE ACKNOWLEDGES RECEIPT OF A COPY OF THE PLAN AND REPRESENTS THAT THE GRANTEE IS FAMILIAR WITH THE TERMS AND PROVISIONS OF THE PLAN. GRANTEE ACCEPTS THIS PERFORMANCE UNIT AWARD SUBJECT TO ALL OF THE TERMS AND PROVISIONS OF THIS AGREEMENT. GRANTEE HAS REVIEWED THE PLAN AND THIS AGREEMENT IN THEIR ENTIRETY. GRANTEE AGREES TO ACCEPT AS BINDING, CONCLUSIVE AND FINAL ALL DECISIONS OR INTERPRETATIONS OF THE ADMINISTRATOR UPON ANY QUESTIONS ARISING UNDER THE PLAN OR THIS AWARD.

**APPENDIX A
TO
PERFORMANCE UNIT AGREEMENT**

PERFORMANCE GOALS FOR PERFORMANCE UNIT AWARD

The actual number of Performance Units earned by the Grantee will be determined by the Committee by the March 1st following the end of the Performance Period (“Determination Date”), using data as of, and including, December 31, 2014 under the rules described below. Any Performance Units not earned as of the Determination Date will be canceled and forfeited.

1. The actual number of shares of Common Stock delivered to the Grantee in settlement of the Performance Units earned under this Agreement will be determined based on actual performance results, i.e., EPS CAGR and Cash Generation, as described below, subject to Section II.A.1 of the Agreement.
2. The Performance Units subject to this Award are earned based on the achievement of specific performance measures over the Performance Period (i.e., January 1, 2012 through December 31, 2014), and determined on the Determination Date.
3. The Performance Units subject to this Award that will actually be earned will be based on the achievement of the following performance measures:
 - (A) a measure tied to an earnings per share compounded annual growth rate (“EPS CAGR”); and
 - (B) a measure tied to Cash Generation.
4. The performance measures are weighted as follows:
 - (A) EPS CAGR = 75%; and
 - (B) Cash Generation = 25%.
5. For purposes of the performance measures:
 - (A) “EPS CAGR” means the cumulative average growth rate over the term of this Award of the diluted earnings per share from continuing operations as reported in the Company’s Income Statement within the applicable Form 10-Q and Form 10-K, plus or minus special items that may occur from time-to-time that the Administrator believes should adjust the as reported results for measurement of performance; and
 - (B) “Cash Generation” means the Company’s three-year cash flow from operating activities less capital expenditures, as reported in the Company’s Cash Flow Statement with the applicable Form 10-Q and Form 10-K, plus or minus special items that may occur from time-to-time, divided by the Company’s three-year income from continuing operations as reported in the Company’s Income Statement within the applicable Form 10-Q and Form 10-K, plus or minus special items that may occur from time-time-time.

6. The portion of the Performance Units subject to this Award that are tied to achievement of EPS CAGR will be determined in accordance with the table below, with the total value of such portion of this Award determined based on the level of EPS CAGR that is achieved:

EPS CAGR %

Award Payout
(Reflected as % of Performance Units Subject to EPS CAGR)

There will be no pro rata allocations between the achievement of EPS CAGR percentage levels, i.e., there will be no interpolation or rounding up between the specified EPS CAGR percentage levels.

7. The portion of the Performance Units subject to this Award that are tied to achievement of Cash Generation will be determined in accordance with the table below, with the total value of this Award determined based on the level of Cash Generation that is achieved:

Target
(Cash Generation %)

Award Payout
(Reflected as % of Performance Units Subject to Cash Generation)

There will be no pro rata allocations between the achievement of Cash Generation percentage levels, i.e., there will be no interpolation or rounding up between the specified Cash Generation percentage levels.

**APPENDIX B
TO
PERFORMANCE UNIT AGREEMENT**

For purposes of this Agreement:

“Change in Control” means (i) the dissolution or liquidation of the Company or a merger, consolidation, or reorganization of the Company with one or more other entities in which the Company is not the surviving entity, (ii) a sale of substantially all of the assets of the Company to another person or entity which does not constitute a “related person” to the Company, as such term is defined in the U. S. Treasury Regulations issued in connection with Code Section 409A, or (iii) any transaction (including without limitation a merger or reorganization in which the Company is the surviving entity) which results in any person or entity (other than persons who are stockholders or Affiliates immediately prior to the transaction) owning more than 50% of the combined voting power of all classes of stock of the Company.

“Disability” means a Participant’s physical or mental condition resulting from any medically determinable physical or mental impairment that renders such Participant incapable of engaging in any substantial gainful employment and that can be expected to result in death or that has lasted or can be expected to last for a continuous period of not less than 365 days. Notwithstanding the foregoing, a Participant shall not be deemed to be Disabled as a result of any condition that:

(a) was contracted, suffered, or incurred while such Participant was engaged in, or resulted from such Participant having engaged in, a felonious activity;

(b) resulted from an intentionally self-inflicted injury or an addiction to drugs, alcohol, or substances which are not administered under the direction of a licensed physician as part of a medical treatment plan; or

(c) resulted from service in the Armed Forces of the United States for which such Participant received or is receiving a disability benefit or pension from the United States, or from service in the armed forces of any other country irrespective of any disability benefit or pension.

“Retirement” means termination of Service with the consent of the Committee on or after age 55, or any other definition established by the Company’s Compensation Committee, in its discretion, either in any Award or in writing after the grant of any Award, provided that the definition of Retirement with respect to the timing of payment (and not merely vesting) of any Award subject to Code Section 409A cannot be changed after the Award is granted.

TRIMAS CORPORATION

2006 LONG TERM EQUITY INCENTIVE PLAN

PERFORMANCE UNIT AGREEMENT

TriMas Corporation (“Corporation”), as permitted by the TriMas Corporation 2006 Long Term Equity Incentive Plan (“Plan”), grants to the individual listed below (“Grantee”), the opportunity to earn the Performance Units (“Performance Units”) in the amount designated in this Performance Unit Agreement (“Agreement”), subject to the terms and conditions of the Plan and this Agreement.

Unless otherwise defined in this Agreement or in Appendices A or B to this Agreement, the terms used in this Agreement have the same meaning as defined in the Plan. The term “Service Provider” as used in this Agreement means an individual actively providing services to the Corporation or a Subsidiary of the Corporation.

I. NOTICE OF PERFORMANCE UNIT AWARD

Grantee:	<i>[specify Grantee’s name]</i>
Date of Agreement:	<i>[month and day]</i> , 2012
Grant Date:	<i>[month and day]</i> , 2012
Number of Performance Units in Award:	<i>[number of shares]</i> , subject to lesser or greater number depending on achievement of performance goals
Performance Measurement Period:	Beginning on January 1, 2012, and continuing through December 31, 2014
Settlement Method:	Earned and vested Performance Units will be settled by delivery of one share of Common Stock for each Performance Unit being settled.

II. AGREEMENT

A. Grant of Performance Units. The Corporation grants to the Grantee (who, pursuant to this Award is a Participant in the Plan) the number of Performance Units set forth above, subject to adjustment as provided otherwise in this Agreement. The Performance Units granted under this Agreement are payable only in shares of Common Stock. Notwithstanding anything to the contrary anywhere else in this Agreement, the Performance Units in this Award are subject to the terms, definitions and provisions of the Plan, which are incorporated by reference into this Agreement.

1. **Vesting.** The Grantee must be employed on the Settlement Date (as such term is defined in Section II.A.7 below) to be eligible to vest in, and earn, any Performance Units. Any unvested Performance Units subject to this Award will be canceled and forfeited if the Grantee terminates the Grantee's services with the Corporation or a Subsidiary of the Corporation prior to the Settlement Date, except as designated otherwise in this Agreement. Any Performance Units that remain unearned after the "Determination Date" (as such term is defined in Appendix A) will be canceled and forfeited.

2. **Performance Goals to Earn Performance Units.** Grantee will only receive shares of Common Stock related to, and to the extent that, such shares are earned pursuant to the "Performance Goals" specified in Appendix A to this Agreement.

3. **Rights of Grantee.** This Award does not entitle the Grantee to any ownership interest in any actual shares of Common Stock unless and until such shares of Common Stock are issued to the Grantee pursuant to the terms of the Plan. Since no property is transferred until the shares of Common Stock are issued, the Grantee acknowledges and agrees that the Grantee cannot and will not attempt to make an election under Section 83(b) of the Code to include the fair market value of the Performance Units in the Grantee's gross income for the taxable year of the grant of this Award. Until shares of Common Stock are issued to the Grantee in settlement of earned and vested Performance Units under this Award, the Grantee will have none of the rights of a stockholder of the Corporation with respect to the shares of Common Stock issuable in settlement of the Performance Units, including the right to vote the shares of Common Stock and receive distributions other than dividends. Shares of Common Stock issuable in settlement of Performance Units will be delivered to the Grantee upon settlement in book entry form or in such other manner as the Administrator may determine.

4. **Adjustments.** In the event of any stock dividend, reclassification, subdivision or combination, or similar transaction affecting the Common Stock to which the Performance Units covered by this Award relate, the rights of the Grantee will be adjusted as provided in Article X of the Plan.

5. **Termination of Services.** Any unvested Performance Units subject to this Award will be forfeited if the Grantee voluntarily terminates the Grantee's services with the Corporation or a Subsidiary of the Corporation, or if the Grantee's services are terminated by the by the Corporation for any reason (other than death, Disability, or Retirement, as such term is defined in Appendix B) before the Settlement Date. Notwithstanding the foregoing, if Grantee ceases to be a Service Provider during the performance period specified in the table above (the "Performance Period") as a result of Grantee's death or Disability, the Grantee shall receive a pro-rata portion of the number of Performance Units, if any, that are earned under Section II.A.2 due to the achievement of one or more performance measures specified in Appendix A, during the Performance Period. The pro-rata percentage of the number of the Performance Units to be earned and settled under Section II.A.7 shall be equal to (x) the amount determined under Section II.A.2 above at the end of the Performance Period, multiplied by (y) a fraction (not greater than 1), the numerator of which is the number of full calendar months the Grantee was employed or rendering services from the

Grant Date through the date of the Grantee's termination, and the denominator of which is 36. If a Participant ceases to be a Service Provider as a result of Participant's Retirement, the Committee may, *in its discretion*, permit Participant to receive a pro-rata portion of the number of Performance Units specified in Section I above, with the pro-rata percentage of the number of Performance Units to be vested to be determined in accordance with the immediately preceding sentence. Any Performance Units that are not earned and do not vest in accordance with the foregoing sentence shall terminate and be forfeited as of the date of the Grantee's termination. Further, the Corporation retains the right to accelerate the vesting (but not the time of payment) of all or a portion of the Performance Units subject to this Award, in which event a similar pro-rata determination as provided in the previous sentence will be apply.

6. Change in Control. If a Change in Control occurs prior to the end of the Performance Period, the Performance Units shall be subject to pro-rata vesting such that the number of Performance Units subject to this Award that shall become vested and non-forfeitable shall equal (x) the Target number of Performance Units, multiplied by (y) a fraction (not greater than 1), the numerator of which is the number of full calendar months the Grantee was employed or rendering services following the Grant Date through the date of the consummation of the Change in Control, and the denominator of which is 36. Any Performance Units that are not earned and do not vest in accordance with the foregoing sentence shall terminate and be forfeited as of the date of the Change in Control.

7. Determination of Performance Units Earned and Vested; Settlement. Upon the Administrator's certification of achievement of the Corporation's achievement of the Performance Goals (as described in Appendix A) and the Grantee's satisfaction of the vesting requirements in Section II.A.1 above, this Award shall be settled by issuing to the Grantee the number of shares of Common Stock determined pursuant to Appendix A and the Grantee's name shall be entered as the shareholder of record on the books of the Corporation. This settlement shall occur as soon as practicable following the end of the Performance Period, but in no event later than the March 15th following such Performance Period (the "Settlement Date"). Any unearned Performance Units will be canceled and forfeited. In all circumstances, the number of Performance Units earned or vested will be rounded down to the nearest whole Performance Unit, unless otherwise determined by the Administrator.

B. Other Terms and Conditions.

1. Non-Transferability of Award. Except as described below, this Award and the Performance Units subject to this Award may not be sold, pledged, assigned, hypothecated, transferred, or disposed of in any manner other than by will or by the laws of descent or distribution. Notwithstanding the foregoing, with the consent of the Administrator in its sole discretion, the Grantee may assign or transfer the Award and its underlying Performance Units to a "Permitted Assignee", if the Permitted Assignee is bound by and subject to all terms and conditions of the Plan and this Agreement, and the Permitted Assignee executes an agreement satisfactory to the Corporation evidencing these obligations. The terms of this Award are binding on the executors, administrators, heirs, successors and assigns of the Grantee.

2. **Withholding.** Grantee authorizes the Corporation to withhold from the shares of Common Stock to be delivered upon vesting of the Performance Units as payment the amount needed to satisfy any applicable income and employment tax withholding obligations, or Grantee agrees to tender sufficient funds to satisfy any applicable income and employment tax withholding obligations in connection with the vesting of the Performance Units and the resulting delivery of Common Stock under the Award.

3. **Dispute Resolution.** Grantee and the Corporation agree that any disagreement, dispute, controversy, or claim arising out of or relating to this Agreement, its interpretation, validity, or the alleged breach of this Agreement, will be settled exclusively and, consistent with the procedures specified in this Section B.3., irrespective of its magnitude, the amount in controversy, or the nature of the relief sought, in accordance with the following:

(a) **Negotiation.** In the event of any dispute, controversy, claim, question or disagreement arising from or relating to this Agreement or the breach of this Agreement, the Grantee and the Corporation will use their best efforts to settle the dispute, claim, question or disagreement. To this effect, they will consult and negotiate with each other in good faith and, recognizing their mutual interests, attempt to reach a just and equitable solution satisfactory to both parties.

(b) **Arbitration.** If the Grantee and the Corporation do not reach a solution within a period of 30 days, then, upon written notice by the Grantee to the Corporation or the Corporation to the Grantee, all disputes, claims, questions, controversies, or differences will be submitted to arbitration administered by the American Arbitration Association (the "AAA") in accordance with the provisions of its Employment Arbitration Rules (the "Arbitration Rules").

(1) **Arbitrator.** The arbitration will be conducted by one arbitrator skilled in the arbitration of executive employment matters. The parties to the arbitration will jointly appoint the arbitrator within 30 days after initiation of the arbitration. If the parties fail to appoint an arbitrator as provided above, an arbitrator with substantial experience in executive employment matters will be appointed by the AAA as provided in the Arbitration Rules. The Corporation will pay all of the fees, if any, and expenses of the arbitrator and the arbitration, unless otherwise determined by the arbitrator. Each party to the arbitration will be responsible for his/its respective attorneys fees or other costs of representation.

(2) **Location.** The arbitration will be conducted in Oakland County, Michigan.

(3) **Procedure.** At any oral hearing of evidence in connection with the arbitration, each party or its legal counsel will have the right to examine its witnesses and cross-examine the witnesses of any opposing party. No evidence of any witness may be presented in any form unless the opposing party or parties has the opportunity

to cross-examine the witness, except under extraordinary circumstances in which the arbitrator determines that the interests of justice require a different procedure.

(4) **Decision.** Any decision or award of the arbitrator is final and binding on the parties to the arbitration proceeding. The parties agree that the arbitration award may be enforced against the parties to the arbitration proceeding or their assets wherever they may be found and that a judgment upon the arbitration award may be entered in any court having jurisdiction.

(5) **Power.** Nothing contained in this Agreement may be deemed to give the arbitrator any authority, power, or right to alter, change, amend, modify, add to, or subtract from any of the provisions of this Agreement.

The provisions of this Section survive the termination or expiration of this Agreement, are binding on the Corporation's and Grantee's respective successors, heirs, personal representatives, designated beneficiaries and any other person asserting a claim described above, and may not be modified without the consent of the Corporation. To the extent arbitration is required, no person asserting a claim has the right to resort to any federal, state or local court or administrative agency concerning the claim unless expressly provided by federal statute, and the decision of the arbitrator is a complete defense to any action or proceeding instituted in any tribunal or agency with respect to any dispute, unless precluded by federal statute.

4. **Code Section 409A.** Without limiting the generality of any other provision of this Agreement, Section 11.9 of the Plan pertaining to Code Section 409A is explicitly incorporated into this Agreement.

5. **No Continued Right as Service Provider.** Nothing in the Plan or in this Agreement confers on the Grantee any right to continue as a Service Provider of the Corporation or any Subsidiary of the Corporation, or may interfere with or restrict in any way the rights of the Corporation or any Subsidiary of the Corporation, which are hereby expressly reserved, to discharge the Grantee at any time for any reason whatsoever, with or without Cause, except to the extent expressly provided otherwise in a written employment agreement between the Grantee and the Corporation or any Subsidiary of the Corporation.

6. **Effect on Other Benefits.** In no event will the value, at any time, of the Performance Units or any other payment or right to payment under this Agreement be included as compensation or earnings for purposes of any other compensation, retirement, or benefit plan offered to employees of, or other Service Providers to, the Corporation or any Subsidiary of the Corporation unless otherwise specifically provided for in such plan.

7. **Unfunded and Unsecured General Creditor.** Grantee, as a holder of the Performance Units and rights under this Agreement has no rights other than those of a general creditor of the Corporation. The Performance Units represent an unfunded and unsecured obligation of the Corporation, subject to the terms and conditions of this Agreement and the Plan.

8. **Governing Law.** This Agreement is governed by and construed in accordance with the laws of the State of Michigan, notwithstanding conflict of law provisions.(Signature Page Follows)

This Agreement may be executed in two or more counterparts, each of which is deemed an original and all of which constitute one document.

TRIMAS CORPORATION

By: ___
Name: Joshua A. Sherbin
Title: Vice President, General Counsel and Corporate Secretary

Dated: *[month and date]*, 2012

GRANTEE ACKNOWLEDGES AND AGREES THAT NOTHING IN THIS PERFORMANCE UNIT AGREEMENT, NOR IN THE CORPORATION'S 2006 LONG TERM EQUITY INCENTIVE PLAN, WHICH IS INCORPORATED INTO THIS AGREEMENT BY REFERENCE, CONFERS ON GRANTEE ANY RIGHT WITH RESPECT TO CONTINUATION AS A SERVICE PROVIDER OF THE CORPORATION OR ANY PARENT OR SUBSIDIARY OF THE CORPORATION, NOR INTERFERES IN ANY WAY WITH GRANTEE'S RIGHT OR THE CORPORATION'S RIGHT TO TERMINATE GRANTEE'S SERVICE PROVIDER RELATIONSHIP AT ANY TIME, WITH OR WITHOUT CAUSE AND WITH OR WITHOUT PRIOR NOTICE.

BY CLICKING THE "ACCEPT" BUTTON BELOW, GRANTEE ACKNOWLEDGES RECEIPT OF A COPY OF THE PLAN AND REPRESENTS THAT THE GRANTEE IS FAMILIAR WITH THE TERMS AND PROVISIONS OF THE PLAN. GRANTEE ACCEPTS THIS PERFORMANCE UNIT AWARD SUBJECT TO ALL OF THE TERMS AND PROVISIONS OF THIS AGREEMENT. GRANTEE HAS REVIEWED THE PLAN AND THIS AGREEMENT IN THEIR ENTIRETY. GRANTEE AGREES TO ACCEPT AS BINDING, CONCLUSIVE AND FINAL ALL DECISIONS OR INTERPRETATIONS OF THE ADMINISTRATOR UPON ANY QUESTIONS ARISING UNDER THE PLAN OR THIS AWARD.

**APPENDIX A
TO
PERFORMANCE UNIT AGREEMENT**

PERFORMANCE GOALS FOR PERFORMANCE UNIT AWARD

The actual number of Performance Units earned by the Grantee will be determined by the Committee by the March 1st following the end of the Performance Period (“Determination Date”), using data as of, and including, December 31, 2014 under the rules described below. Any Performance Units not earned as of the Determination Date will be canceled and forfeited.

1. The actual number of shares of Common Stock delivered to the Grantee in settlement of the Performance Units earned under this Agreement will be determined based on actual performance results, i.e., EPS CAGR and Cash Generation, as described below, subject to Section II.A.1 of the Agreement.
2. The Performance Units subject to this Award are earned based on the achievement of specific performance measures over the Performance Period (i.e., January 1, 2012 through December 31, 2014), and determined on the Determination Date.
3. The Performance Units subject to this Award that will actually be earned will be based on the achievement of the following performance measures:
 - (A) a measure tied to an earnings per share compounded annual growth rate (“EPS CAGR”); and
 - (B) a measure tied to Cash Generation.
4. The performance measures are weighted as follows:
 - (A) EPS CAGR = 75%; and
 - (B) Cash Generation = 25%.
5. For purposes of the performance measures:
 - (A) “EPS CAGR” means the cumulative average growth rate over the term of this Award of the diluted earnings per share from continuing operations as reported in the Corporation’s Income Statement within the applicable Form 10-Q and Form 10-K, plus or minus special items that may occur from time-to-time that the Administrator believes should adjust the as reported results for measurement of performance; and
 - (B) “Cash Generation” means the Corporation’s three-year cash flow from operating activities less capital expenditures, as reported in the Corporation’s Cash Flow Statement with the applicable Form 10-Q and Form 10-K, plus or minus special items that may occur from time-to-time, divided by the Corporation’s three-year income from continuing operations as reported in the Corporation’s Income Statement within the applicable Form 10-Q and Form 10-K, plus or minus special items that may occur from time-time-time.

6. The portion of the Performance Units subject to this Award that are tied to achievement of EPS CAGR will be determined in accordance with the table below, with the total value of such portion of this Award determined based on the level of EPS CAGR that is achieved:

EPS CAGR %

Award Payout
(Reflected as % of Performance Units Subject to EPS CAGR)

There will be no pro rata allocations between the achievement of EPS CAGR percentage levels, i.e., there will be no interpolation or rounding up between the specified EPS CAGR percentage levels.

7. The portion of the Performance Units subject to this Award that are tied to achievement of Cash Generation will be determined in accordance with the table below, with the total value of this Award determined based on the level of Cash Generation that is achieved:

Target
(Cash Generation %)

Award Payout
(Reflected as % of Performance Units Subject to Cash Generation)

There will be no pro rata allocations between the achievement of Cash Generation percentage levels, i.e., there will be no interpolation or rounding up between the specified Cash Generation percentage levels.

**APPENDIX B
TO
PERFORMANCE UNIT AGREEMENT**

For purposes of this Agreement:

“Retirement” means termination of Service with the consent of the Committee on or after age 55, or any other definition established by the Corporation’s Compensation Committee, in its discretion, either in any Award or in writing after the grant of any Award, provided that the definition of Retirement with respect to the timing of payment (and not merely vesting) of any Award subject to Code Section 409A cannot be changed after the Award is granted.

TRIMAS CORPORATION

2011 OMNIBUS INCENTIVE COMPENSATION PLAN

PERFORMANCE STOCK UNIT AGREEMENT

TriMas Corporation (“Corporation”), as permitted by the TriMas Corporation 2011 Omnibus Incentive Compensation Plan (“Plan”), grants to the individual listed below (“Grantee”), the opportunity to earn the Performance Stock Units (“PSUs”) in the amount designated in this Performance Stock Unit Agreement (“Agreement”), subject to the terms and conditions of the Plan and this Agreement.

Unless otherwise defined in this Agreement or in Appendices A or B to this Agreement, the terms used in this Agreement have the same meaning as defined in the Plan; provided, however, that, as permitted by Section 10.1 of the Plan, the PSUs awarded in this Agreement consist solely of Restricted Stock Units (with performance conditions) under the Plan. The term “Service Provider” as used in this Agreement means an individual actively providing services to the Corporation or a Subsidiary or Affiliate of the Corporation.

I. NOTICE OF PSU AWARD

Grantee:	<i>[specify Grantee’s name]</i>
Date of Agreement:	<i>[month and day], 2012</i>
Grant Date:	<i>[month and day], 2012</i>
Number of PSUs in Award:	<i>[number of shares]</i> , subject to lesser or greater number depending on achievement of performance goals
Performance Period:	Beginning on January 1, 2012, and continuing through December 31, 2014
Settlement Method:	Earned and vested PSUs will be settled by delivery of one share of Stock for each PSU being settled.

II. AGREEMENT

A. Grant of PSUs. The Corporation grants to the Grantee (who, pursuant to this Award is a Participant in the Plan) the number of PSUs set forth above, subject to adjustment as provided otherwise in this Agreement. The PSUs granted under this Agreement are payable only in shares of Stock. Notwithstanding anything to the contrary anywhere else in this Agreement, the PSUs in

this Award are subject to the terms, definitions and provisions of the Plan, which are incorporated by reference into this Agreement.

1. **Vesting.** Grantee must be employed on the Settlement Date (as such term is defined in Section II.A.7 below) to be eligible to vest in, and earn, any PSUs. Any unvested PSUs subject to this Award will be canceled and forfeited if the Grantee terminates the Grantee's services with the Corporation or a Subsidiary or Affiliate of the Corporation prior to the Settlement Date, except as designated otherwise in this Agreement. Any PSUs that remain unearned after the "Determination Date" (as such term is defined in Appendix A) will be canceled and forfeited.

2. **Performance Goals to Earn PSUs.** Grantee will only receive shares of Stock related to, and to the extent that, such shares are earned pursuant to the "Performance Goals" specified in Appendix A to this Agreement.

3. **Rights of Grantee.** This Award does not entitle the Grantee to any ownership interest in any actual shares of Stock unless and until such shares of Stock are issued to the Grantee pursuant to the terms of the Plan. Since no property is transferred until the shares of Stock are issued, the Grantee acknowledges and agrees that the Grantee cannot and will not attempt to make an election under Section 83(b) of the Code to include the fair market value of the PSUs in the Grantee's gross income for the taxable year of the grant of this Award. Until shares of Stock are issued to the Grantee in settlement of earned and vested PSUs under this Award, the Grantee will have none of the rights of a stockholder of the Corporation with respect to the shares of Stock issuable in settlement of the PSUs, including the right to vote the shares of Stock and receive distributions other than dividends. Shares of Stock issuable in settlement of PSUs will be delivered to the Grantee upon settlement in book entry form or in such other manner as the Committee may determine.

4. **Adjustments.** In the event of any stock dividend, reclassification, subdivision or combination, or similar transaction affecting the Stock to which the PSUs covered by this Award relate, the rights of the Grantee will be adjusted as provided in Section 17 of the Plan.

5. **Termination of Services.** Any unvested PSUs subject to this Award will be forfeited if the Grantee voluntarily terminates the Grantee's services with the Corporation or a Subsidiary or Affiliate, or if the Grantee's services are terminated by the Corporation for any reason (other than death, Disability, or Retirement) before the Settlement Date. Notwithstanding the foregoing, if Grantee ceases to be Service Provider during the performance period specified in the table above (the "Performance Period") as a result of Grantee's death or Disability, the Grantee shall receive a pro-rata portion of the number of PSUs, if any, that are earned under Section II.A.2 due to the achievement of one or more performance measures specified in Appendix A during the Performance Period. The pro-rata percentage of the number of PSUs to be earned and settled under Section II.A.7 shall be equal to (x) the amount determined under Section II.A.2 above at the end of the Performance Period, multiplied by (y) a fraction (not greater than 1), the numerator of which is the number of full calendar months the Grantee was employed or rendering services from the Grant Date through the date of the Grantee's termination, and the denominator of which is 36. If

a Participant ceases to be a Service Provider as a result of Participant's Retirement, the Committee may, *in its discretion*, permit Participant to receive a pro-rata portion of the number of PSUs specified in Section 1 above, with the pro-rata percentage of the number of PSUs to be vested to be determined in accordance with the immediately preceding sentence. Any PSUs that are not earned and do not vest in accordance with the foregoing sentence shall terminate and be forfeited as of the date of the Grantee's termination. Further, the Corporation retains the right to accelerate the vesting (but not the time of payment) of all or a portion of the PSUs subject to this Award, in which event a similar pro-rata determination as provided in the previous sentence will be apply.

6. Change in Control. If a Change in Control occurs prior to the end of the Performance Period, the PSUs shall be subject to pro-rata vesting such that the number of PSUs subject to the Award that shall become vested and non-forfeitable shall equal (x) the Target number of PSUs, multiplied by (y) a fraction (not greater than 1), the numerator of which is the number of full calendar months the Grantee was employed or rendering services following the Grant Date through the date of the consummation of the Change in Control, and the denominator of which is 36. Any PSUs that are not earned and do not vest in accordance with the foregoing sentence shall terminate and be forfeited as of the date of the Change in Control.

7. Determination of PSUs Earned and Vested; Settlement. Upon the Committee's certification of achievement of the Corporation's Performance Goals (as described in Appendix A), and the Participant's satisfaction of the vesting requirements in Section II.A.1 above, this Award shall be settled by issuing to the Grantee the number of Shares of Stock determined pursuant to Appendix A and the Grantee's name shall be entered as the shareholder of record on the books of the Corporation. This settlement shall occur as soon as practicable following the end of the Performance Period, but in no event later than the March 15th following such Performance Period (the "Settlement Date"). Any unearned PSUs will be canceled and forfeited. In all circumstances, the number of PSUs earned or vested will be rounded down to the nearest whole PSU, unless otherwise determined by the Committee.

B. Other Terms and Conditions.

1. Non-Transferability of Award. Except as described below, this Award and the PSUs subject to this Award may not be sold, pledged, assigned, hypothecated, transferred, or disposed of in any manner other than by will or by the laws of descent or distribution. Notwithstanding the foregoing, with the consent of the Committee in its sole discretion, the Grantee may assign or transfer this Award and its underlying PSUs to a "Permitted Assignee", if the Permitted Assignee is bound by and subject to all terms and conditions of the Plan and this Agreement, and the Permitted Assignee executes an agreement satisfactory to the Corporation evidencing these obligations. The terms of this Award are binding on the executors, administrators, heirs, successors and assigns of the Grantee.

2. Withholding. Grantee authorizes the Corporation to withhold from the shares of Stock to be delivered upon vesting of the PSUs as payment the amount needed to satisfy any applicable income and employment tax withholding obligations, or Grantee agrees to tender

sufficient funds to satisfy any applicable income and employment tax withholding obligations in connection with the vesting of the PSUs and the resulting delivery of Stock under this Award.

3. Dispute Resolution. Grantee and the Corporation agree that any disagreement, dispute, controversy, or claim arising out of or relating to this Agreement, its interpretation, validity, or the alleged breach of this Agreement, will be settled exclusively and, consistent with the procedures specified in this Section B.3., irrespective of its magnitude, the amount in controversy, or the nature of the relief sought, in accordance with the following:

(a) **Negotiation.** In the event of any dispute, controversy, claim, question or disagreement arising from or relating to this Agreement or the breach of this Agreement, the Grantee and the Corporation will use their best efforts to settle the dispute, claim, question or disagreement. To this effect, they will consult and negotiate with each other in good faith and, recognizing their mutual interests, attempt to reach a just and equitable solution satisfactory to both parties.

(b) **Arbitration.** If the Grantee and the Corporation do not reach a solution within a period of 30 days, then, upon written notice by the Grantee to the Corporation or the Corporation to the Grantee, all disputes, claims, questions, controversies, or differences will be submitted to arbitration administered by the American Arbitration Association (the "AAA") in accordance with the provisions of its Employment Arbitration Rules (the "Arbitration Rules").

(1) **Arbitrator.** The arbitration will be conducted by one arbitrator skilled in the arbitration of executive employment matters. The parties to the arbitration will jointly appoint the arbitrator within 30 days after initiation of the arbitration. If the parties fail to appoint an arbitrator as provided above, an arbitrator with substantial experience in executive employment matters will be appointed by the AAA as provided in the Arbitration Rules. The Corporation will pay all of the fees, if any, and expenses of the arbitrator and the arbitration, unless otherwise determined by the arbitrator. Each party to the arbitration will be responsible for his/its respective attorneys fees or other costs of representation.

(2) **Location.** The arbitration will be conducted in Oakland County, Michigan.

(3) **Procedure.** At any oral hearing of evidence in connection with the arbitration, each party or its legal counsel will have the right to examine its witnesses and cross-examine the witnesses of any opposing party. No evidence of any witness may be presented in any form unless the opposing party or parties has the opportunity to cross-examine the witness, except under extraordinary circumstances in which the arbitrator determines that the interests of justice require a different procedure.

(4) **Decision.** Any decision or award of the arbitrator is final and binding

on the parties to the arbitration proceeding. The parties agree that the arbitration award may be enforced against the parties to the arbitration proceeding or their assets wherever they may be found and that a judgment upon the arbitration award may be entered in any court having jurisdiction.

(5) **Power.** Nothing contained in this Agreement may be deemed to give the arbitrator any authority, power, or right to alter, change, amend, modify, add to, or subtract from any of the provisions of this Agreement.

The provisions of this Section survive the termination or expiration of this Agreement, are binding on the Corporation's and Grantee's respective successors, heirs, personal representatives, designated beneficiaries and any other person asserting a claim described above, and may not be modified without the consent of the Corporation. To the extent arbitration is required, no person asserting a claim has the right to resort to any federal, state or local court or administrative agency concerning the claim unless expressly provided by federal statute, and the decision of the arbitrator is a complete defense to any action or proceeding instituted in any tribunal or agency with respect to any dispute, unless precluded by federal statute.

4. **Code Section 409A.** Without limiting the generality of any other provision of this Agreement, Sections 18.9 and 18.10 of the Plan pertaining to Code Section 409A are explicitly incorporated into this Agreement.

5. **No Continued Right as Service Provider.** Nothing in the Plan or in this Agreement confers on the Grantee any right to continue as a Service Provider of the Corporation or any Subsidiary or Affiliate of the Corporation, or may interfere with or restrict in any way the rights of the Corporation or any Subsidiary or Affiliate of the Corporation, which are hereby expressly reserved, to discharge the Grantee at any time for any reason whatsoever, with or without Cause, except to the extent expressly provided otherwise in a written employment agreement between the Grantee and the Corporation or any Subsidiary or Affiliate of the Corporation.

6. **Effect on Other Benefits.** In no event will the value, at any time, of the PSUs or any other payment or right to payment under this Agreement be included as compensation or earnings for purposes of any other compensation, retirement, or benefit plan offered to employees of, or other Service Providers to, the Corporation or any Subsidiary or Affiliate of the Corporation or Affiliate unless otherwise specifically provided for in such plan.

7. **Unfunded and Unsecured General Creditor.** Grantee, as a holder of PSUs and rights under this Agreement has no rights other than those of a general creditor of the Corporation. The PSUs represent an unfunded and unsecured obligation of the Corporation, subject to the terms and conditions of this Agreement and the Plan.

8. **Governing Law.** This Agreement is governed by and construed in accordance with the laws of the State of Michigan, notwithstanding conflict of law provisions.

(Signature Page Follows)

This Agreement may be executed in two or more counterparts, each of which is deemed an original and all of which constitute one document.

TRIMAS CORPORATION

By: _____
Name: Joshua A. Sherbin
Title: Vice President, General Counsel and Corporate Secretary

Dated: *[month and date]*, 2012

GRANTEE ACKNOWLEDGES AND AGREES THAT NOTHING IN THIS PERFORMANCE STOCK UNIT AGREEMENT, NOR IN THE CORPORATION'S 2011 OMNIBUS INCENTIVE COMPENSATION PLAN, WHICH IS INCORPORATED INTO THIS AGREEMENT BY REFERENCE, CONFERS ON GRANTEE ANY RIGHT WITH RESPECT TO CONTINUATION AS A SERVICE PROVIDER OF THE CORPORATION OR ANY PARENT OR SUBSIDIARY OR AFFILIATE OF THE CORPORATION, NOR INTERFERES IN ANY WAY WITH GRANTEE'S RIGHT OR THE CORPORATION'S RIGHT TO TERMINATE GRANTEE'S SERVICE PROVIDER RELATIONSHIP AT ANY TIME, WITH OR WITHOUT CAUSE AND WITH OR WITHOUT PRIOR NOTICE.

BY CLICKING THE "ACCEPT" BUTTON BELOW, GRANTEE ACKNOWLEDGES RECEIPT OF A COPY OF THE PLAN AND REPRESENTS THAT THE GRANTEE IS FAMILIAR WITH THE TERMS AND PROVISIONS OF THE PLAN. GRANTEE ACCEPTS THIS PERFORMANCE STOCK UNIT AWARD SUBJECT TO ALL OF THE TERMS AND PROVISIONS OF THIS AGREEMENT. GRANTEE HAS REVIEWED THE PLAN AND THIS AGREEMENT IN THEIR ENTIRETY. GRANTEE AGREES TO ACCEPT AS BINDING, CONCLUSIVE AND FINAL ALL DECISIONS OR INTERPRETATIONS OF THE COMMITTEE UPON ANY QUESTIONS ARISING UNDER THE PLAN OR THIS AWARD.

APPENDIX A
TO
PERFORMANCE STOCK UNIT AGREEMENT
PERFORMANCE GOALS FOR PSU AWARD

The actual number of PSUs earned by the Grantee will be determined by the Committee by the March 1st following the end of the Performance Period (“Determination Date”), using data as of, and including, December 31, 2014, under the rules described below. Any PSUs not earned as of the Determination Date will be canceled and forfeited.

1. The actual number of shares of Stock delivered to the Grantee in settlement of the PSUs earned under this Agreement will be determined based on actual performance results, i.e., EPS CAGR and Cash Generation, as described below, subject Section II.A.1 of the Agreement.
2. The PSUs subject to this Award are earned based on the achievement of specific performance measures over the Performance Period (i.e., January 1, 2012 through December 31, 2014) and determined on the Determination Date.
3. The PSUs subject to this Award that will actually be earned will be based on the achievement of the following performance measures:
 - (A) a measure tied to an earnings per share compounded annual growth rate (“EPS CAGR”); and
 - (B) a measure tied to Cash Generation.
4. The performance measures are weighted as follows:
 - (A) EPS CAGR = 75%; and
 - (B) Cash Generation = 25%.
5. For purposes of the performance measures:
 - (A) “EPS CAGR” means the cumulative average growth rate over the term of this Award of the diluted earnings per share from continuing operations as reported in the Corporation’s Income Statement within the applicable Form 10-Q and Form 10-K, plus or minus special items that may occur from time-to-time that the Committee believes should adjust the as reported results for measurement of performance; and
 - (B) “Cash Generation” means the Corporation’s three-year cash flow from operating activities less capital expenditures, as reported in the Corporation’s Cash Flow Statement with the applicable Form 10-Q and Form 10-K, plus or minus special items that may occur from time-to-time, divided by the Corporation’s three-year income from continuing operations as reported in the Corporation’s Income Statement within the applicable Form 10-Q and Form 10-K, plus or minus special items that may occur from time-time-time.
6. The portion of the PSUs subject to this Award that are tied to achievement of EPS CAGR

will be determined in accordance with the table below, with the total value of such portion of this Award determined based on the level of EPS CAGR that is achieved:

EPS CAGR %

Award Payout
(Reflected as % of PSUs Subject to EPS CAGR)

There will be no pro rata allocations between the achievement of EPS CAGR percentage levels, i.e., there will be no interpolation or rounding up between the specified EPS CAGR percentage levels.

7. The portion of the PSUs subject to this Award that are tied to achievement of Cash Generation will be determined in accordance with the table below, with the total value of this Award determined based on the level of Cash Generation that is achieved:

Target
(Cash Generation %)

Award Payout
(Reflected as % of PSUs Subject to Cash Generation)

There will be no pro rata allocations between the achievement of Cash Generation percentage levels, i.e., there will be no interpolation or rounding up between the specified Cash Generation percentage levels.

TRIMAS CORPORATION

2002 LONG TERM EQUITY INCENTIVE PLAN

RESTRICTED SHARE AGREEMENT

TriMas Corporation (“Company”), as permitted by the TriMas Corporation 2002 Long Term Equity Incentive Plan (“Plan”), hereby grants to the individual listed below (“Grantee”), a Restricted Share Award (“Award”) for the number of shares of the Company’s Common Stock set forth below (“Restricted Shares”), subject to the terms and conditions of the Plan and this Restricted Share Agreement (“Agreement”).

Unless otherwise defined in this Agreement or in Appendix A to this Agreement, the terms used in this Agreement have the same meaning as defined in the Plan. The term “Service Provider” as used in this Agreement means an individual actively providing services to the Company or a Subsidiary or Affiliate of the Company.

I. NOTICE OF RESTRICTED SHARE AWARD

Grantee: *[specify Grantee’s name]*

Date of Agreement: *[month and day], 2012*

Grant Date: *[month and day], 2012*

Number of Restricted Shares in Award: *[number of shares]*

II. AGREEMENT

A. **Grant of Restricted Shares.** The Company hereby grants to the Grantee (who, pursuant to this Award is a Participant in the Plan) the number of Restricted Shares set forth above. The Restricted Shares granted under this Agreement are payable only in shares of Common Stock of the Company. Notwithstanding anything to the contrary anywhere else in this Agreement, the Restricted Shares in this Award are subject to the terms, definitions and provisions of the Plan, which are incorporated by reference into this Agreement.

1. **Vesting.** The Restricted Shares will vest in three equal installments on the first three anniversaries (each respective one-, two- and three-year period, a “Restriction Period”) of the Grant Date, subject to Grantee’s continued status as a Service Provider through the end of each such Restriction Period.

2. **Rights as Stockholder.** Except for the potential forfeitability of the

Restricted Shares before the lapse of restrictions set forth in Section A.1 above, the Grantee has all rights of a stockholder (including voting and dividend rights) commencing on the date of the Company's book entry evidencing the grant of Restricted Shares under this Agreement. With respect to any dividends that are paid with respect to your Restricted Shares between the date of this Agreement and the end of any applicable Restriction Period, such dividends (whether payable in cash or shares) shall be subject to the same restrictions as your Restricted Shares, including any forfeiture provisions described in Section 4 below.

3. **Adjustments.** In the event of any stock dividend, reclassification, subdivision or combination, or similar transaction affecting the Restricted Shares covered by this Award, the rights of the Grantee will be adjusted as provided in Section 4 of the Plan.

4. **Termination of Services; Forfeiture.** Notwithstanding any other provision of this Agreement:

(a) **Voluntary Termination; Termination for Cause.** Any unvested Restricted Shares subject to this Award will be canceled and forfeited if the Grantee voluntarily terminates the Grantee's services with the Company or a Subsidiary or Affiliate of the Company (other than for Good Reason as provided in paragraph (d) below), or if the Grantee's services are involuntarily terminated by the Company or a Subsidiary or Affiliate of the Company for Cause.

(b) **Death; Disability.** If the Grantee ceases to be a Service Provider prior to the end of any Restriction Period as a result of Grantee's death or "Disability" (as defined in Appendix A, attached hereto), the Grantee shall fully vest in the Restricted Shares subject to this Award.

(c) **Qualifying Termination.** If the Grantee has a "Qualifying Termination" (as defined in Appendix A, attached hereto) within three years following a Change in Control, the Grantee shall fully vest in the Restricted Shares subject to this Award.

(d) **Other than For Cause; Good Reason.** If the Grantee's services are terminated by the Company or a Subsidiary or Affiliate of the Company other than for Cause, or if the Grantee terminates his services with the Company or a Subsidiary or Affiliate of the Company for "Good Reason" (as defined in Appendix A, attached hereto) the Grantee shall vest in a pro-rata portion of the Grantee's unvested Restricted Shares, with the pro-rata amount calculated by (x) multiplying the total number of Restricted Shares subject to this Award, by a fraction with (i) a numerator equaling the number of whole calendar months that have elapsed from the Grant Date to the date of the Grantee's termination, and (ii) a denominator equal to 36, and then (y) subtracting the number of Restricted Shares that have already vested under this Award.

(e) **Retirement.** If the Grantee ceases to be a Service Provider as a result of Grantee's "Retirement" (as defined in Appendix A, attached hereto) prior to the end of any

Restriction Period, the Committee may, *in its discretion*, determine to vest a portion of the Grantee's unvested Restricted Shares, with such pro-rata amount to be calculated by (x) multiplying the total number of Restricted Shares subject to this Award, by a fraction with (i) a numerator equaling the number of whole calendar months that have elapsed from the Grant Date to the date of the Grantee's Retirement, and (ii) a denominator equal to 36, and then (y) subtracting the number of Restricted Shares that have already vested under this Award.

Any Restricted Shares that do not vest in accordance with this Section A.4 shall be canceled and forfeited as of the date of the Grantee's termination. Further, the Company retains the right to accelerate the vesting of all or a portion of the Restricted Shares subject to this Award, in which event a similar pro-ration determination as provided in the previous sentence will be apply.

B. Other Terms and Conditions.

1. Non-Transferability of Award. Except as described below, this Award and the Restricted Shares subject to this Award may not be sold, pledged, assigned, hypothecated, transferred, or disposed of in any manner other than by will or by the laws of descent or distribution. Notwithstanding the foregoing, with the consent of the Committee, in its sole discretion, the Grantee may assign or transfer this Award and its underlying Restricted Shares to a Permitted Assignee, if the Permitted Assignee is bound by and subject to all terms and conditions of the Plan and this Agreement, and the Permitted Assignee executes an agreement satisfactory to the Company evidencing these obligations. The terms of this Award are binding on the executors, administrators, heirs, successors and assigns of the Grantee.

2. Withholding. Grantee authorizes the Company to withhold from the shares of Common Stock to be delivered as payment the number of shares needed to satisfy any applicable income and employment tax withholding obligations, or Grantee agrees to tender sufficient funds to satisfy any applicable income and employment tax withholding obligations in connection with the vesting of the Restricted Shares under this Award.

3. Dispute Resolution. Grantee and the Company agree that any disagreement, dispute, controversy, or claim arising out of or relating to this Agreement, its interpretation, validity, or the alleged breach of this Agreement, will be settled exclusively and, consistent with the procedures specified in this Section B.3, irrespective of its magnitude, the amount in controversy, or the nature of the relief sought, in accordance with the following:

(a) **Negotiation.** In the event of any dispute, controversy, claim, question or disagreement arising from or relating to this Agreement or the breach of this Agreement, the Grantee and the Company will use their best efforts to settle the dispute, claim, question or disagreement. To this effect, they will consult and negotiate with each other in good faith and, recognizing their mutual interests, attempt to reach a just and equitable solution satisfactory to both parties.

(b) **Arbitration.** If the Grantee and the Company do not reach a solution within a period of 30 days, then, upon written notice by the Grantee to the Company or the Company to the Grantee, all disputes, claims, questions, controversies, or differences will be submitted to arbitration administered by the American Arbitration Association (the “AAA”) in accordance with the provisions of its Employment Arbitration Rules (the “Arbitration Rules”).

(1) **Arbitrator.** The arbitration will be conducted by one arbitrator skilled in the arbitration of executive employment matters. The parties to the arbitration will jointly appoint the arbitrator within 30 days after initiation of the arbitration. If the parties fail to appoint an arbitrator as provided above, an arbitrator with substantial experience in executive employment matters will be appointed by the AAA as provided in the Arbitration Rules. The Company will pay all of the fees, if any, and expenses of the arbitrator and the arbitration, unless otherwise determined by the arbitrator. Each party to the arbitration will be responsible for his/its respective attorneys fees or other costs of representation.

(2) **Location.** The arbitration will be conducted in Oakland County, Michigan.

(3) **Procedure.** At any oral hearing of evidence in connection with the arbitration, each party or its legal counsel will have the right to examine its witnesses and cross-examine the witnesses of any opposing party. No evidence of any witness may be presented in any form unless the opposing party or parties has the opportunity to cross-examine the witness, except under extraordinary circumstances in which the arbitrator determines that the interests of justice require a different procedure.

(4) **Decision.** Any decision or award of the arbitrator is final and binding on the parties to the arbitration proceeding. The parties agree that the arbitration award may be enforced against the parties to the arbitration proceeding or their assets wherever they may be found and that a judgment upon the arbitration award may be entered in any court having jurisdiction.

(5) **Power.** Nothing contained in this Agreement may be deemed to give the arbitrator any authority, power, or right to alter, change, amend, modify, add to, or subtract from any of the provisions of this Agreement.

The provisions of this Section survive the termination or expiration of this Agreement, are binding on the Company’s and Grantee’s respective successors, heirs, personal representatives, designated beneficiaries and any other person asserting a claim described above, and may not be modified without the consent of the Company. To the extent arbitration is required, no person asserting a claim has the right to resort to any federal, state or local court or administrative agency concerning the claim unless expressly provided by federal statute, and the decision of the arbitrator is a complete defense to any action or proceeding instituted in any tribunal or agency with respect

to any dispute, unless precluded by federal statute.

4. **Code Section 409A.** Without limiting the generality of any other provision of this Agreement, Sections 7(m) and 7(n) of the Plan pertaining to Code Section 409A are hereby explicitly incorporated into this Agreement.

5. **No Continued Right as Service Provider.** Nothing in the Plan or in this Agreement confers on the Grantee any right to continue as a Service Provider of the Company or any Subsidiary or Affiliate of the Company, or may interfere with or restrict in any way the rights of the Company or any Subsidiary or Affiliate of the Company, which are hereby expressly reserved, to discharge the Grantee at any time for any reason whatsoever, with or without Cause, except to the extent expressly provided otherwise in a written employment agreement between the Grantee and the Company or any Subsidiary or Affiliate of the Company.

6. **Effect on Other Benefits.** In no event will the value, at any time, of the Restricted Shares or any other payment or right to payment under this Agreement be included as compensation or earnings for purposes of any other compensation, retirement, or benefit plan offered to employees of, or other Service Providers to, the Company or any Subsidiary or Affiliate of the Company unless otherwise specifically provided for in such plan.

7. **Governing Law.** This Agreement is governed by and construed in accordance with the laws of the State of Michigan, notwithstanding conflict of law provisions.

(Signature Page Follows)

This Agreement may be executed in two or more counterparts, each of which is deemed an original and all of which constitute one document.

TRIMAS CORPORATION

By: ___
Name: Joshua A. Sherbin
Title: Vice President, General Counsel and Corporate Secretary

Dated: *[month and date]*, 2012

GRANTEE ACKNOWLEDGES AND AGREES THAT NOTHING IN THIS RESTRICTED SHARE AGREEMENT, NOR IN THE COMPANY'S 2002 LONG TERM EQUITY INCENTIVE PLAN, WHICH IS INCORPORATED INTO THIS AGREEMENT BY REFERENCE, CONFERS ON GRANTEE ANY RIGHT WITH RESPECT TO CONTINUATION AS A SERVICE PROVIDER OF THE COMPANY OR ANY PARENT OR ANY SUBSIDIARY OR AFFILIATE OF THE COMPANY, NOR INTERFERES IN ANY WAY WITH GRANTEE'S RIGHT OR THE COMPANY'S RIGHT TO TERMINATE GRANTEE'S SERVICE PROVIDER RELATIONSHIP AT ANY TIME, WITH OR WITHOUT CAUSE AND WITH OR WITHOUT PRIOR NOTICE.

BY CLICKING THE "ACCEPT" BUTTON BELOW, GRANTEE ACKNOWLEDGES RECEIPT OF A COPY OF THE PLAN AND REPRESENTS THAT THE GRANTEE IS FAMILIAR WITH THE TERMS AND PROVISIONS OF THE PLAN. GRANTEE ACCEPTS THIS RESTRICTED SHARE AWARD SUBJECT TO ALL OF THE TERMS AND PROVISIONS OF THIS AGREEMENT. GRANTEE HAS REVIEWED THE PLAN AND THIS AGREEMENT IN THEIR ENTIRETY. GRANTEE AGREES TO ACCEPT AS BINDING, CONCLUSIVE AND FINAL ALL DECISIONS OR INTERPRETATIONS OF THE COMMITTEE UPON ANY QUESTIONS ARISING UNDER THE PLAN OR THIS AWARD.

**APPENDIX A
TO
RESTRICTED SHARE AGREEMENT**

GLOSSARY

For purposes of this Agreement:

“Cause” means, unless otherwise provided in an applicable written agreement with the Company or a Subsidiary or Affiliate of the Company, (i) a Grantee’s conviction of or plea of guilty or *nolo contendere* to a crime constituting a felony under the laws of the United States or any State thereof or any other jurisdiction in which the Company or its Subsidiaries or Affiliates conduct business; (ii) a Grantee’s willful misconduct in the performance of his or her duties to the Company or a Subsidiary or Affiliate of the Company and failure to cure such breach within 30 days following written notice thereof from the Company; (iii) a Grantee’s willful failure or refusal to follow directions from the Board (or direct reporting executive) and failure to cure such breach within 30 days following written notice thereof from the Board; (iv) a Grantee’s breach of fiduciary duty to the Company or a Subsidiary or Affiliate of the Company for personal profit. Any failure by the Company or a Subsidiary or Affiliate of the Company to notify a Grantee after the first occurrence of an event constituting Cause shall not preclude any subsequent occurrences of such event (or a similar event) from constituting Cause.

“Change in Control” means (i) the dissolution or liquidation of the Company or a merger, consolidation, or reorganization of the Company with one or more other entities in which the Company is not the surviving entity, (ii) a sale of substantially all of the assets of the Company to another person or entity which does not constitute a “related person” to the Company, as such term is defined in the U. S. Treasury Regulations issued in connection with Code Section 409A, or (iii) any transaction (including without limitation a merger or reorganization in which the Company is the surviving entity) which results in any person or entity (other than persons who are stockholders or Affiliates immediately prior to the transaction) owning more than 50% of the combined voting power of all classes of stock of the Company.

“Disability” means a Participant’s physical or mental condition resulting from any medically determinable physical or mental impairment that renders such Participant incapable of engaging in any substantial gainful employment and that can be expected to result in death or that has lasted or can be expected to last for a continuous period of not less than 365 days. Notwithstanding the foregoing, a Participant shall not be deemed to be Disabled as a result of any condition that:

(a) was contracted, suffered, or incurred while such Participant was engaged in, or resulted from such Participant having engaged in, a felonious activity;

(b) resulted from an intentionally self-inflicted injury or an addiction to drugs, alcohol, or substances which are not administered under the direction of a licensed physician as part of a medical treatment plan; or

(c) resulted from service in the Armed Forces of the United States for which such Participant received or is receiving a disability benefit or pension from the United States, or from service in the armed forces of any other country irrespective of any disability benefit or pension.

“Good Reason” means:

- A material and permanent diminution in the Grantee’s duties or responsibilities;
- A material reduction in the aggregate value of base salary and bonus opportunity or material reduction in the aggregate value of other benefits provided to the Grantee by the Company; or
- A permanent reassignment of the Grantee to another primary office, or relocation of the Company’s office of more than 35 miles from current office location.

The Grantee must notify the Company of the Grantee’s intention to invoke termination for Good Reason within 90 days after the Grantee has knowledge of such event and provide the 30 days’ opportunity for cure, or such event shall not constitute Good Reason. The Grantee may not invoke termination for Good Reason if Cause exists at the time of such termination.

“Qualifying Termination” means a termination of the Grantee’s services with the Company or a Subsidiary or Affiliate of the Company for any reason other than:

- death;
- Disability;
- Cause; or
- A termination of Services by the Grantee without Good Reason, (as defined above).

“Retirement” means termination of Service with the consent of the Committee on or after age 55, or any other definition established by the Company’s Compensation Committee, in its discretion, either in any Award or in writing after the grant of any Award, provided that the definition of Retirement with respect to the timing of payment (and not merely vesting) of any Award subject to Code Section 409A cannot be changed after the Award is granted.

TRIMAS CORPORATION

2006 LONG TERM EQUITY INCENTIVE PLAN

RESTRICTED STOCK AGREEMENT

TriMas Corporation (“Corporation”), as permitted by the TriMas Corporation 2006 Long Term Equity Incentive Plan (“Plan”), hereby grants to the individual listed below (“Grantee”), a Restricted Stock Award (“Award”) for the number of shares of the Corporation’s Common Stock set forth below (“Restricted Stock”), subject to the terms and conditions of the Plan and this Restricted Stock Agreement (“Agreement”).

Unless otherwise defined in this Agreement or in Appendix A to this Agreement, the terms used in this Agreement have the same meaning as defined in the Plan. The term “Service Provider” as used in this Agreement means an individual actively providing services to the Corporation or a Subsidiary.

I. NOTICE OF RESTRICTED STOCK AWARD

Grantee:	<i>[specify Grantee’s name]</i>
Date of Agreement:	<i>[month and day], 2012</i>
Grant Date:	<i>[month and day], 2012</i>
Number of Shares of Restricted Stock in Award:	<i>[number of shares]</i>

II. AGREEMENT

A. Grant of Restricted Stock. The Corporation hereby grants to the Grantee (who, pursuant to this Award is a Participant in the Plan) the number of Restricted Stock set forth above. The Restricted Stock granted under this Agreement are payable only in shares of Common Stock of the Corporation. Notwithstanding anything to the contrary anywhere else in this Agreement, the Restricted Stock in this Award are subject to the terms, definitions and provisions of the Plan, which are incorporated by reference into this Agreement.

1. Vesting. The Restricted Stock will vest in three equal installments on the first three anniversaries (each respective one-, two- and three-year period, a “Restriction Period”) of the Grant Date, subject to Grantee’s continued status as a Service Provider through the end of each such Restriction Period.

2. Rights as Stockholder. Except for the potential forfeitability of the

Restricted Stock before the lapse of restrictions set forth in Section A.1 above, the Grantee has all rights of a stockholder (including voting and dividend rights) commencing on the date of the Corporation's book entry evidencing the grant of Restricted Stock under this Agreement. With respect to any dividends that are paid with respect to your Restricted Stock between the date of this Agreement and during any applicable Restriction Period, such dividends (whether payable in cash or shares) shall be subject to the same restrictions as your Restricted Stock, including any forfeiture provisions described in Section A.4 below.

3. **Adjustments.** In the event of any stock dividend, reclassification, subdivision or combination, or similar transaction affecting the Restricted Stock covered by this Award, the rights of the Grantee will be adjusted as provided in Article X of the Plan.

4. **Termination of Services; Forfeiture.** Notwithstanding any other provision of this Agreement:

(a) **Voluntary Termination; Termination for Cause.** Any unvested Restricted Stock subject to the Award will be canceled and forfeited if the Grantee voluntarily terminates the Grantee's services with the Corporation or a Subsidiary (other than for Good Reason as provided in paragraph (d) below), or if the Grantee's services are involuntarily terminated by the Corporation or a Subsidiary for Cause.

(b) **Death; Disability.** If the grantee ceases to be a Service Provider prior to the end of any Restriction Period as a result of Grantee's death or Disability, the Grantee shall fully vest in the Restricted Stock subject to the Award.

(c) **Qualifying Termination.** If the Grantee has a "Qualifying Termination" (as defined in Appendix A, attached hereto) within three years following a Change in Control, the Grantee shall fully vest in the Restricted Stock subject to this Award.

(d) **Other than For Cause; Good Reason.** If the Grantee's services are terminated by the Corporation or a Subsidiary other than for Cause, or if the Grantee terminates his services with the Corporation or a Subsidiary for "Good Reason" (as defined in Appendix A, attached hereto) the Grantee shall vest in a pro-rata portion of the Grantee's unvested Restricted Stock, with the pro-rata amount calculated by (x) multiplying the total number of shares of Restricted Stock subject to this Award, by a fraction with (i) a numerator equaling the number of whole calendar months that have elapsed from the Grant Date to the date of the Grantee's termination, and (ii) a denominator equal to 36, and then (y) subtracting the number of shares of Restricted Stock that have already vested under this Award.

(e) **Retirement.** If the Grantee ceases to be a Service Provider as a result of the Grantee's "Retirement" (as defined in Appendix A, attached hereto) prior to the end of any Restriction Period, the Committee may, *in its discretion*, determine to vest a portion of the Grantee's unvested Restricted Stock, with such pro-rata amount to be calculated by (x)

multiplying the total number of shares of Restricted Stock subject to this Award, by a fraction with (i) a numerator equaling the number of whole calendar months that have elapsed from the Grant Date to the date of the Grantee's Retirement, and (ii) a denominator equal to 36, and then (y) subtracting the number of shares of Restricted Stock that have already vested under this Award.

Any Restricted Stock that does not vest in accordance with this Section A.4 shall be canceled and forfeited as of the date of the Grantee's termination. Further, the Corporation retains the right to accelerate the vesting of all or a portion of the Restricted Stock subject to this Award, in which event a similar pro-ration determination as provided in the previous sentence will be apply.

B. Other Terms and Conditions.

1. Non-Transferability of Award. Except as described below, this Award and the Restricted Stock subject to this Award may not be sold, pledged, assigned, hypothecated, transferred, or disposed of in any manner other than by will or by the laws of descent or distribution. Notwithstanding the foregoing, with the consent of the Administrator, in its sole discretion, the Grantee may assign or transfer this Award and its underlying Restricted Stock to a Permitted Assignee, if the Permitted Assignee is bound by and subject to all terms and conditions of the Plan and this Agreement, and the Permitted Assignee executes an agreement satisfactory to the Corporation evidencing these obligations. The terms of this Award are binding on the executors, administrators, heirs, successors and assigns of the Grantee.

2. Withholding. Grantee authorizes the Corporation to withhold from the shares of Common Stock to be delivered as payment the number of shares needed to satisfy any applicable income and employment tax withholding obligations, or Grantee agrees to tender sufficient funds to satisfy any applicable income and employment tax withholding obligations in connection with the vesting of the Restricted Stock under this Award.

3. Dispute Resolution. Grantee and the Corporation agree that any disagreement, dispute, controversy, or claim arising out of or relating to this Agreement, its interpretation, validity, or the alleged breach of this Agreement, will be settled exclusively and, consistent with the procedures specified in this Section B.3, irrespective of its magnitude, the amount in controversy, or the nature of the relief sought, in accordance with the following:

(a) **Negotiation.** In the event of any dispute, controversy, claim, question or disagreement arising from or relating to this Agreement or the breach of this Agreement, the Grantee and the Corporation will use their best efforts to settle the dispute, claim, question or disagreement. To this effect, they will consult and negotiate with each other in good faith and, recognizing their mutual interests, attempt to reach a just and equitable solution satisfactory to both parties.

(b) **Arbitration.** If the Grantee and the Corporation do not reach a solution within a period of 30 days, then, upon written notice by the Grantee to the Corporation or

the Corporation to the Grantee, all disputes, claims, questions, controversies, or differences will be submitted to arbitration administered by the American Arbitration Association (the "AAA") in accordance with the provisions of its Employment Arbitration Rules (the "Arbitration Rules").

(1) **Arbitrator.** The arbitration will be conducted by one arbitrator skilled in the arbitration of executive employment matters. The parties to the arbitration will jointly appoint the arbitrator within 30 days after initiation of the arbitration. If the parties fail to appoint an arbitrator as provided above, an arbitrator with substantial experience in executive employment matters will be appointed by the AAA as provided in the Arbitration Rules. The Corporation will pay all of the fees, if any, and expenses of the arbitrator and the arbitration, unless otherwise determined by the arbitrator. Each party to the arbitration will be responsible for his/its respective attorneys fees or other costs of representation.

(2) **Location.** The arbitration will be conducted in Oakland County, Michigan.

(3) **Procedure.** At any oral hearing of evidence in connection with the arbitration, each party or its legal counsel will have the right to examine its witnesses and cross-examine the witnesses of any opposing party. No evidence of any witness may be presented in any form unless the opposing party or parties has the opportunity to cross-examine the witness, except under extraordinary circumstances in which the arbitrator determines that the interests of justice require a different procedure.

(4) **Decision.** Any decision or award of the arbitrator is final and binding on the parties to the arbitration proceeding. The parties agree that the arbitration award may be enforced against the parties to the arbitration proceeding or their assets wherever they may be found and that a judgment upon the arbitration award may be entered in any court having jurisdiction.

(5) **Power.** Nothing contained in this Agreement may be deemed to give the arbitrator any authority, power, or right to alter, change, amend, modify, add to, or subtract from any of the provisions of this Agreement.

The provisions of this Section survive the termination or expiration of this Agreement, are binding on the Corporation's and Grantee's respective successors, heirs, personal representatives, designated beneficiaries and any other person asserting a claim described above, and may not be modified without the consent of the Corporation. To the extent arbitration is required, no person asserting a claim has the right to resort to any federal, state or local court or administrative agency concerning the claim unless expressly provided by federal statute, and the decision of the arbitrator is a complete defense to any action or proceeding instituted in any tribunal or agency with respect to any dispute, unless precluded by federal statute.

4. **Code Section 409A.** Without limiting the generality of any other provision of this Agreement, Section 11.9 of the Plan pertaining to Code Section 409A is hereby explicitly incorporated into this Agreement.

5. **No Continued Right as Service Provider.** Nothing in the Plan or in this Agreement confers on the Grantee any right to continue as a Service Provider of the Corporation or any Subsidiary, or may interfere with or restrict in any way the rights of the Corporation or any Subsidiary, which are hereby expressly reserved, to discharge the Grantee at any time for any reason whatsoever, with or without Cause, except to the extent expressly provided otherwise in a written employment agreement between the Grantee and the Corporation or any Subsidiary.

6. **Effect on Other Benefits.** In no event will the value, at any time, of the Restricted Stock or any other payment or right to payment under this Agreement be included as compensation or earnings for purposes of any other compensation, retirement, or benefit plan offered to employees of, or other Service Providers to, the Corporation or any Subsidiary unless otherwise specifically provided for in such plan.

7. **Governing Law.** This Agreement is governed by and construed in accordance with the laws of the State of Michigan, notwithstanding conflict of law provisions.

(Signature Page Follows)

This Agreement may be executed in two or more counterparts, each of which is deemed an original and all of which constitute one document.

TRIMAS CORPORATION

By: ___
Name: Joshua A. Sherbin
Title: Vice President, General Counsel and Corporate Secretary

Dated: *[month and date]*, 2012

GRANTEE ACKNOWLEDGES AND AGREES THAT NOTHING IN THIS RESTRICTED STOCK AGREEMENT, NOR IN THE CORPORATION'S 2006 LONG TERM EQUITY INCENTIVE PLAN, WHICH IS INCORPORATED INTO THIS AGREEMENT BY REFERENCE, CONFERS ON GRANTEE ANY RIGHT WITH RESPECT TO CONTINUATION AS A SERVICE PROVIDER OF THE CORPORATION OR ANY PARENT OR SUBSIDIARY, NOR INTERFERES IN ANY WAY WITH GRANTEE'S RIGHT OR THE CORPORATION'S RIGHT TO TERMINATE GRANTEE'S SERVICE PROVIDER RELATIONSHIP AT ANY TIME, WITH OR WITHOUT CAUSE AND WITH OR WITHOUT PRIOR NOTICE.

BY CLICKING THE "ACCEPT" BUTTON BELOW, GRANTEE ACKNOWLEDGES RECEIPT OF A COPY OF THE PLAN AND REPRESENTS THAT THE GRANTEE IS FAMILIAR WITH THE TERMS AND PROVISIONS OF THE PLAN. GRANTEE ACCEPTS THIS RESTRICTED STOCK AWARD SUBJECT TO ALL OF THE TERMS AND PROVISIONS OF THIS AGREEMENT. GRANTEE HAS REVIEWED THE PLAN AND THIS AGREEMENT IN THEIR ENTIRETY. GRANTEE AGREES TO ACCEPT AS BINDING, CONCLUSIVE AND FINAL ALL DECISIONS OR INTERPRETATIONS OF THE COMMITTEE UPON ANY QUESTIONS ARISING UNDER THE PLAN OR THIS AWARD.

**APPENDIX A
TO
RESTRICTED STOCK AGREEMENT**

GLOSSARY

For purposes of this Agreement:

“Good Reason” means:

- A material and permanent diminution in the Grantee’s duties or responsibilities;
- A material reduction in the aggregate value of base salary and bonus opportunity or material reduction in the aggregate value of other benefits provided to the Grantee by the Corporation; or
- A permanent reassignment of the Grantee to another primary office, or relocation of the Corporation’s office of more than 35 miles from current office location.

The Grantee must notify the Corporation of the Grantee’s intention to invoke termination for Good Reason within 90 days after the Grantee has knowledge of such event and provide the Corporation 30 days’ opportunity for cure, or such event shall not constitute Good Reason. The Grantee may not invoke termination for Good Reason if Cause exists at the time of such termination.

“Qualifying Termination” means a termination of the Grantee’s services with the Corporation or a Subsidiary of the Corporation for any reason other than:

- death;
- Disability;
- Cause; or
- A termination of Services by the Grantee without Good Reason, (as defined above).

“Retirement” means termination of Service with the consent of the Committee on or after age 55, or any other definition established by the Corporation’s Compensation Committee, in its discretion, either in any Award or in writing after the grant of any Award, provided that the definition of Retirement with respect to the timing of payment (and not merely vesting) of any Award subject to Code Section 409A cannot be changed after the Award is granted.

TRIMAS CORPORATION

2011 OMNIBUS INCENTIVE COMPENSATION PLAN

RESTRICTED STOCK AGREEMENT

TriMas Corporation (“Corporation”), as permitted by the TriMas Corporation 2011 Omnibus Incentive Compensation Plan (“Plan”), grants to the individual listed below (“Grantee”), a Restricted Stock Award (“Award”) for the number of shares of the Corporation’s Stock set forth below (“Restricted Stock”), subject to the terms and conditions of the Plan and this Restricted Stock Agreement (“Agreement”).

Unless otherwise defined in this Agreement or in Appendix A to this Agreement, the terms used in this Agreement have the same meaning as defined in the Plan. The term “Service Provider” as used in this Agreement means an individual actively providing services to the Corporation or a Subsidiary or Affiliate of the Corporation.

I. NOTICE OF RESTRICTED STOCK AWARD

Grantee: *[specify Grantee’s name]*
Date of Agreement: *[month and day], 2012*
Grant Date: *[month and day], 2012*
Number of Shares of Restricted Stock in Award: *[number of shares]*

II. AGREEMENT

A. Grant of Restricted Stock. The Corporation grants to the Grantee (who, pursuant to this Award is a Participant in the Plan) the number of shares of Restricted Stock set forth above. The Restricted Stock granted under this Agreement is payable only in shares of Stock. Notwithstanding anything to the contrary anywhere else in this Agreement, the shares of Restricted Stock in this Award are subject to the terms, definitions and provisions of the Plan, which are incorporated by reference into this Agreement.

1. Vesting. The Restricted Stock will vest in three equal installments on the first three anniversaries (each a “Vesting Date”) of the Grant Date, subject to Grantee’s continued status as a Service Provider through each such Vesting Date.

2. Rights as Stockholder. Except for the potential forfeitability of the Restricted Stock before the lapse of restrictions set forth in Section A.1 above, the Grantee has all

rights of a stockholder (including voting and dividend rights) commencing on the date of the Corporation's book entry evidencing the grant of Restricted Stock under this Agreement. With respect to any dividends that are paid with respect to your Restricted Stock between the date of this Agreement and any applicable Vesting Date, such dividends (whether payable in cash or shares) shall be subject to the same restrictions as your Restricted Stock, including any forfeiture provisions described in Section A.4 below.

3. **Adjustments.** In the event of any stock dividend, reclassification, subdivision or combination, or similar transaction affecting the Restricted Stock covered by this Award, the rights of the Grantee will be adjusted as provided in Section 17 of the Plan.

4. **Termination of Services; Forfeiture.** Notwithstanding any other provision of this Agreement:

(a) **Voluntary Termination; Termination for Cause.** Any unvested Restricted Stock subject to the Award will be canceled and forfeited if the Grantee voluntarily terminates the Grantee's services with the Corporation or a Subsidiary or Affiliate of the Corporation (other than for Good Reason as provided in paragraph (d) below), or if the Grantee's services are involuntarily terminated by the Corporation or a Subsidiary or Affiliate of the Corporation for Cause.

(b) **Death; Disability.** If the Grantee ceases to be a Service Provider prior to any Vesting Date as a result of Grantee's death or Disability, the Grantee shall fully vest in the Restricted Stock subject to the Award.

(c) **Qualifying Termination.** If the Grantee has a "Qualifying Termination" (as defined in Appendix A, attached hereto) within three years following a Change in Control, the Grantee shall fully vest in the Restricted Stock subject to the Award.

(d) **Other than For Cause; Good Reason.** If the Grantee's services are involuntarily terminated by the Corporation or a Subsidiary or Affiliate of the Corporation other than for Cause, or if the Grantee terminates his services with the Corporation or a Subsidiary or Affiliate of the Corporation for "Good Reason" (as defined in Appendix A, attached hereto), the Grantee shall vest in a pro-rata portion of the Grantee's unvested Restricted Stock, with the pro-rata amount calculated by (x) multiplying the total number of shares of Restricted Stock subject to this Award, by a fraction with (i) a numerator equaling the number of whole calendar months that have elapsed from the Grant Date to the date of the Grantee's termination, and (ii) a denominator equal to 36, and then (y) subtracting the number of shares of Restricted Stock that have already vested under this Award.

(e) **Retirement.** If the Grantee ceases to be a Service Provider as a result of the Grantee's Retirement prior to any Vesting Date, the Committee may, *in its discretion*, determine to vest a portion of the Grantee's unvested Restricted Stock, with the pro-rata amount to be calculated by (x) multiplying the total number of shares of Restricted Stock

subject to this Award, by a fraction with (i) a numerator equaling the number of whole calendar months that have elapsed from the Grant Date to the date of the Grantee's Retirement, and (ii) a denominator equal to 36, and then (y) subtracting the number of shares of Restricted Stock that have already vested under this Award.

Any Restricted Stock that does not vest in accordance with this Section A.4 shall be canceled and forfeited as of the date of the Grantee's termination of services. Further, the Corporation retains the right to accelerate the vesting of all or a portion of the Restricted Stock subject to this Award.

B. Other Terms and Conditions.

1. **Non-Transferability of Award.** Except as described below, this Award and the Restricted Stock subject to this Award may not be sold, pledged, assigned, hypothecated, transferred, or disposed of in any manner other than by will or by the laws of descent or distribution. Notwithstanding the foregoing, with the consent of the Committee in its sole discretion, the Grantee may assign or transfer this Award and its underlying Restricted Stock to a "Permitted Assignee", if the Permitted Assignee is bound by and subject to all terms and conditions of the Plan and this Agreement, and the Permitted Assignee executes an agreement satisfactory to the Corporation evidencing these obligations. The terms of this Award are binding on the executors, administrators, heirs, successors and assigns of the Grantee.

2. **Withholding.** Grantee authorizes the Corporation to withhold from the shares of Stock to be delivered as payment the number of shares needed to satisfy any applicable income and employment tax withholding obligations, or Grantee agrees to tender sufficient funds to satisfy any applicable income and employment tax withholding obligations in connection with the vesting of the Restricted Stock under this Award.

3. **Dispute Resolution.** Grantee and the Corporation agree that any disagreement, dispute, controversy, or claim arising out of or relating to this Agreement, its interpretation, validity, or the alleged breach of this Agreement, will be settled exclusively and, consistent with the procedures specified in this Section B.3., irrespective of its magnitude, the amount in controversy, or the nature of the relief sought, in accordance with the following:

(a) **Negotiation.** In the event of any dispute, controversy, claim, question or disagreement arising from or relating to this Agreement or the breach of this Agreement, the Grantee and the Corporation will use their best efforts to settle the dispute, claim, question or disagreement. To this effect, they will consult and negotiate with each other in good faith and, recognizing their mutual interests, attempt to reach a just and equitable solution satisfactory to both parties.

(b) **Arbitration.** If the Grantee and the Corporation do not reach a solution within a period of 30 days, then, upon written notice by the Grantee to the Corporation or the Corporation to the Grantee, all disputes, claims, questions, controversies, or differences will be submitted to arbitration administered by the American Arbitration Association (the

“AAA”) in accordance with the provisions of its Employment Arbitration Rules (the “Arbitration Rules”).

(1) **Arbitrator.** The arbitration will be conducted by one arbitrator skilled in the arbitration of executive employment matters. The parties to the arbitration will jointly appoint the arbitrator within 30 days after initiation of the arbitration. If the parties fail to appoint an arbitrator as provided above, an arbitrator with substantial experience in executive employment matters will be appointed by the AAA as provided in the Arbitration Rules. The Corporation will pay all of the fees, if any, and expenses of the arbitrator and the arbitration, unless otherwise determined by the arbitrator. Each party to the arbitration will be responsible for his/its respective attorneys fees or other costs of representation.

(2) **Location.** The arbitration will be conducted in Oakland County, Michigan.

(3) **Procedure.** At any oral hearing of evidence in connection with the arbitration, each party or its legal counsel will have the right to examine its witnesses and cross-examine the witnesses of any opposing party. No evidence of any witness may be presented in any form unless the opposing party or parties has the opportunity to cross-examine the witness, except under extraordinary circumstances in which the arbitrator determines that the interests of justice require a different procedure.

(4) **Decision.** Any decision or award of the arbitrator is final and binding on the parties to the arbitration proceeding. The parties agree that the arbitration award may be enforced against the parties to the arbitration proceeding or their assets wherever they may be found and that a judgment upon the arbitration award may be entered in any court having jurisdiction.

(5) **Power.** Nothing contained in this Agreement may be deemed to give the arbitrator any authority, power, or right to alter, change, amend, modify, add to, or subtract from any of the provisions of this Agreement.

The provisions of this Section survive the termination or expiration of this Agreement, are binding on the Corporation’s and Grantee’s respective successors, heirs, personal representatives, designated beneficiaries and any other person asserting a claim described above, and may not be modified without the consent of the Corporation. To the extent arbitration is required, no person asserting a claim has the right to resort to any federal, state or local court or administrative agency concerning the claim unless expressly provided by federal statute, and the decision of the arbitrator is a complete defense to any action or proceeding instituted in any tribunal or agency with respect to any dispute, unless precluded by federal statute.

4. **Code Section 409A.** Without limiting the generality of any other provision of this Agreement, Section 18.9 of the Plan pertaining to Code Section 409A is explicitly

incorporated into this Agreement.

5. **No Continued Right as Service Provider.** Nothing in the Plan or in this Agreement confers on the Grantee any right to continue as a Service Provider of the Corporation or any Subsidiary or Affiliate of the Corporation, or may interfere with or restrict in any way the rights of the Corporation or any Subsidiary or Affiliate of the Corporation, which are hereby expressly reserved, to discharge the Grantee at any time for any reason whatsoever, with or without Cause, except to the extent expressly provided otherwise in a written employment agreement between the Grantee and the Corporation or any Subsidiary or Affiliate of the Corporation.

6. **Effect on Other Benefits.** In no event will the value, at any time, of the Restricted Stock or any other payment or right to payment under this Agreement be included as compensation or earnings for purposes of any other compensation, retirement, or benefit plan offered to employees of, or other Service Providers to, the Corporation or any Subsidiary or Affiliate of the Corporation unless otherwise specifically provided for in such plan.

7. **Governing Law.** This Agreement is governed by and construed in accordance with the laws of the State of Michigan, notwithstanding conflict of law provisions.

(Signature Page Follows)

This Agreement may be executed in two or more counterparts, each of which is deemed an original and all of which constitute one document.

TRIMAS CORPORATION

By:
Name: Joshua A. Sherbin
Title: Vice President, General Counsel and Corporate Secretary

Dated: *[month and date]*, 2012

GRANTEE ACKNOWLEDGES AND AGREES THAT NOTHING IN THIS RESTRICTED STOCK AGREEMENT, NOR IN THE CORPORATION'S 2011 OMNIBUS INCENTIVE COMPENSATION PLAN, WHICH IS INCORPORATED INTO THIS AGREEMENT BY REFERENCE, CONFERS ON GRANTEE ANY RIGHT WITH RESPECT TO CONTINUATION AS A SERVICE PROVIDER OF THE CORPORATION OR ANY PARENT OR SUBSIDIARY OR AFFILIATE OF THE CORPORATION, NOR INTERFERES IN ANY WAY WITH GRANTEE'S RIGHT OR THE CORPORATION'S RIGHT TO TERMINATE GRANTEE'S SERVICE PROVIDER RELATIONSHIP AT ANY TIME, WITH OR WITHOUT CAUSE AND WITH OR WITHOUT PRIOR NOTICE.

BY CLICKING THE "ACCEPT" BUTTON BELOW, GRANTEE ACKNOWLEDGES RECEIPT OF A COPY OF THE PLAN AND REPRESENTS THAT THE GRANTEE IS FAMILIAR WITH THE TERMS AND PROVISIONS OF THE PLAN. GRANTEE ACCEPTS THIS RESTRICTED STOCK AWARD SUBJECT TO ALL OF THE TERMS AND PROVISIONS OF THIS AGREEMENT. GRANTEE HAS REVIEWED THE PLAN AND THIS AGREEMENT IN THEIR ENTIRETY. GRANTEE AGREES TO ACCEPT AS BINDING, CONCLUSIVE AND FINAL ALL DECISIONS OR INTERPRETATIONS OF THE COMMITTEE UPON ANY QUESTIONS ARISING UNDER THE PLAN OR THIS AWARD.

**APPENDIX A
TO
RESTRICTED STOCK AGREEMENT**

GLOSSARY

For purposes of this Agreement:

“Good Reason” means:

- A material and permanent diminution in the Grantee’s duties or responsibilities;
- A material reduction in the aggregate value of base salary and bonus opportunity or material reduction in the aggregate value of other benefits provided to the Grantee by the Corporation; or
- A permanent reassignment of the Grantee to another primary office, or relocation of the Corporation’s office of more than 35 miles from current office location.

The Grantee must notify the Corporation of the Grantee’s intention to invoke termination for Good Reason within 90 days after the Grantee has knowledge of such event and provide the Corporation 30 days’ opportunity for cure, or such event shall not constitute Good Reason. The Grantee may not invoke termination for Good Reason if Cause exists at the time of such termination.

“Qualifying Termination” means a termination of the Grantee’s services with the Corporation or a Subsidiary or an Affiliate of the Corporation for any reason other than:

- death;
- Disability;
- Cause; or
- A termination of Services by the Grantee without Good Reason, (as defined above).

TRIMAS CORPORATION

2002 LONG TERM EQUITY INCENTIVE PLAN

PERFORMANCE UNIT AGREEMENT

TriMas Corporation (“Company”), as permitted by the TriMas Corporation 2002 Long Term Equity Incentive Plan (“Plan”), grants to the individual listed below (“Grantee”), the opportunity to earn the Performance Units (“Performance Units”) in the amount designated in this Performance Unit Agreement (“Agreement”), subject to the terms and conditions of the Plan and this Agreement.

Unless otherwise defined in this Agreement or in Appendices A, B, C to this Agreement, the terms used in this Agreement have the same meaning as defined in the Plan. The term “Service Provider” as used in this Agreement means an individual actively providing services to the Company or a Subsidiary or Affiliate of the Company.

I. NOTICE OF PERFORMANCE UNIT AWARDS

Grantee:	<i>[specify Grantee’s name]</i>
Date of Agreement:	<i>[month and day], 2012</i>
Grant Date:	<i>[month and day], 2012</i>
Awards Granted:	Performance Units based on 2012 performance (the “2012 Performance Units”) Performance Units based on 2013 performance (the “2013 Performance Units”)
Number of Performance Units underlying 2012 Performance Units:	<i>[number of shares]</i> , subject to lesser or greater number depending on achievement of performance goals
Number of Performance Units underlying 2013 Performance Units:	<i>[number of shares]</i> , subject to lesser or greater number depending on achievement of performance goals
Performance Measurement Period for 2012 Performance Units:	Beginning on January 1, 2012, and continuing through December 31, 2012 (the “2012 Performance Period”)
Performance Measurement Period for 2013 Performance Units:	Beginning on January 1, 2012, and continuing through December 31, 2013 (the “2013 Performance Period”)
Settlement Method:	Earned and vested Performance Units will be settled by delivery of one share of Common Stock for each Performance Unit being settled.

II. AGREEMENT

A. Grant of Performance Units. The Company grants to the Grantee (who, pursuant to these Awards is a Participant in the Plan) the number of 2012 Performance Units and 2013 Performance Units (the 2012 Performance Units and the 2013 Performance Units are hereinafter sometimes collectively referred to as the "Performance Units") set forth above, subject to adjustment as provided otherwise in this Agreement. The Performance Units granted under this Agreement are payable only in shares of Common Stock. Notwithstanding anything to the contrary anywhere else in this Agreement, the Performance Units in these Awards are subject to the terms, definitions and provisions of the Plan, which are incorporated by reference into this Agreement.

1. Vesting of the 2012 Performance Units. Grantee must be employed on the 2012 Settlement Date (as such term is defined in Section II.A.8 below to be eligible to vest in, and earn, the 2012 Performance Units. Any unvested 2012 Performance Units subject to this 2012 Performance Award will be canceled and forfeited if the Grantee terminates the Grantee's services with the Corporation or a Subsidiary of the Corporation before the 2012 Settlement Date, except as designated otherwise in this Agreement. Any 2012 Performance Units that remain unearned after the "2012 Determination Date" (as such term is defined in Appendix A) will be canceled and forfeited.

2. Vesting of the 2013 Performance Units. Grantee must be employed on the 2013 Settlement Date (as such term is defined in Section II.A.8 below to be eligible to vest in, and earn, the 2013 Performance Units. Any unvested 2013 Performance Units subject to this 2013 Performance Award will be canceled and forfeited if the Grantee terminates the Grantee's services with the Corporation or a Subsidiary of the Corporation before the 2013 Settlement Date, except as designated otherwise in this Agreement. Any 2013 Performance Units that remain unearned after the "2013 Determination Date" (as such term is defined in Appendix B) will be canceled and forfeited.

3. Performance Goals to Earn Performance Units. Grantee will only receive shares of Common Stock related to, and to the extent that, such shares are earned pursuant to the "Performance Goals" specified in Appendix A or Appendix B to this Agreement, as applicable.

4. Rights of Grantee. These Awards do not entitle the Grantee to any ownership interest in any actual shares of Common Stock unless and until such shares of Common Stock are issued to the Grantee pursuant to the terms of the Plan. Since no property is transferred until the shares of Common Stock are issued, the Grantee acknowledges and agrees that the Grantee cannot and will not attempt to make an election under Section 83(b) of the Code to include the fair market value of the Performance Units in the Grantee's gross income for the taxable year of the grant of these Awards. Until shares of Common Stock are issued to the Grantee in settlement of earned and vested Performance Units under these Awards, the Grantee will have none of the rights of a stockholder of the Company with respect to the shares of Common Stock issuable in settlement of the Performance Units, including the right to vote the shares of Common Stock and receive distributions other than dividends. Shares of Common Stock issuable in settlement of Performance Units will be delivered to the Grantee upon settlement in book entry form or in such other manner as the Administrator may determine.

5. **Adjustments.** In the event of any stock dividend, reclassification, subdivision or combination, or similar transaction affecting the Common Stock to which the Performance Units covered by these Awards relate, the rights of the Grantee will be adjusted as provided in Section 4 of the Plan.

6. **Termination of Services.** Any unvested Performance Units subject to these Awards will be forfeited if the Grantee voluntarily terminates the Grantee's services with the Company or a Subsidiary or Affiliate of the Company, or if the Grantee's services are terminated by the Company for any reason (other than death, Disability, or Retirement, as such terms are defined in Appendix C) before an applicable Settlement Date. Notwithstanding the foregoing, if Grantee ceases to be a Service Provider during either the 2012 Performance Period or the 2013 Performance Period as a result of Grantee's death or Disability, the Grantee shall receive a pro-rata portion of the number of Performance Units, if any, that are earned under Section II.A.3 due to the achievement of one or more performance measures specified in Appendix A or Appendix B, as applicable, during the applicable Performance Period. The pro-rata percentage of the number of Performance Units to be earned and settled under Section II.A.8 shall be equal to (x) the amount determined under Section II.A.3 above at the end of the applicable Performance Period, multiplied by (y) a fraction (not greater than 1), the numerator of which is the number of full calendar months the Grantee was employed or rendering services from the Grant Date through the date of the Grantee's termination, and the denominator of which is 36. If a Participant ceases to be a Service Provider as a result of Participant's Retirement, the Committee may, *in its discretion*, permit Participant to receive a pro-rata portion of the number of Performance Units specified in Section I above, with the pro-rata percentage of the number of Performance Units to be vested to be determined in accordance with the immediately preceding sentence. Any Performance Units that are not earned and do not vest in accordance with the foregoing sentence shall terminate and be forfeited as of the date of the Grantee's termination. Further, the Company retains the right to accelerate the vesting (but not the time of payment) of all or a portion of the Performance Units subject to these Awards, in which event a similar pro-ration determination as provided in the previous sentence will be apply.

7. **Change in Control.** If a Change in Control (as such term is defined in Appendix C) occurs prior to the end of a Performance Period, the Performance Units shall be subject to pro-rata vesting such that the number of Performance Units subject to each Award that shall become vested and non-forfeitable shall equal (x) the Target number of Performance Units (as identified on Appendix A or Appendix B), multiplied by (y) a fraction (not greater than 1), the numerator of which is the number of full calendar months the Grantee was employed or rendering services following the Grant Date through the date of the consummation of the Change in Control, and the denominator of which is 36. Any Performance Units that are not earned and do not vest in accordance with the foregoing sentence shall terminate and be forfeited as of the date of the Change in Control.

8. **Determination of Performance Units Earned and Vested; Settlement.** Upon the Administrator's certification of achievement of the Company's Performance Goals (as described in Appendix A or Appendix B, as applicable), each Award shall be settled by issuing to the Grantee the number of shares of Common Stock determined pursuant to the applicable Appendix

and the Grantee's name shall be entered as the shareholder of record on the books of the Company. This settlement shall occur as soon as practicable following the end of an applicable Performance Period, but in no event later than the March 15th following such Performance Period (the "Settlement Date"). The Settlement Date following the 2012 Performance Period shall sometimes be referred to as the 2012 Settlement Date, and the Settlement Date following the 2013 Performance Period shall sometimes be referred to as the 2013 Settlement Date. In all circumstances, the number of Performance Units earned or vested will be rounded down to the nearest whole Performance Unit, unless otherwise determined by the Administrator. Any unearned Performance Units will be canceled and forfeited.

B. Other Terms and Conditions.

1. **Non-Transferability of Awards.** Except as described below, these Awards and the Performance Units subject to these Awards may not be sold, pledged, assigned, hypothecated, transferred, or disposed of in any manner other than by will or by the laws of descent or distribution. Notwithstanding the foregoing, with the consent of the Administrator in its sole discretion, the Grantee may assign or transfer the Award and its underlying Performance Units to a "Permitted Assignee", if the Permitted Assignee is bound by and subject to all terms and conditions of the Plan and this Agreement, and the Permitted Assignee executes an agreement satisfactory to the Company evidencing these obligations. The terms of these Awards are binding on the executors, administrators, heirs, successors and assigns of the Grantee.

2. **Withholding.** Grantee authorizes the Company to withhold from the shares of Common Stock to be delivered upon vesting of the Performance Units as payment the amount needed to satisfy any applicable income and employment tax withholding obligations, or Grantee agrees to tender sufficient funds to satisfy any applicable income and employment tax withholding obligations in connection with the vesting of the Performance Units and the resulting delivery of Common Stock under these Awards.

3. **Dispute Resolution.** Grantee and the Company agree that any disagreement, dispute, controversy, or claim arising out of or relating to this Agreement, its interpretation, validity, or the alleged breach of this Agreement, will be settled exclusively and, consistent with the procedures specified in this Section II.B.3., irrespective of its magnitude, the amount in controversy, or the nature of the relief sought, in accordance with the following:

(a) **Negotiation.** In the event of any dispute, controversy, claim, question or disagreement arising from or relating to this Agreement or the breach of this Agreement, the Grantee and the Company will use their best efforts to settle the dispute, claim, question or disagreement. To this effect, they will consult and negotiate with each other in good faith and, recognizing their mutual interests, attempt to reach a just and equitable solution satisfactory to both parties.

(b) **Arbitration.** If the Grantee and the Company do not reach a solution within a period of 30 days, then, upon written notice by the Grantee to the Company or the Company

to the Grantee, all disputes, claims, questions, controversies, or differences will be submitted to arbitration administered by the American Arbitration Association (the "AAA") in accordance with the provisions of its Employment Arbitration Rules (the "Arbitration Rules").

(1) **Arbitrator.** The arbitration will be conducted by one arbitrator skilled in the arbitration of executive employment matters. The parties to the arbitration will jointly appoint the arbitrator within 30 days after initiation of the arbitration. If the parties fail to appoint an arbitrator as provided above, an arbitrator with substantial experience in executive employment matters will be appointed by the AAA as provided in the Arbitration Rules. The Company will pay all of the fees, if any, and expenses of the arbitrator and the arbitration, unless otherwise determined by the arbitrator. Each party to the arbitration will be responsible for his/its respective attorneys fees or other costs of representation.

(2) **Location.** The arbitration will be conducted in Oakland County, Michigan.

(3) **Procedure.** At any oral hearing of evidence in connection with the arbitration, each party or its legal counsel will have the right to examine its witnesses and cross-examine the witnesses of any opposing party. No evidence of any witness may be presented in any form unless the opposing party or parties has the opportunity to cross-examine the witness, except under extraordinary circumstances in which the arbitrator determines that the interests of justice require a different procedure.

(4) **Decision.** Any decision or award of the arbitrator is final and binding on the parties to the arbitration proceeding. The parties agree that the arbitration award may be enforced against the parties to the arbitration proceeding or their assets wherever they may be found and that a judgment upon the arbitration award may be entered in any court having jurisdiction.

(5) **Power.** Nothing contained in this Agreement may be deemed to give the arbitrator any authority, power, or right to alter, change, amend, modify, add to, or subtract from any of the provisions of this Agreement.

The provisions of this Section survive the termination or expiration of this Agreement, are binding on the Company's and Grantee's respective successors, heirs, personal representatives, designated beneficiaries and any other person asserting a claim described above, and may not be modified without the consent of the Company. To the extent arbitration is required, no person asserting a claim has the right to resort to any federal, state or local court or administrative agency concerning the claim unless expressly provided by federal statute, and the decision of the arbitrator is a complete defense to any action or proceeding instituted in any tribunal or agency with respect to any dispute, unless precluded by federal statute.

4. **Code Section 409A.** Without limiting the generality of any other provision of this Agreement, Sections 7(m) and 7(n) of the Plan pertaining to Code Section 409A are explicitly incorporated into this Agreement.

5. **No Continued Right as Service Provider.** Nothing in the Plan or in this Agreement confers on the Grantee any right to continue as a Service Provider of the Company or any Subsidiary or Affiliate of the Company, or may interfere with or restrict in any way the rights of the Company or any Subsidiary or Affiliate of the Company, which are hereby expressly reserved, to discharge the Grantee at any time for any reason whatsoever, with or without Cause, except to the extent expressly provided otherwise in a written employment agreement between the Grantee and the Company or any Subsidiary or Affiliate of the Company.

6. **Effect on Other Benefits.** In no event will the value, at any time, of the Performance Units or any other payment or right to payment under this Agreement be included as compensation or earnings for purposes of any other compensation, retirement, or benefit plan offered to employees of, or other Service Providers to, the Company or any Subsidiary or Affiliate of the Company unless otherwise specifically provided for in such plan.

7. **Unfunded and Unsecured General Creditor.** Grantee, as a holder of PSUs and rights under this Agreement has no rights other than those of a general creditor of the Company. The PSUs represent an unfunded and unsecured obligation of the Company, subject to the terms and conditions of this Agreement and the Plan.

8. **Governing Law.** This Agreement is governed by and construed in accordance with the laws of the State of Michigan, notwithstanding conflict of law provisions.

(Signature Page Follows)

This Agreement may be executed in two or more counterparts, each of which is deemed an original and all of which constitute one document.

TRIMAS CORPORATION

By: _____
Name: Joshua A. Sherbin
Title: Vice President, General Counsel and Corporate Secretary

Dated: *[month and date]*, 2012

GRANTEE ACKNOWLEDGES AND AGREES THAT NOTHING IN THIS PERFORMANCE UNIT AGREEMENT, NOR IN THE COMPANY'S 2002 LONG TERM EQUITY INCENTIVE PLAN, WHICH IS INCORPORATED INTO THIS AGREEMENT BY REFERENCE, CONFERS ON GRANTEE ANY RIGHT WITH RESPECT TO CONTINUATION AS A SERVICE PROVIDER OF THE COMPANY OR ANY PARENT OR A SUBSIDIARY OR AFFILIATE OF THE COMPANY, NOR INTERFERES IN ANY WAY WITH GRANTEE'S RIGHT OR THE COMPANY'S RIGHT TO TERMINATE GRANTEE'S SERVICE PROVIDER RELATIONSHIP AT ANY TIME, WITH OR WITHOUT CAUSE AND WITH OR WITHOUT PRIOR NOTICE.

BY CLICKING THE "ACCEPT" BUTTON BELOW, GRANTEE ACKNOWLEDGES RECEIPT OF A COPY OF THE PLAN AND REPRESENTS THAT THE GRANTEE IS FAMILIAR WITH THE TERMS AND PROVISIONS OF THE PLAN. GRANTEE ACCEPTS THESE PERFORMANCE UNIT AWARDS SUBJECT TO ALL OF THE TERMS AND PROVISIONS OF THIS AGREEMENT. GRANTEE HAS REVIEWED THE PLAN AND THIS AGREEMENT IN THEIR ENTIRETY. GRANTEE AGREES TO ACCEPT AS BINDING, CONCLUSIVE AND FINAL ALL DECISIONS OR INTERPRETATIONS OF THE ADMINISTRATOR UPON ANY QUESTIONS ARISING UNDER THE PLAN OR THESE AWARDS.

**APPENDIX A
TO
PERFORMANCE UNIT AGREEMENT**

**PERFORMANCE GOALS FOR 2012 TRANSITIONAL
2012 PERFORMANCE UNIT AWARD WITH 2013 VESTING DATE**

The actual number of 2012 Performance Units earned by the Grantee will be determined by the Administrator by the March 1st following the end of the 2012 Performance Period (“2012 Determination Date”), using data as of, and including, December 31, 2012 under the rules described below. Any 2012 Performance Units not earned as of the 2012 Determination Date will be canceled and forfeited.

1. The actual number of shares of Common Stock delivered to the Grantee in settlement of the 2012 Performance Units earned under this Agreement will be determined based on actual performance results, i.e., EPS Growth, as described below, subject to Section II.A.1 of the Agreement.
2. The Performance Units subject to this 2012 Performance Units Award are earned based on the achievement of specific performance measures over the 2012 Performance Period (i.e., January 1, 2012 through December 31, 2012) and determined on the 2012 Determination Date.
3. The Performance Units subject to this 2012 Performance Units Award that will actually be earned will be based on the achievement of a measure tied to an earnings per share annual growth rate (“EPS Growth %”).
4. For purposes of the performance measures, “EPS Growth %” means the growth rate over the term of this 2012 Performance Units Award of the diluted earnings per share from continuing operations as reported in the Company’s Income Statement within the applicable Form 10-Q and Form 10-K, plus or minus special items that may occur from time-to-time that the Committee believes should adjust the as reported results for measurement of performance.
5. The Performance Units subject to this 2012 Performance Units Award will be determined in accordance with the table below, with the total value of such portion of such Award determined based on the level of EPS Growth % that is achieved:

<u>EPS Growth %</u>	<u>Award Payout (Reflected as % of 2012 Performance Units that will Vest in 2013)</u>
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There will be no pro rata allocations, i.e., no interpolation or rounding up of EPS Growth % and resulting award payout levels.

**APPENDIX B
TO
PERFORMANCE UNIT AGREEMENT**

**PERFORMANCE GOALS FOR 2012 TRANSITIONAL
PERFORMANCE UNIT AWARD WITH 2014 VESTING DATE**

The actual number of 2013 Performance Units earned by the Grantee will be determined by the Administrator by the March 1st following the end of the 2013 Performance Period (“2013 Determination Date”), using data as of, and including, December 31, 2013 under the rules described below. Any 2013 Performance Units not earned as of the 2013 Determination Date will be canceled and forfeited.

1. The actual number of shares of Common Stock delivered to the Grantee in settlement of the 2013 Performance Units earned under this Agreement will be determined based on actual performance results, i.e., EPS CAGR, as described below, subject to Section II.A.2 of the Agreement.
2. The Performance Units subject to this 2013 Performance Units Award are earned based on the achievement of specific performance measures over the 2013 Performance Period (i.e., **January 1, 2013 through December 31, 2013**) and determined on the 2013 Determination Date..
3. The Performance Units subject to this 2013 Performance Units Award that will actually be earned will be based on the achievement of a measure tied to an earnings per share compounded annual growth rate (“EPS CAGR”).
4. For purposes of the performance measures, “EPS CAGR” means the cumulative average growth rate over the term of the Award of the diluted earnings per share from continuing operations as reported in the Company’s Income Statement within the applicable Form 10-Q and Form 10-K, plus or minus special items that may occur from time-to-time that the Committee believes should adjust the as reported results for measurement of performance.
5. The Performance Units subject to this 2013 Performance Units Award will be determined in accordance with the table below, with the total value of such portion of such Award determined based on the level of EPS CAGR that is achieved:

<u>EPS CAGR %</u>	Award Payout (Reflected as % of 2013 Performance Units that will Vest in 2014)
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There will be no pro rata allocations, i.e., no interpolation or rounding up of EPS CAGR % and resulting award payout levels.

**APPENDIX C
TO
PERFORMANCE UNIT AGREEMENT**

DEFINITIONS

For purposes of this Agreement:

“Change in Control” means (i) the dissolution or liquidation of the Company or a merger, consolidation, or reorganization of the Company with one or more other entities in which the Company is not the surviving entity, (ii) a sale of substantially all of the assets of the Company to another person or entity which does not constitute a “related person” to the Company, as such term is defined in the U. S. Treasury Regulations issued in connection with Code Section 409A, or (iii) any transaction (including without limitation a merger or reorganization in which the Company is the surviving entity) which results in any person or entity (other than persons who are stockholders or Affiliates immediately prior to the transaction) owning more than 50% of the combined voting power of all classes of stock of the Company.

“Disability” means a Participant’s physical or mental condition resulting from any medically determinable physical or mental impairment that renders such Participant incapable of engaging in any substantial gainful employment and that can be expected to result in death or that has lasted or can be expected to last for a continuous period of not less than 365 days. Notwithstanding the foregoing, a Participant shall not be deemed to be Disabled as a result of any condition that:

- (a) was contracted, suffered, or incurred while such Participant was engaged in, or resulted from such Participant having engaged in, a felonious activity;
- (b) resulted from an intentionally self-inflicted injury or an addiction to drugs, alcohol, or substances which are not administered under the direction of a licensed physician as part of a medical treatment plan; or
- (c) resulted from service in the Armed Forces of the United States for which such Participant received or is receiving a disability benefit or pension from the United States, or from service in the armed forces of any other country irrespective of any disability benefit or pension.

“Retirement” means termination of Service with the consent of the Committee on or after age 55, or any other definition established by the Company’s Compensation Committee, in its discretion, either in any Award or in writing after the grant of any Award, provided that the definition of Retirement with respect to the timing of payment (and not merely vesting) of any Award subject to Code Section 409A cannot be changed after the Award is granted.

TRIMAS CORPORATION

2006 LONG TERM EQUITY INCENTIVE PLAN

PERFORMANCE UNIT AGREEMENT

TriMas Corporation (“Corporation”), as permitted by the TriMas Corporation 2006 Long Term Equity Incentive Plan (“Plan”), grants to the individual listed below (“Grantee”), the opportunity to earn the Performance Units (“Performance Units”) in the amount designated in this Performance Unit Agreement (“Agreement”), subject to the terms and conditions of the Plan and this Agreement.

Unless otherwise defined in this Agreement or in Appendices A, B, C to this Agreement, the terms used in this Agreement have the same meaning as defined in the Plan. The term “Service Provider” as used in this Agreement means an individual actively providing services to the Corporation or a Subsidiary of the Corporation.

I. NOTICE OF PERFORMANCE UNIT AWARDS

Grantee:	<i>[specify Grantee's name]</i>
Date of Agreement:	<i>[month and day], 2012</i>
Grant Date:	<i>[month and day], 2012</i>
Awards Granted:	Performance Units based on 2012 performance (the "2012 Performance Units") Performance Units based on 2013 performance (the "2013 Performance Units")
Number of Performance Units underlying 2012 Performance Units:	<i>[number of shares]</i> , subject to lesser or greater number depending on achievement of performance goals
Number of Performance Units underlying 2013 Performance Units:	<i>[number of shares]</i> , subject to lesser or greater number depending on achievement of performance goals
Performance Measurement Period for 2012 Performance Units:	Beginning on January 1, 2012, and continuing through December 31, 2012 (the "2012 Performance Period")
Performance Measurement Period for 2013 Performance Units:	Beginning on January 1, 2012, and continuing through December 31, 2013 (the "2013 Performance Period")
Settlement Method:	Earned and vested Performance Units will be settled by delivery of one share of Common Stock for each Performance Unit being settled.

II. AGREEMENT

A. Grant of Performance Units. The Corporation grants to the Grantee (who, pursuant to these Awards is a Participant in the Plan) the number of 2012 Performance Units and 2013 Performance Units (the 2012 Performance Units and the 2013 Performance Units are hereinafter sometimes collectively referred to as the "Performance Units") set forth above, subject to adjustment as provided otherwise in this Agreement. The Performance Units granted under this Agreement are payable only in shares of Common Stock. Notwithstanding anything to the contrary anywhere else in this Agreement, the Performance Units in these Awards are subject to the terms, definitions and provisions of the Plan, which are incorporated by reference into this Agreement.

1. Vesting of the 2012 Performance Units. Grantee must be employed on the 2012 Settlement Date (as such term is defined in Section II.A.8 below to be eligible to vest in, and earn, the 2012 Performance Units. Any unvested 2012 Performance Units subject to this 2012 Performance Award will be canceled and forfeited if the Grantee terminates the Grantee's services with the Corporation or a Subsidiary of the Corporation before the 2012 Settlement Date, except as designated otherwise in this Agreement. Any 2012 Performance Units that remain unearned after the "2012 Determination Date" (as such term is defined in Appendix A) will be canceled and forfeited.

2. Vesting of the 2013 Performance Units. Grantee must be employed on the 2013 Settlement Date (as such term is defined in Section II.A.8 below to be eligible to vest in, and earn, the 2013 Performance Units. Any unvested 2013 Performance Units subject to this 2013

Performance Award will be canceled and forfeited if the Grantee terminates the Grantee's services with the Corporation or a Subsidiary of the Corporation before the 2013 Settlement Date, except as designated otherwise in this Agreement. Any 2013 Performance Units that remain unearned after the "2013 Determination Date" (as such term is defined in Appendix B) will be canceled and forfeited.

3. Performance Goals to Earn Performance Units. Grantee will only receive shares of Common Stock related to, and to the extent that, such shares are earned pursuant to the "Performance Goals" specified in Appendix A or Appendix B to this Agreement, as applicable.

4. Rights of Grantee. These Awards do not entitle the Grantee to any ownership interest in any actual shares of Common Stock unless and until such shares of Common Stock are issued to the Grantee pursuant to the terms of the Plan. Since no property is transferred until the shares of Common Stock are issued, the Grantee acknowledges and agrees that the Grantee cannot and will not attempt to make an election under Section 83(b) of the Code to include the fair market value of the Performance Units in the Grantee's gross income for the taxable year of the grant of these Awards. Until shares of Common Stock are issued to the Grantee in settlement of earned and vested Performance Units under these Awards, the Grantee will have none of the rights of a stockholder of the Corporation with respect to the shares of Common Stock issuable in settlement of the Performance Units, including the right to vote the shares of Common Stock and receive distributions other than dividends. Shares of Common Stock issuable in settlement of Performance Units will be delivered to the Grantee upon settlement in book entry form or in such other manner as the Administrator may determine.

5. Adjustments. In the event of any stock dividend, reclassification, subdivision or combination, or similar transaction affecting the Common Stock to which the Performance Units covered by these Awards relate, the rights of the Grantee will be adjusted as provided in Article X of the Plan.

6. Termination of Services. Any unvested Performance Units subject to these Awards will be forfeited if the Grantee voluntarily terminates the Grantee's services with the Corporation or a Subsidiary of the Corporation, or if the Grantee's services are terminated by the Company for any reason (other than death, Disability, or Retirement, as such term is defined in Appendix C) before an applicable Settlement Date. Notwithstanding the foregoing, if Grantee ceases to be a Service Provider during either the 2012 Performance Period or the 2013 Performance Period as a result of Grantee's death or Disability, the Grantee shall receive a pro-rata portion of the number of Performance Units, if any, that are earned under Section II.A.3 due to the achievement of one or more performance measures specified in Appendix A or Appendix B, as applicable, during the applicable Performance Period. The pro-rata percentage of the number of Performance Units to be earned and settled under Section II.A.8 shall be equal to (x) the amount determined under Section II.A.3 above at the end of the applicable Performance Period, multiplied by (y) a fraction (not greater than 1), the numerator of which is the number of full calendar months the Grantee was employed or rendering services from the Grant Date through the date of the Grantee's termination, and the denominator of which is 36. If a Participant ceases to be a Service Provider as a result of

Participant's Retirement, the Committee may, *in its discretion*, permit Participant to receive a pro-rata portion of the number of Performance Units specified in Section I above, with the pro-rata percentage of the number of Performance Units to be vested to be determined in accordance with the immediately preceding sentence. Any Performance Units that are not earned and do not vest in accordance with the foregoing sentence shall terminate and be forfeited as of the date of the Grantee's termination. Further, the Corporation retains the right to accelerate the vesting (but not the time of payment) of all or a portion of the Performance Units subject to these Awards, in which event a similar pro-rata determination as provided in the previous sentence will be apply.

7. **Change in Control.** If a Change in Control occurs prior to the end of a Performance Period, the Performance Units shall be subject to pro-rata vesting such that the number of Performance Units subject to each Award that shall become vested and non-forfeitable shall equal (x) the Target number of Performance Units (as identified on Appendix A or B), multiplied by (y) a fraction (not greater than 1), the numerator of which is the number of full calendar months the Grantee was employed or rendering services following the Grant Date through the date of the consummation of the Change in Control, and the denominator of which is 36. Any Performance Units that are not earned and do not vest in accordance with the foregoing sentence shall terminate and be forfeited as of the date of the Change in Control.

8. **Determination of Performance Units Earned and Vested; Settlement.** Upon the Administrator's certification of achievement of the Corporation's Performance Goals (as described in Appendix A or Appendix B, as applicable) and the Grantee's satisfaction of the vesting requirements in Section II.A.1 above, each Award shall be settled by issuing to the Grantee the number of shares of Common Stock determined pursuant to the applicable Appendix and the Grantee's name shall be entered as the shareholder of record on the books of the Corporation. This settlement shall occur as soon as practicable following the end of an applicable Performance Period, but in no event later than the March 15th following such Performance Period (the "Settlement Date"). The Settlement Date following the 2012 Performance Period shall sometimes be referred to as the 2012 Settlement Date, and the Settlement Date following the 2013 Performance Period shall sometimes be referred to as the 2013 Settlement Date. In all circumstances, the number of Performance Units earned or vested will be rounded down to the nearest whole Performance Unit, unless otherwise determined by the Administrator. Any unearned Performance Units will be canceled and forfeited.

B. Other Terms and Conditions.

1. **Non-Transferability of Awards.** Except as described below, these Awards and the Performance Units subject to these Awards may not be sold, pledged, assigned, hypothecated, transferred, or disposed of in any manner other than by will or by the laws of descent or distribution. Notwithstanding the foregoing, with the consent of the Administrator in its sole discretion, the Grantee may assign or transfer the Award and its underlying Performance Units to a "Permitted Assignee", if the Permitted Assignee is bound by and subject to all terms and conditions of the Plan and this Agreement, and the Permitted Assignee executes an agreement satisfactory to the Corporation evidencing these obligations. The terms of these Awards are binding on the executors,

administrators, heirs, successors and assigns of the Grantee.

2. **Withholding.** Grantee authorizes the Corporation to withhold from the shares of Common Stock to be delivered upon vesting of the Performance Units as payment the amount needed to satisfy any applicable income and employment tax withholding obligations, or Grantee agrees to tender sufficient funds to satisfy any applicable income and employment tax withholding obligations in connection with the vesting of the Performance Units and the resulting delivery of Common Stock under each Award.

3. **Dispute Resolution.** Grantee and the Corporation agree that any disagreement, dispute, controversy, or claim arising out of or relating to this Agreement, its interpretation, validity, or the alleged breach of this Agreement, will be settled exclusively and, consistent with the procedures specified in this Section II.B.3., irrespective of its magnitude, the amount in controversy, or the nature of the relief sought, in accordance with the following:

(a) **Negotiation.** In the event of any dispute, controversy, claim, question or disagreement arising from or relating to this Agreement or the breach of this Agreement, the Grantee and the Corporation will use their best efforts to settle the dispute, claim, question or disagreement. To this effect, they will consult and negotiate with each other in good faith and, recognizing their mutual interests, attempt to reach a just and equitable solution satisfactory to both parties.

(b) **Arbitration.** If the Grantee and the Corporation do not reach a solution within a period of 30 days, then, upon written notice by the Grantee to the Corporation or the Corporation to the Grantee, all disputes, claims, questions, controversies, or differences will be submitted to arbitration administered by the American Arbitration Association (the "AAA") in accordance with the provisions of its Employment Arbitration Rules (the "Arbitration Rules").

(1) **Arbitrator.** The arbitration will be conducted by one arbitrator skilled in the arbitration of executive employment matters. The parties to the arbitration will jointly appoint the arbitrator within 30 days after initiation of the arbitration. If the parties fail to appoint an arbitrator as provided above, an arbitrator with substantial experience in executive employment matters will be appointed by the AAA as provided in the Arbitration Rules. The Corporation will pay all of the fees, if any, and expenses of the arbitrator and the arbitration, unless otherwise determined by the arbitrator. Each party to the arbitration will be responsible for his/its respective attorneys fees or other costs of representation.

(2) **Location.** The arbitration will be conducted in Oakland County, Michigan.

(3) **Procedure.** At any oral hearing of evidence in connection with the arbitration, each party or its legal counsel will have the right to examine its witnesses

and cross-examine the witnesses of any opposing party. No evidence of any witness may be presented in any form unless the opposing party or parties has the opportunity to cross-examine the witness, except under extraordinary circumstances in which the arbitrator determines that the interests of justice require a different procedure.

(4) **Decision.** Any decision or award of the arbitrator is final and binding on the parties to the arbitration proceeding. The parties agree that the arbitration award may be enforced against the parties to the arbitration proceeding or their assets wherever they may be found and that a judgment upon the arbitration award may be entered in any court having jurisdiction.

(5) **Power.** Nothing contained in this Agreement may be deemed to give the arbitrator any authority, power, or right to alter, change, amend, modify, add to, or subtract from any of the provisions of this Agreement.

The provisions of this Section survive the termination or expiration of this Agreement, are binding on the Corporation's and Grantee's respective successors, heirs, personal representatives, designated beneficiaries and any other person asserting a claim described above, and may not be modified without the consent of the Corporation. To the extent arbitration is required, no person asserting a claim has the right to resort to any federal, state or local court or administrative agency concerning the claim unless expressly provided by federal statute, and the decision of the arbitrator is a complete defense to any action or proceeding instituted in any tribunal or agency with respect to any dispute, unless precluded by federal statute.

4. **Code Section 409A.** Without limiting the generality of any other provision of this Agreement, Section 11.9 of the Plan pertaining to Code Section 409A is explicitly incorporated into this Agreement.

5. **No Continued Right as Service Provider.** Nothing in the Plan or in this Agreement confers on the Grantee any right to continue as a Service Provider of the Corporation or any Subsidiary of the Corporation, or may interfere with or restrict in any way the rights of the Corporation or any Subsidiary of the Corporation, which are hereby expressly reserved, to discharge the Grantee at any time for any reason whatsoever, with or without Cause, except to the extent expressly provided otherwise in a written employment agreement between the Grantee and the Corporation or any Subsidiary of the Corporation.

6. **Effect on Other Benefits.** In no event will the value, at any time, of the Performance Units or any other payment or right to payment under this Agreement be included as compensation or earnings for purposes of any other compensation, retirement, or benefit plan offered to employees of, or other Service Providers to, the Corporation or any Subsidiary of the Corporation unless otherwise specifically provided for in such plan.

7. **Unfunded and Unsecured General Creditor.** Grantee, as a holder of PSUs and rights under this Agreement has no rights other than those of a general creditor of the

Corporation. The PSUs represent an unfunded and unsecured obligation of the Corporation, subject to the terms and conditions of this Agreement and the Plan.

8. Governing Law. This Agreement is governed by and construed in accordance with the laws of the State of Michigan, notwithstanding conflict of law provisions.

(Signature Page Follows)

This Agreement may be executed in two or more counterparts, each of which is deemed an original and all of which constitute one document.

TRIMAS CORPORATION

By: ___
Name: Joshua A. Sherbin
Title: Vice President, General Counsel and Corporate Secretary

Dated: *[month and date]*, 2012

GRANTEE ACKNOWLEDGES AND AGREES THAT NOTHING IN THIS PERFORMANCE UNIT AGREEMENT, NOR IN THE CORPORATION'S 2006 LONG TERM EQUITY INCENTIVE PLAN, WHICH IS INCORPORATED INTO THIS AGREEMENT BY REFERENCE, CONFERS ON GRANTEE ANY RIGHT WITH RESPECT TO CONTINUATION AS A SERVICE PROVIDER OF THE CORPORATION OR ANY PARENT OR SUBSIDIARY OF THE CORPORATION, NOR INTERFERES IN ANY WAY WITH GRANTEE'S RIGHT OR THE CORPORATION'S RIGHT TO TERMINATE GRANTEE'S SERVICE PROVIDER RELATIONSHIP AT ANY TIME, WITH OR WITHOUT CAUSE AND WITH OR WITHOUT PRIOR NOTICE.

BY CLICKING THE "ACCEPT" BUTTON BELOW, GRANTEE ACKNOWLEDGES RECEIPT OF A COPY OF THE PLAN AND REPRESENTS THAT THE GRANTEE IS FAMILIAR WITH THE TERMS AND PROVISIONS OF THE PLAN. GRANTEE ACCEPTS THESE PERFORMANCE UNIT AWARDS SUBJECT TO ALL OF THE TERMS AND PROVISIONS OF THIS AGREEMENT. GRANTEE HAS REVIEWED THE PLAN AND THIS AGREEMENT IN THEIR ENTIRETY. GRANTEE AGREES TO ACCEPT AS BINDING, CONCLUSIVE AND FINAL ALL DECISIONS OR INTERPRETATIONS OF THE ADMINISTRATOR UPON ANY QUESTIONS ARISING UNDER THE PLAN OR THESE AWARDS.

**APPENDIX A
TO
PERFORMANCE UNIT AGREEMENT**

**PERFORMANCE GOALS FOR 2012 TRANSITIONAL
2012 PERFORMANCE UNIT AWARD WITH 2013 VESTING DATE**

The actual number of 2012 Performance Units earned by the Grantee will be determined by the Administrator by the March 1st following the end of the 2012 Performance Period (“2012 Determination Date”), using data as of, and including, December 31, 2012 under the rules described below. Any 2012 Performance Units not earned as of the 2012 Determination Date will be canceled and forfeited.

1. The actual number of shares of Common Stock delivered to the Grantee in settlement of the 2012 Performance Units earned under this Agreement will be determined based on actual performance results, i.e., EPS Growth, as described below, subject to Section II.A.1 of the Agreement.
2. The Performance Units subject to this 2012 Performance Units Award are earned based on the achievement of specific performance measures over the 2012 Performance Period (i.e., January 1, 2012 through December 31, 2012) and determined on the 2012 Determination Date.
3. The Performance Units subject to this 2012 Performance Units Award that will actually be earned will be based on the achievement of a measure tied to an earnings per share annual growth rate (“EPS Growth %”).
4. For purposes of the performance measures, “EPS Growth %” means the growth rate over the term of this 2012 Performance Units Award of the diluted earnings per share from continuing operations as reported in the Corporation’s Income Statement within the applicable Form 10-Q and Form 10-K, plus or minus special items that may occur from time-to-time that the Committee believes should adjust the as reported results for measurement of performance.
5. The Performance Units subject to this 2012 Performance Units Award will be determined in accordance with the table below, with the total value of such portion of such Award determined based on the level of EPS Growth % that is achieved:

<u>EPS Growth %</u>	<u>Award Payout (Reflected as % of 2012 Performance Units that will Vest in 2013)</u>
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There will be no pro rata allocations, i.e., no interpolation or rounding up of EPS Growth % and resulting award payout levels.

**APPENDIX B
TO
PERFORMANCE UNIT AGREEMENT**

**PERFORMANCE GOALS FOR 2012 TRANSITIONAL
PERFORMANCE UNIT AWARD WITH 2014 VESTING DATE**

The actual number of 2013 Performance Units earned by the Grantee will be determined by the Administrator by the March 1st following the end of the 2013 Performance Period (“2013 Determination Date”), using data as of, and including, December 31, 2013 under the rules described below. Any 2013 Performance Units not earned as of the 2013 Determination Date will be canceled and forfeited.

1. The actual number of shares of Common Stock delivered to the Grantee in settlement of the 2013 Performance Units earned under this Agreement will be determined based on actual performance results, i.e., EPS CAGR, as described below, subject to Section II.A.2 of the Agreement.
2. The Performance Units subject to this 2013 Performance Units Award are earned based on the achievement of specific performance measures over the 2013 Performance Period (i.e., January 1, 2012 through December 31, 2013) and determined on the 2013 Determination Date..
3. The Performance Units subject to this 2013 Performance Units Award that will actually be earned will be based on the achievement of a measure tied to an earnings per share compounded annual growth rate (“EPS CAGR”).
4. For purposes of the performance measures, “EPS CAGR” means the cumulative average growth rate over the term of the Award of the diluted earnings per share from continuing operations as reported in the Corporation’s Income Statement within the applicable Form 10-Q and Form 10-K, plus or minus special items that may occur from time-to-time that the Committee believes should adjust the as reported results for measurement of performance.
5. The Performance Units subject to this 2013 Performance Units Award will be determined in accordance with the table below, with the total value of such portion of such Award determined based on the level of EPS CAGR that is achieved:

<u>EPS CAGR %</u>	Award Payout (Reflected as % of 2013 Performance Units that will Vest in 2014)
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There will be no pro rata allocations, i.e., no interpolation or rounding up of EPS CAGR % and resulting award payout levels.

**APPENDIX C
TO
PERFORMANCE UNIT AGREEMENT**

DEFINITIONS

For purposes of this Agreement:

“Retirement” means termination of Service with the consent of the Committee on or after age 55, or any other definition established by the Corporation’s Compensation Committee, in its discretion, either in any Award or in writing after the grant of any Award, provided that the definition of Retirement with respect to the timing of payment (and not merely vesting) of any Award subject to Code Section 409A cannot be changed after the Award is granted.

TRIMAS CORPORATION
2011 OMNIBUS INCENTIVE COMPENSATION PLAN

PERFORMANCE STOCK UNIT AGREEMENT

TriMas Corporation (“Corporation”), as permitted by the TriMas Corporation 2011 Omnibus Incentive Compensation Plan (“Plan”), grants to the individual listed below (“Grantee”), the opportunity to earn the Performance Stock Units (“PSUs”) in the amount designated in this Performance Stock Unit Agreement (“Agreement”), subject to the terms and conditions of the Plan and this Agreement.

Unless otherwise defined in this Agreement or in Appendices A or B to this Agreement, the terms used in this Agreement have the same meaning as defined in the Plan; provided, however, that, as permitted by Section 10.1 of the Plan, the PSUs awarded in this Agreement consist solely of Restricted Stock Units (with performance conditions) under the Plan. The term “Service Provider” as used in this Agreement means an individual actively providing services to the Corporation or a Subsidiary or Affiliate of the Corporation.

I. NOTICE OF PSU AWARDS

Grantee:	<i>[specify Grantee’s name]</i>
Date of Agreement:	<i>[month and day], 2012</i>
Grant Date:	<i>[month and day], 2012</i>
Awards Granted:	PSUs based on 2012 performance (the “2012 PSUs”) PSUs based on 2012 and 2013 performance (the “2013 PSUs”)
Number of PSUs underlying 2012 PSUs:	<i>[number of shares]</i> , subject to lesser or greater number depending on achievement of performance goals
Number of PSUs underlying 2013 PSUs:	<i>[number of shares]</i> , subject to lesser or greater number depending on achievement of performance goals
Performance Measurement Period for 2012 PSUs Award:	Beginning on <i>January 1, 2012</i> , and continuing through <i>December 31, 2012</i> (the “2012 Performance Period”)
Performance Measurement Period for 2013 PSUs Award:	Beginning on <i>January 1, 2012</i> , and continuing through <i>December 31, 2013</i> (the “2013 Performance Period”)
Settlement Method:	Earned and vested PSUs will be settled by delivery of one share of Stock for each PSU being settled.

II. AGREEMENT

A. Grant of PSUs. The Corporation grants to the Grantee (who, pursuant to these Awards is a Participant in the Plan) the number of 2012 PSUs and 2013 PSUs (the 2012 PSUs and the 2013 PSUs are hereinafter sometimes collectively referred to as the “PSUs”) set forth above, subject to adjustment as provided otherwise in this Agreement. The PSUs granted under this Agreement are payable only in shares of Stock. Notwithstanding anything to the contrary anywhere else in this Agreement, the PSUs in these Awards are subject to the terms, definitions and provisions of the Plan, which are incorporated by reference into this Agreement.

1. Vesting of the 2012 PSUs. Grantee must be employed on the 2012 Settlement Date (as such term is defined in Section II.A.8 below to be eligible to vest in, and earn, the 2012 PSUs. Any unvested 2012 PSUs subject to the 2012 PSUs Award will be canceled and forfeited if the Grantee terminates the Grantee’s services with the Corporation or a Subsidiary or Affiliate of the Corporation before the 2012 Settlement Date, except as designated otherwise in this Agreement. Any 2012 PSUs that remain unearned after the “2012 Determination Date” (as such term is defined in Appendix A) will be canceled and forfeited.

2. Vesting of the 2013 PSUs. Grantee must be employed on the 2013 Settlement Date (as such term is defined in Section II.A.8 below to be eligible to vest in, and earn, the 2013 PSUs. Any unvested 2013 PSUs subject to the 2013 PSUs Award will be canceled and forfeited if the Grantee terminates the Grantee’s services with the Corporation or a Subsidiary or Affiliate of the Corporation before the 2013 Settlement Date, except as designated otherwise in this Agreement. Any 2013 PSUs that remain unearned after the “2013 Determination Date” (as such term is defined in Appendix B) will be canceled and forfeited.

3. Performance Goals to Earn PSUs. Grantee will only receive shares of Stock related to, and to the extent that, such shares are earned pursuant to the “Performance Goals” specified in Appendix A or Appendix B to this Agreement, as applicable.

4. Rights of Grantee. These Awards do not entitle the Grantee to any ownership interest in any actual shares of Stock unless and until such shares of Stock are issued to the Grantee pursuant to the terms of the Plan. Since no property is transferred until the shares of Stock are issued, the Grantee acknowledges and agrees that the Grantee cannot and will not attempt to make an election under Section 83(b) of the Code to include the fair market value of the PSUs in the Grantee’s gross income for the taxable year of the grant of these Awards. Until shares of Stock are issued to the Grantee in settlement of earned and vested PSUs under these Awards, the Grantee will have none of the rights of a stockholder of the Corporation with respect to the shares of Stock issuable in settlement of the PSUs, including the right to vote the shares of Stock and receive distributions other than dividends. Shares of Stock issuable in settlement of PSUs will be delivered to the Grantee upon settlement in book entry form or in such other manner as the Committee may determine.

5. Adjustments. In the event of any stock dividend, reclassification, subdivision or combination, or similar transaction affecting the Stock to which the PSUs covered by these Awards relate, the rights of the Grantee will be adjusted as provided in Section 17 of the Plan.

6. Termination of Services. Any unvested PSUs subject to these Awards will be forfeited if the Grantee voluntarily terminates the Grantee's services with the Corporation or a Subsidiary or Affiliate, or the Grantee's services are terminated by the Company for any reason (other than death, Disability, or Retirement) before an applicable Settlement Date. Notwithstanding the foregoing, if Grantee ceases to be a Service Provider during either the 2012 Performance Period or the 2013 Performance Period as a result of Grantee's death or Disability, the Grantee shall receive a pro-rata portion of the number of PSUs, if any, that are earned under Section II.A.3 due to the achievement of one or more performance measures specified in Appendix A or Appendix B, as applicable, during the applicable Performance Period. The pro-rata percentage of the number of PSUs to be earned and settled under Section II.A.8 shall be equal to (x) the amount determined under Section II.A.3 above at the end of the applicable Performance Period, multiplied by (y) a fraction (not greater than 1), the numerator of which is the number of full calendar months the Grantee was employed or rendering services from the Grant Date through the date of the Grantee's termination, and the denominator of which is 36. If Grantee ceases to be a Service Provider as a result of Grantee's Retirement, the Committee may, *in its discretion*, permit Grantee to receive a pro-rata portion of the number of PSUs determined under Section II.A.3 above, with the pro-rata percentage of the number of PSUs to be vested to be determined in accordance with the immediately preceding sentence. Any PSUs that are not earned and do not vest in accordance with this Section shall terminate and be forfeited as of the date of the Grantee's termination. Further, the Corporation retains the right to accelerate the vesting (but not the time of payment) of all or a portion of the PSUs subject to these Awards, in which event a similar pro-rata determination as provided in the previous sentence will be apply.

7. Change in Control. If a Change in Control occurs prior to the end of a Performance Period, the PSUs shall be subject to pro-rata vesting such that the number of PSUs subject to each Award that shall become vested and non-forfeitable shall equal (x) the Target number of PSUs (as identified on Appendix A or Appendix B), multiplied by (y) a fraction (not greater than 1), the numerator of which is the number of full calendar months the Grantee was employed or rendering services following the Grant Date through the date of the consummation of the Change in Control, and the denominator of which is 36. Any PSUs that are not earned and do not vest in accordance with the foregoing sentence shall terminate and be forfeited as of the date of the Change in Control.

8. Determination of PSUs Earned and Vested; Settlement. Upon the Committee's certification of achievement of the Corporation's Performance Goals (as described in Appendix A or Appendix B, as applicable) and the Grantee's satisfaction of the vesting requirements in Section II.A.1 above, each Award shall be settled by issuing to the Grantee the number of Shares of Stock determined pursuant to the applicable Appendix and the Grantee's name shall be entered as the shareholder of record on the books of the Corporation. This settlement shall occur as soon as practicable following the end of an applicable Performance Period, but in no event later than the March 15th following such Performance Period (the "Settlement Date"). The Settlement Date following the 2012 Performance Period shall sometimes be referred to as the "2012 Settlement Date", and the 2013 Performance Period shall sometimes be referred to as the "2013 Settlement Date". In all circumstances, the number of PSUs earned or vested will be rounded down to the nearest whole PSU, unless otherwise determined by the Committee. Any unearned PSUs will be

cancelled and forfeited.

B. Other Terms and Conditions.

1. **Non-Transferability of Awards.** Except as described below, these Awards and the PSUs subject to these Awards may not be sold, pledged, assigned, hypothecated, transferred, or disposed of in any manner other than by will or by the laws of descent or distribution. Notwithstanding the foregoing, with the consent of the Committee in its sole discretion, the Grantee may assign or transfer these Awards and its underlying PSUs to a “Permitted Assignee”, if the Permitted Assignee is bound by and subject to all terms and conditions of the Plan and this Agreement, and the Permitted Assignee executes an agreement satisfactory to the Corporation evidencing these obligations. The terms of these Awards are binding on the executors, administrators, heirs, successors and assigns of the Grantee.

2. **Withholding.** Grantee authorizes the Corporation to withhold from the shares of Stock to be delivered upon vesting of the PSUs as payment the amount needed to satisfy any applicable income and employment tax withholding obligations, or Grantee agrees to tender sufficient funds to satisfy any applicable income and employment tax withholding obligations in connection with the vesting of the PSUs and the resulting delivery of Stock under each Award.

3. **Dispute Resolution.** Grantee and the Corporation agree that any disagreement, dispute, controversy, or claim arising out of or relating to this Agreement, its interpretation, validity, or the alleged breach of this Agreement, will be settled exclusively and, consistent with the procedures specified in this Section B.3., irrespective of its magnitude, the amount in controversy, or the nature of the relief sought, in accordance with the following:

(a) **Negotiation.** In the event of any dispute, controversy, claim, question or disagreement arising from or relating to this Agreement or the breach of this Agreement, the Grantee and the Corporation will use their best efforts to settle the dispute, claim, question or disagreement. To this effect, they will consult and negotiate with each other in good faith and, recognizing their mutual interests, attempt to reach a just and equitable solution satisfactory to both parties.

(b) **Arbitration.** If the Grantee and the Corporation do not reach a solution within a period of 30 days, then, upon written notice by the Grantee to the Corporation or the Corporation to the Grantee, all disputes, claims, questions, controversies, or differences will be submitted to arbitration administered by the American Arbitration Association (the “AAA”) in accordance with the provisions of its Employment Arbitration Rules (the “Arbitration Rules”).

(1) **Arbitrator.** The arbitration will be conducted by one arbitrator skilled in the arbitration of executive employment matters. The parties to the arbitration will jointly appoint the arbitrator within 30 days after initiation of the arbitration. If the parties fail to appoint an arbitrator as provided above, an arbitrator

with substantial experience in executive employment matters will be appointed by the AAA as provided in the Arbitration Rules. The Corporation will pay all of the fees, if any, and expenses of the arbitrator and the arbitration, unless otherwise determined by the arbitrator. Each party to the arbitration will be responsible for his/its respective attorneys fees or other costs of representation.

(2) **Location.** The arbitration will be conducted in Oakland County, Michigan.

(3) **Procedure.** At any oral hearing of evidence in connection with the arbitration, each party or its legal counsel will have the right to examine its witnesses and cross-examine the witnesses of any opposing party. No evidence of any witness may be presented in any form unless the opposing party or parties has the opportunity to cross-examine the witness, except under extraordinary circumstances in which the arbitrator determines that the interests of justice require a different procedure.

(4) **Decision.** Any decision or award of the arbitrator is final and binding on the parties to the arbitration proceeding. The parties agree that the arbitration award may be enforced against the parties to the arbitration proceeding or their assets wherever they may be found and that a judgment upon the arbitration award may be entered in any court having jurisdiction.

(5) **Power.** Nothing contained in this Agreement may be deemed to give the arbitrator any authority, power, or right to alter, change, amend, modify, add to, or subtract from any of the provisions of this Agreement.

The provisions of this Section survive the termination or expiration of this Agreement, are binding on the Corporation's and Grantee's respective successors, heirs, personal representatives, designated beneficiaries and any other person asserting a claim described above, and may not be modified without the consent of the Corporation. To the extent arbitration is required, no person asserting a claim has the right to resort to any federal, state or local court or administrative agency concerning the claim unless expressly provided by federal statute, and the decision of the arbitrator is a complete defense to any action or proceeding instituted in any tribunal or agency with respect to any dispute, unless precluded by federal statute.

4. **Code Section 409A.** Without limiting the generality of any other provision of this Agreement, Sections 18.9 and 18.10 of the Plan pertaining to Code Section 409A are explicitly incorporated into this Agreement.

5. **No Continued Right as Service Provider.** Nothing in the Plan or in this Agreement confers on the Grantee any right to continue as a Service Provider of the Corporation or any Subsidiary or Affiliate of the Corporation, or may interfere with or restrict in any way the rights of the Corporation or any Subsidiary or Affiliate of the Corporation, which are hereby expressly reserved, to discharge the Grantee at any time for any reason whatsoever, with or without

Cause, except to the extent expressly provided otherwise in a written employment agreement between the Grantee and the Corporation or any Subsidiary or Affiliate of the Corporation.

6. Effect on Other Benefits. In no event will the value, at any time, of the PSUs or any other payment or right to payment under this Agreement be included as compensation or earnings for purposes of any other compensation, retirement, or benefit plan offered to employees of, or other Service Providers to, the Corporation or any Subsidiary or Affiliate of the Corporation or Affiliate unless otherwise specifically provided for in such plan.

7. Unfunded and Unsecured General Creditor. Grantee, as a holder of PSUs and rights under this Agreement has no rights other than those of a general creditor of the Corporation. The PSUs represent an unfunded and unsecured obligation of the Corporation, subject to the terms and conditions of this Agreement and the Plan.

8. Governing Law. This Agreement is governed by and construed in accordance with the laws of the State of Michigan, notwithstanding conflict of law provisions.

(Signature Page Follows)

This Agreement may be executed in two or more counterparts, each of which is deemed an original and all of which constitute one document.

TRIMAS CORPORATION

By: _____
Name: Joshua A. Sherbin
Title: Vice President, General Counsel and Corporate Secretary

Dated: *[month and date]*, 2012

GRANTEE ACKNOWLEDGES AND AGREES THAT NOTHING IN THIS PERFORMANCE STOCK UNIT AGREEMENT, NOR IN THE CORPORATION'S 2011 OMNIBUS INCENTIVE COMPENSATION PLAN, WHICH IS INCORPORATED INTO THIS AGREEMENT BY REFERENCE, CONFERS ON GRANTEE ANY RIGHT WITH RESPECT TO CONTINUATION AS A SERVICE PROVIDER OF THE CORPORATION OR ANY PARENT OR SUBSIDIARY OR AFFILIATE OF THE CORPORATION, NOR INTERFERES IN ANY WAY WITH GRANTEE'S RIGHT OR THE CORPORATION'S RIGHT TO TERMINATE GRANTEE'S SERVICE PROVIDER RELATIONSHIP AT ANY TIME, WITH OR WITHOUT CAUSE AND WITH OR WITHOUT PRIOR NOTICE.

BY CLICKING THE "ACCEPT" BUTTON BELOW, GRANTEE ACKNOWLEDGES RECEIPT OF A COPY OF THE PLAN AND REPRESENTS THAT THE GRANTEE IS FAMILIAR WITH THE TERMS AND PROVISIONS OF THE PLAN. GRANTEE ACCEPTS THESE PERFORMANCE STOCK UNIT AWARDS SUBJECT TO ALL OF THE TERMS AND PROVISIONS OF THIS AGREEMENT. GRANTEE HAS REVIEWED THE PLAN AND THIS AGREEMENT IN THEIR ENTIRETY. GRANTEE AGREES TO ACCEPT AS BINDING, CONCLUSIVE AND FINAL ALL DECISIONS OR INTERPRETATIONS OF THE COMMITTEE UPON ANY QUESTIONS ARISING UNDER THE PLAN OR THESE AWARDS.

**APPENDIX A
TO
PERFORMANCE STOCK UNIT AGREEMENT**

**PERFORMANCE GOALS FOR 2012 TRANSITIONAL
2012 PSU AWARD WITH 2013 VESTING DATE**

The actual number of 2012 PSUs earned by the Grantee will be determined by the Committee by the March 1st following the end of the 2012 Performance Period (“2012 Determination Date”), using data as of, and including, December 31, 2012 under the rules described below. Any 2012 PSUs not earned as of the 2012 Determination Date will be canceled and forfeited.

1. The actual number of shares of Stock delivered to the Grantee in settlement of the 2012 PSUs earned under this Agreement will be determined based on actual performance results, i.e., EPS Growth, as described below, subject to Section II.A.1 of the Agreement.
2. The PSUs subject to the 2012 PSUs Award are earned based on the achievement of specific performance measures over the 2012 Performance Period (i.e., January 1, 2012 through December 31, 2012) and determined on the 2012 Determination Date.
3. The PSUs subject to the 2012 PSUs Award that will actually be earned will be based on the achievement of a measure tied to an earnings per share annual growth rate (“EPS Growth %”).
4. For purposes of the performance measures, “EPS Growth %” means the growth rate over the term of these Awards of the diluted earnings per share from continuing operations as reported in the Corporation’s Income Statement within the applicable Form 10-Q and Form 10-K, plus or minus special items that may occur from time-to-time that the Committee believes should adjust the as reported results for measurement of performance.
5. The PSUs subject to the 2012 PSUs Award will be determined in accordance with the table below, with the total value of such portion of such Award determined based on the level of EPS Growth % that is achieved:

<u>EPS Growth %</u>	<u>Award Payout (Reflected as % of 2012 PSUs that will Vest in 2013)</u>
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There will be no pro rata allocations, i.e., no interpolation or rounding up of EPS Growth % and resulting award payout levels.

**APPENDIX B
TO
PERFORMANCE STOCK UNIT AGREEMENT**

**PERFORMANCE GOALS FOR 2012 TRANSITIONAL
2013 PSU AWARD WITH 2014 VESTING DATE**

The actual number of 2013 PSUs earned by the Grantee will be determined by the Committee by the March 1st following the end of the 2013 Performance Period (“2013 Determination Date”), using data as of, and including, December 31, 2013 under the rules described below. Any 2013 PSUs not earned as of the 2013 Determination Date will be canceled and forfeited:

1. The actual number of shares of Stock delivered to the Grantee in settlement of the 2013 PSUs earned under this Agreement will be determined based on actual performance results, i.e., EPS CAGR, as described below, subject to Section II.A.2 of the Agreement.
2. The PSUs subject to the 2013 PSUs Award are earned based on the achievement of specific performance measures over the 2013 Performance Period (i.e., January 1, 2012 through December 31, 2013) and determined on the 2013 Determination Date.
3. The PSUs subject to the 2013 PSUs Award that will actually be earned will be based on the achievement of a measure tied to an earnings per share compounded annual growth rate (“EPS CAGR”).
4. For purposes of the performance measures, “EPS CAGR” means the cumulative average growth rate over the term of the 2013 PSUs Award of the diluted earnings per share from continuing operations as reported in the Corporation’s Income Statement within the applicable Form 10-Q and Form 10-K, plus or minus special items that may occur from time-to-time that the Committee believes should adjust the as reported results for measurement of performance.
5. The PSUs subject to the 2013 PSUs Award will be determined in accordance with the table below, with the total value of such portion of such Award determined based on the level of EPS CAGR that is achieved:

EPS CAGR %

**Award Payout
(Reflected as % of 2013 PSUs
that will Vest in 2014)**

There will be no pro rata allocations, i.e., no interpolation or rounding up of EPS CAGR % and resulting award payout levels.