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 SECURITIES AND EXCHANGE COMMISSION  
 WASHINGTON, D.C. 20549

FORM 10-K  
 ANNUAL REPORT PURSUANT TO SECTION 13 OR 15(D) OF  
 THE SECURITIES EXCHANGE ACT OF 1934

FOR THE FISCAL YEAR ENDED DECEMBER 31, 1994 COMMISSION FILE NUMBER 1-10716

TRIMAS CORPORATION  
 (EXACT NAME OF REGISTRANT AS SPECIFIED IN ITS CHARTER)

DELAWARE	38-2687639
(STATE OF INCORPORATION)	(I.R.S. EMPLOYER IDENTIFICATION NO.)
315 EAST EISENHOWER PARKWAY	48108
ANN ARBOR, MICHIGAN	(ZIP CODE)
(ADDRESS OF PRINCIPAL EXECUTIVE OFFICES)	

REGISTRANT'S TELEPHONE NUMBER, INCLUDING AREA CODE: 313-747-7025

SECURITIES REGISTERED PURSUANT TO SECTION 12(B) OF THE ACT:

TITLE OF EACH CLASS	NAME OF EACH EXCHANGE ON WHICH REGISTERED
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COMMON STOCK, \$.01 PAR VALUE	NEW YORK STOCK EXCHANGE, INC.
5% CONVERTIBLE SUBORDINATED DEBENTURES DUE 2003	NEW YORK STOCK EXCHANGE, INC.

SECURITIES REGISTERED PURSUANT TO SECTION 12(G) OF THE ACT:  
 NONE

INDICATE BY CHECK MARK WHETHER THE REGISTRANT (1) HAS FILED ALL REPORTS REQUIRED TO BE FILED BY SECTION 13 OR 15(D) OF THE SECURITIES EXCHANGE ACT OF 1934 DURING THE PRECEDING 12 MONTHS, AND (2) HAS BEEN SUBJECT TO SUCH FILING REQUIREMENTS FOR THE PAST 90 DAYS. YES /X/ NO / /

INDICATE BY CHECK MARK IF DISCLOSURE OF DELINQUENT FILERS PURSUANT TO ITEM 405 OF REGULATION S-K IS NOT CONTAINED HEREIN, AND WILL NOT BE CONTAINED, TO THE BEST OF REGISTRANT'S KNOWLEDGE, IN DEFINITIVE PROXY OR INFORMATION STATEMENTS INCORPORATED BY REFERENCE IN PART III OF THIS FORM 10-K OR ANY AMENDMENT TO THIS FORM 10-K. /X/

THE AGGREGATE MARKET VALUE OF THE REGISTRANT'S COMMON STOCK HELD BY NON-AFFILIATES OF THE REGISTRANT ON FEBRUARY 15, 1995 (BASED ON THE CLOSING SALE PRICE OF \$21 1/4 OF THE REGISTRANT'S COMMON STOCK AS REPORTED ON THE NEW YORK STOCK EXCHANGE COMPOSITE TAPE ON SUCH DATE) WAS APPROXIMATELY \$328,510,000.

NUMBER OF SHARES OUTSTANDING OF THE REGISTRANT'S COMMON STOCK AT FEBRUARY 15, 1995:

36,650,501 SHARES OF COMMON STOCK, PAR VALUE \$.01 PER SHARE

PORTIONS OF THE REGISTRANT'S DEFINITIVE PROXY STATEMENT TO BE FILED FOR ITS 1995 ANNUAL MEETING OF STOCKHOLDERS ARE INCORPORATED BY REFERENCE INTO PART III OF THIS REPORT.

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## TABLE OF CONTENTS

ITEM -----		PAGE -----
	PART I	
1.	Business.....	2
2.	Properties.....	8
3.	Legal Proceedings.....	8
4.	Submission of Matters to a Vote of Security Holders.....	8
	Supplementary Item. Executive Officers of Registrant.....	8
	PART II	
5.	Market for Registrant's Common Equity and Related Stockholder Matters.....	9
6.	Selected Financial Data.....	10
7.	Management's Discussion and Analysis of Financial Condition and Results of Operations.....	11
8.	Financial Statements and Supplementary Data.....	16
9.	Changes in and Disagreements With Accountants on Accounting and Financial Disclosure.....	33
	PART III	
10.	Directors and Executive Officers of the Registrant.....	34
11.	Executive Compensation.....	34
12.	Security Ownership of Certain Beneficial Owners and Management.....	34
13.	Certain Relationships and Related Transactions.....	34
	PART IV	
14.	Exhibits, Financial Statement Schedules, and Reports on Form 8-K.....	35
	Signatures.....	37
	FINANCIAL STATEMENT SCHEDULES	
	TriMas Corporation and Subsidiaries Financial Statement Schedule.....	F-1

## PART I

## ITEM 1. BUSINESS.

TriMas Corporation is a diversified proprietary products company with leadership positions in commercial, industrial and consumer niche markets. TriMas Corporation's operations are conducted through sixteen operating businesses principally manufacturing industrial container closures, pressurized gas cylinders, specialty industrial gaskets, towing systems products, specialty fasteners, specialty products for fiberglass insulation, specialty tapes and precision cutting tools. TriMas Corporation's businesses are managed as decentralized autonomous profit centers which emphasize entrepreneurial management, high value-added products and services and strong cash flows.

TriMas Corporation was incorporated under the laws of the State of Delaware in 1986 as Campbell Industries, Inc., and, in October, 1988, adopted the name TriMas Corporation in connection with the transactions described below. Immediately prior to such transactions, the Company was principally a manufacturer of industrial fasteners as a result of an acquisition in December, 1986. Except as the context otherwise indicates, the terms "TriMas Corporation" and the "Company" refer to TriMas Corporation and its consolidated subsidiaries.

Effective October 1, 1988, the Company acquired various businesses and cash from MascoTech, Inc. ("MascoTech") in exchange for securities of the Company. In a related transaction, Masco Corporation ("Masco"), which prior to the above described acquisition had an equity ownership interest in the Company, acquired additional shares of Company Common Stock, \$.01 par value per share (the "Company Common Stock"), in exchange for cash. The Company became a public corporation in February, 1989 when approximately 28 percent of the then outstanding Company Common Stock was distributed by Masco to its stockholders as a special dividend. MascoTech currently holds approximately 41 percent of Company Common Stock and Masco currently holds approximately 5 percent of Company Common Stock.

In January, 1990, the Company acquired three businesses from Masco which are engaged in the manufacture of trailer hitches, tow bars and accessories, winches, jacks and couplers as well as flame-retardant facings and jacketings and pressure-sensitive tapes used in conjunction with insulation products. In June, 1990, the Company acquired the operating assets and business of Draw-Tite, Inc. Draw-Tite is engaged in the manufacture and sale of trailer hitches and other related towing systems products. In October, 1991, the Company acquired all of the capital stock of Monogram Aerospace Fasteners, Inc., a manufacturer of highly engineered specialty fasteners for the domestic and international aerospace industry. In November, 1993, the Company acquired from MascoTech all of the capital stock of Lamons Metal Gasket Co., a manufacturer and distributor of specialty industrial gaskets.

## INDUSTRY SEGMENTS

While each of the Company's businesses operates as an autonomous entity, they are grouped into four distinct categories for financial reporting purposes: Specialty Fasteners, Towing Systems, Specialty Container

Products and Corporate Companies. The following table details the entities which compose each of the Company's operating segments.

COMPANY	DATE ACQUIRED	PRINCIPAL PRODUCTS
Specialty Fasteners:		
Lake Erie Screw Corporation.....	December, 1986	Fasteners
Commonwealth Industries.....	October, 1988	Heat treating
Eskay Screw Corporation.....	October, 1988	Fasteners
Monogram Aerospace Fasteners, Inc. ....	October, 1991	Fasteners
Towing Systems:		
Fulton Performance Products, Inc. ....	January, 1990	Jacks, winches and couplers
Reese Products, Inc. ....	January, 1990	Vehicle hitches and related accessories
Draw-Tite, Inc. ....	June, 1990	Vehicle hitches and related accessories
Specialty Container Products:		
Norris Cylinder Company.....	October, 1988	Compressed gas cylinders
Rieke Corporation.....	October, 1988	Industrial container closures and related products
Lamons Metal Gasket Co. ....	November, 1993	Specialty industrial gaskets
Corporate Companies:		
Kee Services, Inc. ....	October, 1988	Vacuum heat treating
Keo Cutters, Inc. ....	October, 1988	Precision cutting tools
Punchcraft Company.....	October, 1988	Punches and dies
Reska Spline Products, Inc. ....	October, 1988	Master gears and gages
Richards Micro-Tool, Inc. ....	October, 1988	Precision cutting tools
Compac Corporation.....	January, 1990	Insulation facing and specialty tapes

Although all of the businesses have been acquired since the Company was formed in 1986, each business had a long operating history prior to its acquisition by the Company.

The following table sets forth net sales and operating profit information for the past three years for each of the Company's industry segments.

	(IN THOUSANDS)		
	FOR THE YEARS ENDED DECEMBER 31,		
	1994	1993	1992
NET SALES:			
Specialty Fasteners.....	\$138,720	\$122,740	\$113,020
Towing Systems.....	163,130	139,790	122,960
Specialty Container Products.....	163,880	118,970	94,090
Corporate Companies.....	69,750	61,730	58,160
Total net sales.....	\$535,480	\$443,230	\$388,230
OPERATING PROFIT (BEFORE GENERAL CORPORATE EXPENSE):			
Specialty Fasteners.....	\$ 24,280	\$ 19,250	\$ 17,340
Towing Systems.....	25,660	22,150	17,670
Specialty Container Products.....	39,060	28,820	22,830
Corporate Companies.....	9,850	7,110	6,670
Total operating profit.....	\$ 98,850	\$ 77,330	\$ 64,510

For further business segment information see Note 14 of the Notes to Consolidated Financial Statements of the Company.

## SPECIALTY FASTENERS

Lake Erie Screw Corporation, Eskay Screw Corporation, Monogram Aerospace Fasteners, Inc. and Commonwealth Industries form the Company's Specialty Fasteners segment. Lake Erie and Eskay are manufacturers of both standard and custom-designed ferrous, nonferrous and special alloy fasteners sold to commercial and industrial markets. Monogram Fasteners manufactures permanent blind bolt and temporary fasteners used in aircraft construction and assembly. Commonwealth provides specialized metallurgical services for fastener products used in a variety of markets.

Lake Erie specializes in manufacturing both standard and custom-designed large diameter fasteners, generally in sizes 1/4" to 1 1/4". Lake Erie's design and engineering capabilities enable the company to formulate fastener product programs to meet demanding metallurgical and performance specifications for a wide variety of customers. With this emphasis on design and engineering, coupled with its ability to offer just-in-time delivery, the Company believes that Lake Erie has established a premier reputation in the industry for product quality and service. Lake Erie products are sold to distributors and manufacturers in the agricultural, transportation, construction, fabricated metal products, and commercial and industrial maintenance markets. Lake Erie is a leading manufacturer of private brand products for the equipment maintenance aftermarket, supplying national and regional private brand distributor organizations. During 1994 TriMas Fasteners, Inc., a capacity expansion of Lake Erie, commenced operations in the first phase of a planned 275,000 square foot large diameter industrial fastener manufacturing and distribution facility in Indiana.

Eskay manufactures both ferrous and nonferrous standard and specialty-designed small diameter fasteners, generally in sizes 3/8" and smaller. Eskay's strategy is to focus on niche markets which require high value-added products for critical applications. Eskay's ES-Form(R) and ES-Form(R) II, Plask(R) I and Plask(R) II, Plask H/L(R), and Tri-Plask(R) self-threading specialty fasteners, for example, are designed for use in applications where the absence of drilling chip contamination is critical. A typical application would be electronic or electrical assemblies installed within metallic or plastic housings and requiring no chip contamination to qualify for UL or other certification. Eskay products are marketed directly to distributors and manufacturers in the electrical and electronic equipment, appliance, fabricated metal products, furniture, transportation and agricultural markets.

Monogram Fasteners manufactures highly engineered specialty fasteners for the domestic and international aerospace industry. Monogram Fasteners is the leader in the development of blind bolt fastener technology for the aerospace industry. Its Visu-Lok(R), Visu-Lok(R) II and Radial-Lok(TM) blind bolts, which allow sections of aircraft to be joined together when access is provided to only one side of the airframe, are lighter in weight and provide certain cost efficiencies over conventional two-sided fastening devices. Monogram Fasteners' Composi-Lok(R) and Composi-Lok(R) II blind bolts are designed to solve unique fastening problems associated with the assembly of composite aircraft structures, and are therefore particularly well suited to take advantage of the increasing use of composite materials in aircraft construction.

Commonwealth Industries provides commercial heat treating and specialized metallurgical and finishing services for fastener products used in the automotive, industrial, agricultural and construction markets.

The Company's fasteners are sold through factory personnel and independent sales representatives. Although the overall market for fasteners and metallurgical services is highly competitive, these businesses primarily provide products and services for specialized market niches, and principally compete as quality and service oriented suppliers in their respective market segments.

## TOWING SYSTEMS

The Towing Systems segment comprises Draw-Tite, Inc., Reese Products, Inc. and Fulton Performance Products, Inc. These three companies are leading producers of vehicle hitches, jacks, winches, couplers and related accessories. Draw-Tite, Reese and Fulton give TriMas the leading position in the design and manufacture of towing systems products for domestic and imported passenger cars, light trucks and recreational vehicles. The Company believes that product lines offered by its Towing Systems companies are

the most extensive in the industry, permitting TriMas to provide custom-designed products for virtually every towing vehicle and need.

Each company conducts extensive testing of its products to assure reliable and safe performance. Engineering, product design and fatigue testing are performed utilizing computer aided design and finite element analysis. In addition, on-road performance research is conducted on hitches with instrumentation equipped trailers and towing vehicles. Extensive product testing programs have improved product safety and reliability and reduced manufacturing costs.

The Company believes that Draw-Tite is the largest North American manufacturer and distributor of premium towing systems products, including hitches and towing accessories, such as hitch balls, sway controls, wiring harnesses and brake controls. Draw-Tite has two manufacturing facilities and seven regional distribution centers in the United States, as well as a sales and distribution center in Canada. Draw-Tite sales are principally to independent installers through its own sales organization. Rapid delivery and customer service are emphasized, with most Draw-Tite orders shipped within twenty-four hours of receipt.

Reese manufactures premium towing systems products, including weight-distributing hitches and towing accessories, which are sold to independent installers, distributors, recreational vehicle manufacturers and automotive aftermarket retailers. Sales in the United States are made by both Reese sales personnel and independent sales representatives and are distributed from five regional distribution centers. Reese also manufactures and distributes hitches and towing accessories in Canada and Australia, and the Company believes that Reese is the largest manufacturer of such products in Australia.

Fulton is a major manufacturer of winches, jacks, couplers and accessories for marine, recreational vehicle, agricultural and industrial markets. These products are sold by Fulton marketing personnel to distributors, manufacturers and aftermarket retailers.

Due to seasonal factors, sales by companies which form the Towing Systems segment are stronger during the Company's second and third quarters.

#### SPECIALTY CONTAINER PRODUCTS

The Company's Specialty Container Products segment consists of Rieke Corporation, Norris Cylinder Company and Lamons Metal Gasket Co., leading suppliers of products for the containment and dispensing of fluids and gases for the chemical, agricultural, refining, food, petroleum, health care and other industries.

The Company believes that Rieke is the largest manufacturer in North America of steel and plastic industrial container closures and dispensing products. Rieke's manufacturing and distribution facilities in the United States, Canada and Mexico, as well as distribution capabilities in Europe and the Far East, allow Rieke to service most major world markets for its products. Industrial container closures are manufactured using metal forming and plastic injection molding technologies, supplemented by automated material handling systems.

Rieke believes its investment in new product development and manufacturing programs has enabled it to develop and produce precise quality, high performance products while maintaining cost-efficient production capabilities. For more than seventy years, Rieke's new product development programs have provided innovative and attractive proprietary product opportunities, which have been an integral part of its success. Among these products are the ViseGrip(R) steel flange and plug closure, the Poly-ViseGrip(R) plastic closure, the all plastic, environmentally safe, self-venting FlexSpout(R) flexible pouring spout and the ViseGrip drum closure.

Rieke sells its products through factory personnel primarily to industrial container manufacturers who also utilize Rieke's specialty tooling to install the closures. A significant portion of Rieke's products are specified by end-users of industrial containers. Rieke believes it has been successful in having end-users specify its products because of Rieke's history of new product development, its product quality and performance characteristics and its customer service standards.

Norris is the world's leading manufacturer of a complete line of large and intermediate size, high-pressure and low-pressure cylinders for the transportation, storage and dispensing of compressed gases. Norris is one of two United States manufacturers of large high-pressure seamless compressed gas cylinders, used principally for shipping, storing and dispensing oxygen, nitrogen, argon, helium and other gases for industrial and health care markets. In addition, Norris offers a complete line of low-pressure welded cylinders used to contain and dispense acetylene gas for the welding and cutting industries. The Company believes that Norris is the largest United States manufacturer of large and intermediate size high-pressure cylinders and is a major source of acetylene cylinders.

The Company believes that Norris is the leading product innovator in its industry. Among Norris' product developments are the Ultrapure(R) seamless stainless steel cylinder for the semiconductor and pharmaceutical industries, the patented Pacesetter(TM) cylinder, which was the first asbestos-free acetylene cylinder available to satisfy increasing concerns about asbestos in the workplace environment, and the Ultralight(TM) high-pressure cylinder designed to hold 30 percent more gas than standard cylinders of similar size, weight and diameter. In addition, Norris has directed a portion of its research and new product development efforts to specially-designed cylinders for natural gas powered vehicles and related refueling facilities.

Norris markets cylinders primarily to major industrial gas producers and distributors, welding equipment distributors and equipment manufacturers. Cylinder products are sold by Norris personnel organized in five geographic sales regions. Sales for export markets and to national accounts are made by personnel at Norris' corporate office.

Lamons manufactures and distributes metallic and nonmetallic industrial gaskets for refining, petrochemical and other industrial applications principally in the United States and, through a wholly-owned subsidiary, in Canada. Gaskets are supplied both for original installations and replacement and maintenance.

The Company believes that Lamons is the largest gasket supplier to the United States petroleum refining and petrochemical industries. Sales are made direct from the factory to major customers, through seven company-owned distribution facilities in major regional markets, or through a large network of independent distributors. Lamons has maintained its market leadership position through superior customer service and delivery and high product quality.

#### CORPORATE COMPANIES

The Company currently has six businesses that compose its Corporate Companies segment. The largest of these companies is Compac Corporation, the leading manufacturer of flame-retardant facings and jacketings used in conjunction with fiberglass insulation as temperature and vapor barriers. These products are principally used for commercial and industrial construction applications, and are sold to most major manufacturers of fiberglass insulation.

Compac's product line also includes pressure-sensitive specialty tape products which are marketed to insulation manufacturers as well as to numerous other customers. Pressure-sensitive products for the insulation industry are utilized for sealing pipe jacketing, ducts and fiberglass wrappings to increase the efficiency and cost effectiveness of heating and cooling installations. Combined with Compac's facing and jacketing products, pressure-sensitive specialty tapes enable Compac to offer customers the only complete systems approach to insulation installation. With important product positions in several specialty tape markets, Compac is pursuing further opportunities to expand its presence in the industry. Utilizing existing pressure-sensitive adhesive technologies, Compac continues to develop new product programs to expand its pressure-sensitive product positions into subsegments of existing markets, including the medical supply industry.

The other businesses that constitute the Corporate Companies segment produce a variety of specialty precision tools such as center drills, cutters, end mills, reamers, master gears, gages and punches and provide specialty metal finishing services. Principal markets served by these companies include the automotive, aerospace, appliance, medical and electronics industries, with such diverse products as miniature precision cutting tools for orthopedic surgery and ophthalmic surgical products to high volume industrial cutting tools and master gages.

## GENERAL INFORMATION CONCERNING INDUSTRY SEGMENTS

Except for the Company's businesses which form the Towing Systems segment, no material portion of the Company's business is seasonal. No material portion of the Company's business has special working capital requirements. The Company does not consider backlog orders to be a material factor in its industry segments, and no material portion of its business is dependent upon any one customer or subject to renegotiation of profits or termination of contracts at the election of the federal government. Compliance with federal, state and local regulations relating to the discharge of materials into the environment, or otherwise relating to the protection of the environment, is not expected to result in material capital expenditures by the Company or to have a material effect on the Company's earnings or competitive position. In general, raw materials required by the Company are obtainable from various sources and in the quantities desired. Except for Rieke's facilities in Canada and Mexico, Lamons' Canadian facilities and the Canadian and Australian operations of Reese, all of the Company's manufacturing operations are in the United States. Approximately five percent of the Company's net sales for 1994 and approximately seven percent of the Company's net sales for both 1993 and 1992, were attributable to export sales from the United States. Further financial information concerning the Company's operations in its industry segments as of and for each of the three years in the period ended December 31, 1994 is set forth in the notes to the Company's consolidated financial statements.

## PATENTS AND TRADEMARKS

The Company holds a number of patents, patent applications, licenses, trademarks and trade names. The Company considers its patents, patent applications, licenses, trademarks and trade names to be valuable, but does not believe that there is any reasonable likelihood that the loss of any such rights would have a material effect on the Company's industry segments or its present business as a whole.

## COMPETITION

The major markets for the Company's products in its industry segments are highly competitive. Competition is based primarily on performance, quality, service and price, with the relative importance of such factors varying among products. Although a number of companies of varying size compete with the Company in its industry segments, no single competitor is in substantial competition with the Company with respect to more than a few of its product lines.

## EMPLOYEES

The Company currently employs approximately 3,500 people. Satisfactory relations have generally prevailed between the Company and its employees.

## ITEM 2. PROPERTIES.

The following table identifies the Company's manufacturing facilities by location and the industry segments utilizing such facilities:

California.....	Commerce (a)
Illinois.....	Wood Dale (a)
Indiana.....	Auburn (c), Elkhart (b), Frankfort (a), Mongo (b)
Louisiana.....	Baton Rouge (c)
Massachusetts.....	Plymouth (d)
Michigan.....	Detroit (a), Warren (d) (d) (d) (d), Canton (b)
New Jersey.....	Edison (d), Netcong (d)
Ohio.....	Lakewood (a)
Texas.....	Houston (c), Longview (c)
Wisconsin.....	Mosinee (b)
Australia.....	Hampton Park, Victoria (b)
Canada.....	Brampton, Ontario (c), Fort Erie, Ontario (c), Oakville, Ontario (b), Sarnia, Ontario (c)
Mexico.....	Mexico City (c)

Note: Multiple footnotes to the same municipality denote separate facilities in that location. Industry segments in the preceding table are identified as follows: (a) Specialty Fasteners; (b) Towing Systems; (c) Specialty Container Products; and (d) Corporate Companies.

The Company's largest manufacturing facility, consisting of approximately 400,000 square feet, is located in Lakewood, Ohio. This facility is owned by the Company and is used to manufacture specialty fasteners. The Company's other manufacturing facilities range in size from approximately 10,000 to 250,000 square feet. Most of these facilities are owned by the Company and are not subject to significant encumbrances. The Company's executive offices are leased facilities in Ann Arbor, Michigan.

The Company's buildings, machinery and equipment have been generally well maintained, are in good operating condition, and are adequate for the Company's current production requirements.

## ITEM 3. LEGAL PROCEEDINGS.

The Company is subject to claims and litigation in the ordinary course of its business, but does not believe any such claim or litigation is material.

## ITEM 4. SUBMISSION OF MATTERS TO A VOTE OF SECURITY HOLDERS.

Not applicable.

## SUPPLEMENTARY ITEM. EXECUTIVE OFFICERS OF THE REGISTRANT (PURSUANT TO INSTRUCTION 3 TO ITEM 401(B) OF REGULATION S-K).

NAME	POSITION	AGE	OFFICER SINCE
Richard A. Manoogian.....	Chairman of the Board	58	1989
Brian P. Campbell.....	President	54	1986
William E. Meyers.....	Vice President-Controller	62	1987
Peter C. DeChants.....	Vice President-Treasurer	42	1990

Each of the officers is elected to a term of one year or less and serves at the discretion of the Board of Directors. Mr. Manoogian is and has been the Chairman of the Board and the Chief Executive Officer of each of Masco Corporation and MascoTech, Inc., affiliates of the Company. Masco Corporation is a manufacturer of building and home improvement and home furnishings products for the home and family. MascoTech, Inc. manufactures products principally for the original equipment and aftermarket transportation markets. Mr. Campbell has been President of the Company since its founding in 1986. Mr. Meyers has been Vice President-Controller of the Company since August, 1987. Mr. DeChants has been Vice President-Treasurer of the Company since January, 1990.

## PART II

## ITEM 5. MARKET FOR REGISTRANT'S COMMON EQUITY AND RELATED STOCKHOLDER MATTERS.

The New York Stock Exchange ("NYSE") is the principal market on which the Company's Common Stock is traded (under the symbol TMS). The following table indicates the high and low sale prices for Company Common Stock as reported on the NYSE Composite Tape and Common Stock dividends declared for the periods indicated.

	MARKET PRICE		DIVIDENDS DECLARED
	HIGH	LOW	
1993			
First Quarter.....	\$16 1/2	\$14 1/4	\$.025
Second Quarter.....	18 3/4	15 5/8	.03
Third Quarter.....	20	17	.03
Fourth Quarter.....	24 5/8	18 1/4	.03
			-----
Total.....			\$.115
			=====
1994			
First Quarter.....	\$28 1/2	\$22 3/4	\$ .03
Second Quarter.....	27 1/8	21 5/8	.04
Third Quarter.....	24 7/8	21 1/2	.04
Fourth Quarter.....	23 5/8	18 3/8	.04
			-----
Total.....			\$ .15
			=====

On February 15, 1995, there were approximately 2,950 holders of record of Company Common Stock.

The Company expects that its practice of paying quarterly dividends on its Common Stock will continue, although future dividends will continue to depend upon the Company's earnings, capital requirements, financial condition and other factors.

## ITEM 6. SELECTED FINANCIAL DATA.

The following table sets forth summary consolidated financial information for the years and dates indicated:

	(IN THOUSANDS EXCEPT PER SHARE AMOUNTS)				
	1994	1993 (A)	1992 (B)	1991 (C)	1990
	-----	-----	-----	-----	-----
Net sales.....	\$535,480	\$443,230	\$388,230	\$339,440	\$328,470
Operating profit.....	\$ 91,400	\$ 70,020	\$ 58,620	\$ 53,980	\$ 53,720
Income before extraordinary charge.....	\$ 50,100	\$ 38,000	\$ 29,780	\$ 20,260	\$ 19,960
Earnings available for common stock before extraordinary charge.....	\$ 50,100	\$ 32,750	\$ 22,780	\$ 13,260	\$ 12,960
Earnings per common share before extraordinary charge:					
Primary.....	\$1.35	\$1.05	\$.87	\$.67	\$.66
Fully diluted.....	\$1.28	\$1.01	\$.87	\$.67	\$.66
Dividends declared per common share (D)....	\$.15	\$.115	\$.05		
At December 31:					
Working capital.....	\$207,570	\$163,770	\$131,820	\$119,120	\$140,400
Total assets.....	\$614,320	\$564,130	\$446,620	\$448,760	\$424,830
Long-term debt.....	\$238,600	\$238,890	\$178,490	\$266,570	\$256,690
Shareholders' equity.....	\$290,600	\$244,850	\$215,440	\$115,570	\$105,000

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(A) Reflects the acquisition of one business in 1993.

(B) Net income, earnings available for common stock and earnings per common share in 1992 were \$24.0 million, \$17.0 million and \$.65, respectively, after being reduced \$5.7 million, \$5.7 million and \$.22, respectively, for an extraordinary charge related to the early extinguishment of subordinated debt.

(C) Net income, earnings available for common stock and earnings per common share in 1991 were \$17.8 million, \$10.8 million and \$.54, respectively, after being reduced \$2.5 million, \$2.5 million and \$.13, respectively, for an extraordinary charge related to the early extinguishment of subordinated debt. Reflects the acquisition of one business in 1991.

(D) In the third quarter of 1992 the Company initiated a regular quarterly dividend on its common stock.

ITEM 7. MANAGEMENT'S DISCUSSION AND ANALYSIS OF FINANCIAL CONDITION AND RESULTS OF OPERATIONS.

During 1994 TriMas achieved record net sales and operating earnings for the seventh consecutive year as it continued its focus on operating and financial strategies to improve operating performance and shareholder returns. These strategies include internal and external programs to strengthen the Company's competitive positions in key markets, including increased levels of manufacturing efficiency and customer service, new product development and market share initiatives, and the acquisition of selected companies which can enhance future growth and profitability.

The discussion which follows should be reviewed in conjunction with the financial statements and related footnotes to assist in understanding the Company's results of operations, its financial position, cash flows, capital structure and other relevant financial information.

ANALYSIS OF 1994 OPERATIONS COMPARED TO 1993 OPERATIONS

Record net sales of \$535.5 million in 1994 increased 20.8 percent over 1993 net sales of \$443.2 million. TriMas' strategic diversification of products and markets has balanced its operating risk over a broad range of industries, moderating the cyclical impact of individual markets. As in 1993, the results of the Company's strategic diversification, including emphasis on niche markets, manufacturing efficiencies and market share initiatives, played an important role in 1994's sales performance.

The Company's gross margin percentage increased to 32.5 percent in 1994, up from 32.1 percent in 1993. The improvement in 1994's gross margin reflects the incremental profit impact of increased sales volumes as well as the effects of ongoing cost reduction and manufacturing efficiency initiatives. Selling, general and administrative expenses increased 14.5 percent in 1994, compared to 1993, but as a percentage of net sales decreased to 15.4 percent, compared to 16.3 percent in 1993.

Consolidated operating profit, after general corporate expense, equaled \$91.4 million during 1994, compared to \$70.0 million in 1993, an increase of 30.5 percent, with operating profit margins of 17.1 percent and 15.8 percent in 1994 and 1993, respectively.

A record year was experienced by the Specialty Fasteners segment in both sales and operating profit as operating profit increased 26.1 percent to \$24.3 million, compared to \$19.3 million in 1993, while sales of \$138.7 million were 13.0 percent higher than 1993 sales of \$122.7 million. Higher levels of economic activity contributed to segment sales increases during 1994, reflected by increased sales to the heavy-duty truck, distribution and other original equipment markets. As a result of higher sales levels and improved operating efficiencies, the segment operating profit margin increased to 17.5 percent in 1994, compared to 15.7 percent in 1993. In 1994 inventory turnover was 5.5 times as compared to 5.1 times in 1993. Capital expenditures during the year, primarily for Lake Erie Screw Corporation and TriMas Fasteners, Inc., were \$9.1 million, compared to 1993's \$9.2 million.

Record operating profit of the Towing Systems segment increased 15.8 percent to \$25.7 million, compared to \$22.2 million in 1993. Record segment sales increased 16.7 percent to \$163.1 million, compared to \$139.8 million in 1993. Operating performance of the segment was favorably impacted by higher domestic vehicle sales, market share initiatives and manufacturing efficiencies resulting from both 1993 and 1994 capital expenditure programs. The segment's 1994 operating profit margin equaled 15.7 percent, compared to 15.8 percent in 1993. Inventory turnover during the year was 3.1 times as compared to 3.0 times in 1993. Capital expenditures decreased to \$6.7 million, compared to \$7.9 million in 1993.

In 1994 operating profit of the Specialty Container Products segment increased 35.5 percent to a record \$39.1 million, compared to \$28.8 million in 1993. Segment sales of \$163.9 million, also a record level, were 37.7 percent higher than 1993's \$119.0 million. Lamons Metal Gasket Co., acquired in November 1993, has been included in the Specialty Container Products segment for financial reporting purposes and is included in 1994 segment results. The segment's operating profit margin in 1994 of 23.8 percent was affected by full year acquisition related expenses at Lamons. Although Lamons' historical operating profit margin has been lower relative to the combined historical margin of the other two segment companies, its margins have consistently met or exceeded the high standards of the Company's acquisition criteria. In 1993 the segment's operating

margin equaled 24.2 percent. The segment's inventory turnover was 6.3 times in 1994, compared to 6.6 times during 1993. Capital expenditures for the segment, primarily to further improve manufacturing efficiencies and service capabilities, were \$5.4 million, compared to \$7.8 million in 1993.

The Corporate Companies segment achieved record operating results during 1994 as operating profit increased 38.5 percent to \$9.9 million, compared to \$7.1 million in 1993. Record segment sales of \$69.8 million increased 13.0 percent, compared to \$61.7 million in 1993. The Precision Cutting Tools group and Compac Corporation both benefited from the generally stronger economy. Compac Corporation's continued expansion in specialty industrial tape niche markets and the cost savings associated with the successful consolidation of two industrial tape manufacturing facilities during the latter part of the year also contributed to 1994's sales and earnings increases. All of these factors contributed to the segment's 1994 operating profit margin of 14.1 percent exceeding that achieved in 1993 of 11.5 percent. In 1994 inventory turnover was 5.6 times as compared to 5.3 times in 1993. Capital expenditures during the year increased to \$3.0 million, compared to \$1.3 million in 1993.

Primary earnings per common share increased 28.6 percent to \$1.35 in 1994 based on 37.0 million average common shares and equivalents outstanding, compared to \$1.05 and 31.1 million shares and equivalents outstanding in 1993. The increase in primary shares outstanding was principally the result of the conversion of the Company's \$100 Convertible Participating Preferred Stock in December 1993. Fully diluted earnings per common share in 1994 were \$1.28, based on 42.1 million average common shares and equivalents outstanding, compared to \$1.01 and 39.1 million shares and equivalents outstanding in 1993. The increase in fully diluted shares in 1994 was principally the result of the issuance of the 5% Convertible Subordinated Debentures Due 2003 in August 1993, which are convertible into 5.1 million common shares.

#### ANALYSIS OF 1993 OPERATIONS COMPARED TO 1992 OPERATIONS

TriMas achieved net sales in 1993 of \$443.2 million, an increase of 14.2 percent over 1992 net sales of \$388.2 million. As in 1992, the results of the Company's strategic diversification, including emphasis on niche markets, manufacturing efficiencies and market share initiatives, played an important role in 1993's sales performance.

The Company's gross margin percentage increased to 32.1 percent in 1993, up from 31.5 percent in 1992. The improvement in 1993's gross margin reflects the incremental profit impact of increased sales volumes as well as the effects of ongoing cost reduction and manufacturing efficiency initiatives. Selling, general and administrative expenses as a percentage of net sales decreased modestly during 1993 to 16.3 percent, compared to 16.4 percent for 1992.

Consolidated operating profit, after general corporate expense, equaled \$70.0 million during 1993, compared to \$58.6 million in 1992, with operating profit margins of 15.8 percent and 15.1 percent in 1993 and 1992, respectively.

The Specialty Fasteners segment operating profit increased 11.0 percent to \$19.3 million, compared to \$17.3 million in 1992, while sales of \$122.7 million were 8.6 percent higher than 1992 sales of \$113.0 million. Higher levels of economic activity contributed to segment sales increases during 1993, reflected by increased sales to the heavy-duty truck, distribution and other original equipment markets. As a result of higher sales levels and improved operating efficiencies, the segment operating profit margin increased to 15.7 percent in 1993, compared to 15.3 percent in 1992. Segment profit performance in both years was impacted by higher costs relating to quality and customer service initiatives, as well as higher costs associated with the establishment of TriMas Fasteners, Inc. In 1993 inventory turnover was 5.1 times as compared to 4.5 times in 1992. Capital expenditures during the year, primarily for Lake Erie Screw Corporation and TriMas Fasteners, Inc., were \$9.2 million, an increase of 139.4 percent over 1992's \$3.8 million.

Operating profit of the Towing Systems segment increased 25.4 percent to \$22.2 million, compared to \$17.7 million in 1992. Segment sales increased 13.7 percent to \$139.8 million, compared to \$123.0 million in 1992. Operating performance of the segment was favorably impacted by higher domestic vehicle sales, market share initiatives and manufacturing efficiencies resulting from both 1992 and 1993 capital expenditure

programs. As a result of increased sales levels and operating efficiencies, the segment's 1993 operating profit margin increased to 15.8 percent, compared to 14.4 percent in 1992. Inventory turnover during the year was 3.0 times as compared to 3.1 times in 1992. Capital expenditures decreased to \$7.9 million, compared to \$10.2 million in 1992.

In 1993 operating profit of the Specialty Container Products segment increased 26.2 percent to \$28.8 million, compared to \$22.8 million in 1992. Segment sales of \$119.0 million were 26.4 percent higher than 1992's \$94.1 million. Lamons Metal Gasket Co., acquired in November 1993, has been included in the Specialty Container Products segment for financial reporting purposes and is included in 1993 segment results. Operating margin in 1993 of the previously owned segment companies improved over 1992's level, while the acquisition of Lamons and the related depreciation and amortization affected the segment operating margin as a whole. The segment's inventory turnover was 6.6 times in 1993, compared to 7.0 times during 1992. Capital expenditures for the segment, primarily to further improve manufacturing efficiencies and service capabilities, and consolidate manufacturing facilities at Norris Cylinder Company, were \$7.8 million, compared to \$3.5 million in 1992.

The Corporate Companies segment operating profit increased 6.6 percent to \$7.1 million, compared to \$6.7 million in 1992. Segment sales of \$61.7 million increased 6.1 percent, compared to \$58.2 million in 1992. The Precision Cutting Tools group and Compac Corporation both benefited from the modestly strengthening economy during 1993 as well as individual market share gains. Compac Corporation's continued expansion in specialty industrial tape niche markets contributed to 1993's sales increase. The 1993 segment operating profit margin of 11.5 percent equaled that achieved in 1992. In 1993 inventory turnover was 5.3 times as compared to 4.9 times in 1992. Capital expenditures during the year decreased to \$1.3 million, compared to \$2.9 million in 1992.

In August 1993 the Company issued \$115.0 million of 5% Convertible Subordinated Debentures Due 2003. The net proceeds of \$112.0 million, together with available cash resources, were used to reduce existing bank borrowings by \$115.0 million.

On December 15, 1993, all outstanding shares of the Company's \$100 Convertible Participating Preferred Stock were converted into approximately 7.8 million shares of common stock. Because of this conversion, the provision for preferred stock dividends in 1993 totaled \$5.3 million as compared to \$7.0 million in 1992.

Primary earnings per common share increased 20.7 percent to \$1.05 in 1993 based on 31.1 million average common shares and equivalents outstanding, compared to \$.87 (before an extraordinary charge) and 26.0 million shares and equivalents outstanding in 1992. The increase in primary shares outstanding was the result of the conversion of the Convertible Participating Preferred Stock, as well as the 1993 full year effect of 1992's public offering of 9.2 million common shares. Fully diluted earnings per common share in 1993 were \$1.01, based on 39.1 million average common shares and equivalents outstanding, compared to \$.87 (before an extraordinary charge) and 33.9 million shares and equivalents outstanding in 1992. Convertible securities did not have a dilutive effect in 1992. The increase in fully diluted shares in 1993 was the result of the issuance of the Convertible Subordinated Debentures, which are convertible into 5.1 million common shares.

#### LIQUIDITY, WORKING CAPITAL AND CASH FLOWS

One of the Company's financial strategies is to maintain a relatively high level of liquidity and cash flow, which continued in 1994. Historically, TriMas Corporation has generated significant cash flows from operating activities to fund capital expenditures, debt service, dividends and other operating requirements. Cash flow generation has been enhanced by the Company's continuing efforts to improve operating efficiencies, cost reductions and the management of working capital requirements to support increased sales volumes.

One of the Company's strengths is its ability to generate cash from operations in excess of requirements for capital investments and dividends.

"Free Cash Flow": Free Cash Flow is cash from operations remaining after the Company has satisfied its capital investment initiatives to enhance manufacturing efficiencies, expand productive capacity and avail

itself of other competitive opportunities. As one of its financial strategies, the Company focuses on maximizing Free Cash Flow to achieve management's primary objective -- maximizing long-term shareholder value. The consolidated statements of cash flows are summarized as follows (in thousands):

	YEAR ENDED DECEMBER 31,		
	1994	1993	1992
Cash flows from (used for):			
Operations.....	\$ 67,670	\$ 50,100	\$ 57,800
Capital expenditures.....	(24,310)	(26,280)	(20,480)
"Free Cash Flow".....	43,360	23,820	37,320
Cash flows from (used for):			
Acquisitions.....		(60,280)	
Financing.....	(5,460)	41,460	(19,680)
Increase in cash and cash equivalents.....	\$ 37,900	\$ 5,000	\$ 17,640

In 1994 the Company again experienced strong operating cash flows as operating activities provided \$67.7 million. Increased cash flow from income and noncash charges for depreciation and amortization during 1994 were partially offset by working capital needs to support 1994's internal sales growth as new product successes and marketing initiatives and the improved economy contributed to record sales levels in all four segments. Capital expenditures to reduce product costs, improve quality, increase manufacturing efficiencies and expand productive capacity equaled \$24.3 million in 1994, and \$26.3 million and \$20.5 million in 1993 and 1992. During the three year period approximately \$25.0 million of capital expenditures were for capacity expansion and productivity enhancements in the Towing Systems segment, and \$12.5 million were for capacity expansion in the Specialty Fasteners segment at the Company's new TriMas Fasteners, Inc. facility in Indiana. The Company continues its active corporate development efforts to complement internal growth through significant investments for the acquisition of additional companies which meet TriMas' selective criteria. In 1993 the Company acquired Lamons Metal Gasket Co. for \$60.3 million cash.

The Company's net financing activities during this period consisted of the funding of the cost of the 1993 acquisition, the refinancing of its prior Subordinated Debentures from cash and the issuance of equity securities, and the payment of common and preferred dividends. The Company borrowed \$60.0 million in November 1993 under its bank revolving credit agreement to finance the acquisition of Lamons. In August 1993 the Company issued \$115.0 million of 5% Convertible Subordinated Debentures Due 2003. The net proceeds of the offering of \$112.0 million, together with \$3.0 million of available cash resources, were used to redeem \$115.0 million of borrowings under the Company's bank revolving credit agreement which were originally incurred to finance prior acquisitions.

In April 1992 the Company issued 9.2 million new shares of common stock through a public offering. The net proceeds from the offering of \$85.2 million together with a portion of available cash resources, a total of \$97.0 million, were used to redeem \$88.0 million of subordinated debt and pay a related redemption premium.

The Company initiated a quarterly common stock dividend during 1992, and common stock dividends paid in 1994, 1993 and 1992 equaled \$5.1 million, \$3.2 million and \$.7 million, respectively. In 1993 the Company paid \$12.3 million in preferred stock dividends representing dividends accrued through the first three quarters of 1993 and the full year 1992. In 1992 the Company paid \$7.0 million of preferred stock dividends accrued during the prior year.

The Company believes its cash flows from operations, along with its borrowing capacity and access to financial markets, are adequate to fund its strategies for future growth, including working capital, expenditures for manufacturing expansion and efficiencies, market share initiatives, and corporate development activities.

At December 31, 1994, the Company's current ratio was 4.7 to 1 and working capital totaled \$207.6 million, including \$107.7 million of cash and cash equivalents. At December 31, 1993, the current ratio was 4.2 to 1 and working capital totaled \$163.8 million, including \$69.8 million of cash and cash equivalents.

The Company's working capital turnover was 2.9 times in 1994, compared to 3.0 times in 1993. Excluding cash, the working capital turnover was 5.5 times in 1994 as compared to 5.4 times in 1993. The Company's inventory turned over 4.6 times in 1994, compared to 4.8 times in 1993, while the accounts receivable days-sales year-end balance declined to 51 days in 1994, compared to 52 days in 1993.

The Company has a \$350.0 million revolving credit facility, maturing in 1998, with a group of domestic and international banks. The facility permits the Company to borrow under several different interest rate options. At December 31, 1994, the Company had available credit of \$228.0 million under the credit agreement.

#### CORPORATE DEVELOPMENT

The Company maintains an active acquisition program, which has made important contributions to the Company's growth. During 1993 the Company acquired Lamons Metal Gasket Co. from MascoTech, Inc. for \$60.3 million cash and the assumption of certain liabilities, plus contingent payments based upon Lamons achieving specified levels of future earnings.

The Company utilizes well-disciplined criteria in selecting acquisitions, including the long-term enhancement of its financial strength and shareholder value.

The initial earnings benefit of acquisitions to the Company is less than the corresponding increase in sales since earnings are reduced by acquisition related costs such as interest and added depreciation and amortization. Generally, the anticipated earnings improvement for the Company comes from subsequent growth of acquired companies, since future incremental sales are not burdened with these fixed acquisition costs.

## ITEM 8. FINANCIAL STATEMENTS AND SUPPLEMENTARY DATA.

## REPORT OF INDEPENDENT PUBLIC ACCOUNTANTS

To the Board of Directors  
and Shareholders of TriMas Corporation:

We have audited the consolidated financial statements and the financial statement schedule of TriMas Corporation and subsidiaries listed in Item 14(a) of this Form 10-K. These financial statements and financial statement schedule are the responsibility of the Company's management. Our responsibility is to express an opinion on these financial statements and financial statement schedule based on our audits.

We conducted our audits in accordance with generally accepted auditing standards. Those standards require that we plan and perform the audit to obtain reasonable assurance about whether the financial statements are free of material misstatement. An audit includes examining, on a test basis, evidence supporting the amounts and disclosures in the financial statements. An audit also includes assessing the accounting principles used and significant estimates made by management, as well as evaluating the overall financial statement presentation. We believe that our audits provide a reasonable basis for our opinion.

In our opinion, the financial statements referred to above present fairly, in all material respects, the consolidated financial position of TriMas Corporation and subsidiaries as of December 31, 1994 and 1993, and the consolidated results of their operations and their cash flows for each of the three years in the period ended December 31, 1994 in conformity with generally accepted accounting principles. In addition, in our opinion, the financial statement schedule referred to above, when considered in relation to the basic financial statements taken as a whole, presents fairly, in all material respects, the information required to be included therein.

COOPERS & LYBRAND L.L.P.

Detroit, Michigan  
February 8, 1995

TRIMAS CORPORATION  
 CONSOLIDATED STATEMENTS OF INCOME

	FOR THE YEARS ENDED DECEMBER 31,		
	1994	1993	1992
Net sales.....	\$ 535,480,000	\$ 443,230,000	\$ 388,230,000
Cost of sales.....	(361,520,000)	(301,130,000)	(266,110,000)
Selling, general and administrative expenses....	(82,560,000)	(72,080,000)	(63,500,000)
Operating profit.....	91,400,000	70,020,000	58,620,000
Interest expense:			
MascoTech, Inc.....			(3,490,000)
Other.....	(12,930,000)	(9,420,000)	(9,400,000)
Other income (expense), net.....	5,030,000	3,270,000	4,070,000
Income before income taxes and extraordinary charge.....	83,500,000	63,870,000	49,800,000
Income taxes.....	33,400,000	25,870,000	20,020,000
Income before extraordinary charge.....	50,100,000	38,000,000	29,780,000
Extraordinary charge related to the early extinguishment of debt, net of income taxes...			(5,740,000)
Net income.....	\$ 50,100,000	\$ 38,000,000	\$ 24,040,000
Preferred stock dividends, MascoTech, Inc.....		\$ 5,250,000	\$ 7,000,000
Earnings available for common stock.....	\$ 50,100,000	\$ 32,750,000	\$ 17,040,000
Primary earnings per common share:			
Before extraordinary charge.....	\$1.35	\$1.05	\$.87
Earnings per common share.....	\$1.35	\$1.05	\$.65
Fully diluted earnings per common share:			
Before extraordinary charge.....	\$1.28	\$1.01	\$.87
Earnings per common share.....	\$1.28	\$1.01	\$.65

The accompanying notes are an integral part of the consolidated financial statements.

TRIMAS CORPORATION  
CONSOLIDATED BALANCE SHEETS

	DECEMBER 31,	
	1994	1993
ASSETS		
Current assets:		
Cash and cash equivalents.....	\$107,670,000	\$ 69,770,000
Receivables.....	64,190,000	58,710,000
Inventories.....	79,560,000	76,700,000
Prepaid expenses.....	11,790,000	9,790,000
	-----	-----
Total current assets.....	263,210,000	214,970,000
Property and equipment.....	168,380,000	162,230,000
Excess of cost over net assets of acquired companies.....	149,160,000	152,210,000
Notes receivable.....	9,960,000	8,160,000
Other assets.....	23,610,000	26,560,000
	-----	-----
Total assets.....	\$614,320,000	\$564,130,000
	=====	=====
LIABILITIES AND SHAREHOLDERS' EQUITY		
Current liabilities:		
Accounts payable.....	\$ 21,590,000	\$ 20,330,000
Accrued liabilities.....	33,770,000	30,550,000
Current portion of long-term debt.....	280,000	320,000
	-----	-----
Total current liabilities.....	55,640,000	51,200,000
Deferred income taxes and other.....	29,480,000	29,190,000
Long-term debt.....	238,600,000	238,890,000
	-----	-----
Total liabilities.....	323,720,000	319,280,000
	-----	-----
Shareholders' equity:		
Common stock, \$.01 par value, authorized 100 million shares, outstanding 36.6 million shares.....	370,000	370,000
Paid-in capital.....	155,210,000	154,190,000
Retained earnings.....	136,310,000	91,700,000
Cumulative translation adjustments.....	(1,290,000)	(1,410,000)
	-----	-----
Total shareholders' equity.....	290,600,000	244,850,000
	-----	-----
Total liabilities and shareholders' equity.....	\$614,320,000	\$564,130,000
	=====	=====

The accompanying notes are an integral part of the consolidated financial statements.

## TRIMAS CORPORATION

## CONSOLIDATED STATEMENTS OF CASH FLOWS

	FOR THE YEARS ENDED DECEMBER 31,		
	1994	1993	1992
CASH FROM (USED FOR):			
OPERATIONS:			
Net income.....	\$ 50,100,000	\$ 38,000,000	\$ 24,040,000
Adjustments to reconcile net income to net cash from operations:			
Extraordinary charge.....			5,740,000
Depreciation and amortization.....	20,580,000	18,470,000	16,920,000
Deferred income taxes.....	3,210,000	500,000	1,140,000
(Increase) decrease in receivables.....	(7,280,000)	(4,250,000)	1,040,000
(Increase) decrease in inventories.....	(2,860,000)	(8,120,000)	1,470,000
Increase (decrease) in accounts payable and accrued liabilities.....	5,110,000	3,770,000	3,470,000
Other, net.....	(1,190,000)	1,730,000	3,980,000
Net cash from operations.....	67,670,000	50,100,000	57,800,000
INVESTMENTS:			
Capital expenditures.....	(24,310,000)	(26,280,000)	(20,480,000)
Acquisitions, net of cash acquired.....		(60,280,000)	
Net cash from (used for) investments.....	(24,310,000)	(86,560,000)	(20,480,000)
FINANCING:			
Long-term debt:			
Issuance.....		60,000,000	
Retirement.....	(330,000)	(115,150,000)	(140,000)
Issuance of convertible subordinated debt, net.....		112,030,000	
Issuance of common shares, net.....			85,150,000
Retirement of subordinated debt, MascoTech, Inc., including redemption premium.....			(96,970,000)
Preferred stock dividends paid to MascoTech, Inc.....		(12,250,000)	(7,000,000)
Common stock dividends paid.....	(5,130,000)	(3,170,000)	(720,000)
Net cash from (used for) financing....	(5,460,000)	41,460,000	(19,680,000)
CASH AND CASH EQUIVALENTS:			
Increase (decrease) for the year.....	37,900,000	5,000,000	17,640,000
At beginning of the year.....	69,770,000	64,770,000	47,130,000
At end of the year.....	\$107,670,000	\$ 69,770,000	\$ 64,770,000

The accompanying notes are an integral part of the consolidated financial statements.

## TRIMAS CORPORATION

## NOTES TO CONSOLIDATED FINANCIAL STATEMENTS

## NOTE 1. ACCOUNTING POLICIES

## PRINCIPLES OF CONSOLIDATION

The consolidated financial statements include the accounts of TriMas Corporation and its majority owned subsidiaries (the "Company"). All significant intercompany transactions have been eliminated. Certain amounts in prior period financial statements have been reclassified to conform with current year presentation.

## AFFILIATES

As of December 31, 1994, MascoTech, Inc.'s common stock ownership in the Company approximated 41.5 percent, and Masco Corporation's common stock ownership approximated 5.3 percent. The Company has a corporate services agreement with Masco Corporation. Under the terms of the agreement, the Company pays a fee to Masco Corporation for various corporate support staff, administrative services, and research and development services. Such fee equals .8 percent of the Company's net sales, subject to certain adjustments.

## CASH AND CASH EQUIVALENTS

The Company considers all highly liquid debt instruments purchased with a maturity of three months or less to be cash equivalents. At December 31, 1994, the Company had \$90.5 million invested in prime commercial paper of several United States issuers having the highest rating given by one of the two principal rating agencies.

## INVENTORIES

Inventories are stated at the lower of cost or net realizable value, with cost determined principally by use of the first-in, first-out method.

## PROPERTY AND EQUIPMENT

Property and equipment additions, including significant betterments, are recorded at cost. Upon retirement or disposal of property and equipment, the cost and accumulated depreciation are removed from the accounts and any gain or loss is included in income. Maintenance and repair costs are charged to expense as incurred.

## DEPRECIATION AND AMORTIZATION

Depreciation is computed principally using the straight-line method over the estimated useful lives of the assets. Annual depreciation rates are as follows: buildings and land improvements, 2 1/2 to 5 percent, and machinery and equipment, 6 2/3 to 33 1/3 percent. The excess of cost over net assets of acquired companies is being amortized using the straight-line method over the periods estimated to be benefited, not exceeding 40 years. At December 31, 1994 and 1993, accumulated amortization of the excess of cost over net assets of acquired companies and other intangible assets was \$26.8 million and \$21.5 million, respectively. Amortization expense was \$5.3 million, \$4.5 million and \$4.2 million in 1994, 1993 and 1992, respectively.

As of each balance sheet date management assesses whether there has been an impairment in the value of excess of cost over net assets of acquired companies by comparing anticipated undiscounted future cash flows from the related operating activities with the carrying value. The factors considered by management in performing this assessment include current operating results, trends and prospects, as well as the effects of obsolescence, demand, competition and other economic factors. Based on this assessment there was no impairment at December 31, 1994.

## TRIMAS CORPORATION

## NOTES TO CONSOLIDATED FINANCIAL STATEMENTS (CONTINUED)

## NOTE 1. ACCOUNTING POLICIES (CONTINUED)

## INCOME TAXES

The Company uses the liability method of accounting for income taxes. Deferred income taxes result from temporary differences between the tax basis of assets and liabilities and the basis as reported in the consolidated financial statements. The Company has not provided for taxes on \$12.3 million of undistributed earnings of foreign subsidiaries at December 31, 1994, because such earnings are generally considered permanently reinvested.

## FOREIGN CURRENCY TRANSLATION

Net assets of the Company's operations outside of the United States are translated into U.S. dollars using current exchange rates with the effects of translation adjustments deferred and included as a separate component of shareholders' equity. Revenues and expenses are translated at the average rates of exchange during the period.

## EARNINGS PER COMMON SHARE

Primary earnings per common share in 1994, 1993 and 1992 were calculated on the basis of 37.0 million, 31.1 million and 26.0 million weighted average common and common equivalent shares outstanding. Fully diluted earnings per common share in 1994, 1993 and 1992 were calculated on the basis of 42.1 million, 39.1 million and 33.9 million weighted average common and common equivalent shares outstanding. Common shares outstanding and per common share amounts have been adjusted to reflect the 100 percent stock distribution in July 1993.

In 1993 MascoTech, Inc. converted all of the \$100 Convertible Participating Preferred Stock into 7.8 million shares of Company common stock.

## NOTE 2. ACQUISITIONS

During 1993 the Company acquired all of the capital stock of Lamons Metal Gasket Co. ("Lamons") from MascoTech, Inc. for \$60.3 million cash and the assumption of certain liabilities. The acquisition was accounted for as a purchase. The excess of cost over net assets acquired of approximately \$46.6 million is being amortized on a straight-line basis over 40 years. The results of operations of Lamons have been included in the consolidated financial statements from the effective date of the transaction. Additional purchase price amounts, contingent upon the achievement of specified levels of future profitability by Lamons, may be payable to MascoTech, Inc. beginning in 1997. These payments, if required, will be recorded as additional excess of cost over net assets of acquired businesses.

## TRIMAS CORPORATION

## NOTES TO CONSOLIDATED FINANCIAL STATEMENTS (CONTINUED)

## NOTE 3. SUPPLEMENTAL CASH FLOWS INFORMATION

	(IN THOUSANDS)		
	FOR THE YEARS ENDED DECEMBER 31,		
	1994	1993	1992
	-----	-----	-----
Interest paid.....	\$12,110	\$ 7,470	\$13,770
	=====	=====	=====
Income taxes paid.....	\$30,440	\$21,540	\$13,620
	=====	=====	=====
Significant noncash transactions:			
Preferred stock dividends declared, payable to MascoTech, Inc. in subsequent year.....			\$ 7,000
			=====
Common stock dividends declared, payable in subsequent year.....	\$ 1,460	\$ 1,100	\$ 720
	=====	=====	=====
Assumption of liabilities as partial consideration for the assets of companies acquired.....		\$ 7,380	
		=====	

## NOTE 4. RECEIVABLES

	(IN THOUSANDS)	
	AT DECEMBER 31,	
	1994	1993
	-----	-----
Accounts receivable.....	\$59,400	\$54,320
Current portion of notes receivable.....	4,790	4,390
	-----	-----
	\$64,190	\$58,710
	=====	=====

Accounts receivable are presented net of an allowance for doubtful accounts of \$2.0 million and \$1.8 million at December 31, 1994 and 1993, respectively. Accounts receivable at December 31, 1993 included approximately \$3.2 million due from MascoTech, Inc. relating to the acquisition of Lamons Metal Gasket Co.

## NOTE 5. INVENTORIES

	(IN THOUSANDS)	
	AT DECEMBER 31,	
	1994	1993
	-----	-----
Finished goods.....	\$44,860	\$41,950
Work in process.....	10,440	12,230
Raw material.....	24,260	22,520
	-----	-----
	\$79,560	\$76,700
	=====	=====

## NOTE 6. PROPERTY AND EQUIPMENT

	(IN THOUSANDS)	
	AT DECEMBER 31,	
	1994	1993
	-----	-----
Cost:		

Land and land improvements.....	\$ 13,500	\$ 13,170
Buildings.....	63,770	58,250
Machinery and equipment.....	194,380	183,090
	-----	-----
	271,650	254,510
Less accumulated depreciation.....	103,270	92,280
	-----	-----
	\$168,380	\$162,230
	=====	=====

Depreciation expense was \$15.2 million, \$13.9 million and \$12.7 million in 1994, 1993 and 1992, respectively.

## TRIMAS CORPORATION

## NOTES TO CONSOLIDATED FINANCIAL STATEMENTS (CONTINUED)

## NOTE 7. NOTES RECEIVABLE

Notes receivable are net of an allowance for doubtful accounts of \$.7 million at both December 31, 1994 and 1993, and consist principally of the long-term portion of notes receivable arising from the sale of certain products in the normal course of business. These notes bear various fixed interest rates and mature through 2000. At December 31, 1994, the carrying value of these notes receivable approximated their estimated fair value as calculated using the interest rates in effect on that date.

## NOTE 8. ACCRUED LIABILITIES

	(IN THOUSANDS)	
	AT DECEMBER 31,	
	1994	1993
	-----	-----
Employee wages and benefits.....	\$14,720	\$11,440
Interest.....	3,180	2,620
Property taxes.....	2,330	2,630
Current income taxes.....	1,540	2,050
Dividends.....	1,460	1,100
Other.....	10,540	10,710
	-----	-----
	\$33,770	\$30,550
	=====	=====

## NOTE 9. LONG-TERM DEBT

	(IN THOUSANDS)	
	AT DECEMBER 31,	
	1994	1993
	-----	-----
Borrowings from banks.....	\$122,000	\$122,000
5% Convertible Subordinated Debentures Due 2003.....	115,000	115,000
Other.....	1,880	2,210
	-----	-----
	238,880	239,210
Less current maturities.....	280	320
	-----	-----
	\$238,600	\$238,890
	=====	=====

Borrowings from banks are owing under the Company's \$350.0 million revolving credit facility, maturing in 1998, with a group of domestic and international banks. The facility permits the Company to borrow under several different interest rate options. At December 31, 1994, the blended interest rate on these borrowings equaled 6.3 percent. The facility contains certain restrictive covenants, the most restrictive of which, at December 31, 1994, required \$211.4 million of shareholders' equity. The Company had available credit of \$228.0 million under its revolving credit facility at December 31, 1994.

The 5% Convertible Subordinated Debentures are convertible into Company common stock at \$22 5/8 per share, subject to adjustment in certain events. The Debentures are redeemable, at a premium, at the Company's option after August 1, 1996.

In 1992 the Company retired subordinated debentures due in 1999, held by MascoTech, Inc., and recognized a \$9.0 million pre-tax extraordinary charge (\$5.7 million after tax, or \$.22 per common share) relative to the payment of the redemption premium associated with the early extinguishment.

## TRIMAS CORPORATION

## NOTES TO CONSOLIDATED FINANCIAL STATEMENTS (CONTINUED)

## NOTE 10. SHAREHOLDERS' EQUITY

	(IN THOUSANDS)				CUMULATIVE TRANSLATION ADJUSTMENTS	TOTAL
	PREFERRED STOCK	COMMON STOCK	PAID-IN CAPITAL	RETAINED EARNINGS		
Balance, January 1, 1992.....	\$ 70	\$100	\$ 68,250	\$46,900	\$ 250	\$115,570
Net income.....				24,040		24,040
Common shares issued.....		40	85,110			85,150
Common stock dividends.....				(1,440 )		(1,440)
Preferred stock dividends.....				(7,000 )		(7,000)
Other.....			380		(1,260)	(880)
Balance, December 31, 1992.....	70	140	153,740	62,500	(1,010)	215,440
Net income.....				38,000		38,000
Common stock distribution.....		150	(150)			
Common stock dividends.....				(3,550 )		(3,550)
Preferred stock dividends.....				(5,250 )		(5,250)
Preferred stock conversion.....	(70)	80	(10)			
Other.....			610		(400)	210
Balance, December 31, 1993.....	-0-	370	154,190	91,700	(1,410)	244,850
Net income.....				50,100		50,100
Common stock dividends.....				(5,490 )		(5,490)
Other.....			1,020		120	1,140
Balance, December 31, 1994.....	\$ -0-	\$370	\$155,210	\$136,310	\$ (1,290)	\$290,600

During 1993 the dividends on the \$100 Convertible Participating Preferred Stock, held by MascoTech, Inc., converted from an annual to a quarterly payment schedule. Therefore, the Company paid \$12.3 million in preferred stock dividends in 1993 representing dividends accrued through the first three quarters of 1993 and the full year 1992. In December 1993 MascoTech, Inc. converted all of the preferred stock into 7.8 million shares of Company common stock.

On the basis of amounts paid (declared), cash dividends per common share were \$.14 (\$.15) in 1994, \$.11 (\$.115) in 1993 and \$.025 (\$.05) in 1992.

## NOTE 11. STOCK OPTIONS AND AWARDS

The Company has a Stock Option Plan and a Restricted Stock Incentive Plan which permit the grant of up to a combined total of 2,000,000 shares of Company common stock for stock options or awards to key employees of the Company and its affiliates. Shares available for grant through these two plans were 331,826 and 419,944 at December 31, 1994 and December 31, 1993, respectively.

Stock option data are as follows (option prices are the fair market value at the dates of grant):

	FOR THE YEARS ENDED DECEMBER 31,		
	1994	1993	1992
Options outstanding, January 1.....	604,000	606,000	622,000
Options cancelled.....			16,000
Option price per share.....			\$8 7/8
Options exercised.....	9,800	2,000	
Option price per share.....	\$8 7/8	\$8 7/8	
Options outstanding, December 31.....	594,200	604,000	606,000
Option price per share.....	\$7 1/2-\$8 7/8	\$7 1/2-\$8 7/8	\$7 1/2-\$8 7/8
Exercisable, December 31.....	218,000	167,200	64,000

## TRIMAS CORPORATION

## NOTES TO CONSOLIDATED FINANCIAL STATEMENTS (CONTINUED)

## NOTE 11. STOCK OPTIONS AND AWARDS (CONTINUED)

Restricted long-term incentive stock awards of a net total of 1,062,174 shares had been granted as of December 31, 1994, with the related costs being expensed over the ten year vesting period. At December 31, 1994, nonvested incentive stock awards had an aggregate carrying value of \$8.7 million.

## NOTE 12. RETIREMENT PLANS

The Company has noncontributory retirement benefit plans, both defined benefit plans and profit-sharing and other defined contribution plans, for most of its employees. At December 31, 1994, the combined assets of the Company's defined benefit plans exceeded the combined accumulated benefit obligation by \$4.3 million.

The annual expense for all plans was:

	(IN THOUSANDS)		
	FOR THE YEARS ENDED DECEMBER 31,		
	1994	1993	1992
	-----	-----	-----
Defined contribution plans.....	\$3,320	\$2,300	\$2,210
Defined benefit plans.....	890	500	200
	-----	-----	-----
	\$4,210	\$2,800	\$2,410
	=====	=====	=====

Contributions to profit-sharing and other defined contribution plans are generally determined as a percentage of the covered employee's annual salary.

Defined benefit plans provide retirement benefits for salaried employees based primarily on years of service and average earnings for the five highest consecutive years of compensation. Defined benefit plans covering hourly employees generally provide benefits of stated amounts for each year of service. These plans are funded based on an actuarial evaluation and review of the assets, liabilities and requirements of each plan. Plan assets are held by a trustee and invested principally in cash equivalents and marketable equity and fixed income instruments.

Net periodic pension cost of defined benefit plans included the following components:

	(IN THOUSANDS)		
	FOR THE YEARS ENDED DECEMBER 31,		
	1994	1993	1992
	-----	-----	-----
Service cost.....	\$ 2,490	\$ 2,030	\$ 1,710
Interest cost.....	3,310	2,920	2,680
Actual (return)/loss on assets.....	1,820	(5,900)	(2,920)
Net amortization and deferral.....	(6,730)	1,450	(1,270)
	-----	-----	-----
	\$ 890	\$ 500	\$ 200
	=====	=====	=====

Net amortization and deferral consists of amortization of the net asset or overfunded position at the date of adoption and deferral and amortization of subsequent net gains and losses caused by the actual plan and investment experience differing from that assumed.

Weighted average rate assumptions used were as follows:

	FOR THE YEARS ENDED DECEMBER 31,		
	1994	1993	1992
	-----	-----	-----

Discount rate.....	8.5%	7.0%	8.2%
Rate of increase in compensation levels.....	5.1%	5.1%	6.0%
Expected long-term rate of return on plan assets.....	10.7%	12.5%	12.1%

## TRIMAS CORPORATION

## NOTES TO CONSOLIDATED FINANCIAL STATEMENTS (CONTINUED)

## NOTE 12. RETIREMENT PLANS (CONTINUED)

The following table sets forth the funded status of the defined benefit plans:

	(IN THOUSANDS) AT DECEMBER 31,			
	1994		1993	
	PLANS WHERE ASSETS EXCEED ACCUMULATED BENEFITS	PLANS WHERE ACCUMULATED EXCEED BENEFITS ASSETS	PLANS WHERE ASSETS EXCEED ACCUMULATED BENEFITS	PLANS WHERE ACCUMULATED EXCEED BENEFITS ASSETS
Actuarial present value of:				
Vested benefit obligation.....	\$25,410	\$ 6,220	\$27,450	\$ 6,870
Accumulated benefit obligation.....	\$23,860	\$ 9,540	\$27,970	\$ 7,580
Projected benefit obligation.....	\$30,840	\$10,310	\$37,110	\$ 7,580
Plan assets at fair value.....	30,390	7,310	35,440	5,790
Projected benefit obligation (in excess of) or less than plan assets.....	(450)	(3,000)	(1,670)	(1,790)
Unrecognized net (asset) or obligation.....	(1,340)	440	(1,870)	(360)
Unrecognized prior service cost.....	480	1,750	590	740
Unrecognized net (gain) or loss.....	2,910	810	4,580	1,500
Prepaid pension cost or (pension liability).....	\$ 1,600	\$ -0-	\$ 1,630	\$ 90

The Company provides postretirement health care and life insurance benefits for certain eligible retired employees under unfunded plans. Some of the plans have cost-sharing provisions. In 1992 the expense recognized for postretirement health care and life insurance benefits was based on actual expenditures. Effective January 1, 1993, the estimated costs of these postretirement benefits are being accrued during the eligible employees' service periods. The Company is amortizing the unrecognized accumulated postretirement benefit obligation existing at January 1, 1993, over 20 years.

Net periodic postretirement benefit cost included the following components:

	(IN THOUSANDS) FOR THE YEARS ENDED DECEMBER 31,	
	1994	1993
Service cost.....	\$230	\$210
Interest cost.....	420	520
Net amortization and deferral.....	170	240
	\$820	\$970

Rate assumptions used were as follows:

FOR THE  
YEARS ENDED  
DECEMBER 31,  
-----

	1994	1993
	-----	-----
Discount rate.....	8.5%	7.0%
Rate of increase in health care costs through the year 2000.....	12.0%	12.0%
Long-term rate of increase in health care costs subsequent to the year 2000.....	7.0%	7.0%

## TRIMAS CORPORATION

## NOTES TO CONSOLIDATED FINANCIAL STATEMENTS (CONTINUED)

## NOTE 12. RETIREMENT PLANS (CONTINUED)

The following table sets forth the status of the unfunded postretirement benefit plans:

	(IN THOUSANDS)	
	AT DECEMBER 31,	
	1994	1993
Accumulated postretirement benefit obligation:		
Retirees.....	\$ (1,920)	\$ (2,270)
Fully eligible active plan participants.....	(800)	(920)
Other active plan participants.....	(2,630)	(3,100)
	-----	-----
	(5,350)	(6,290)
Unrecognized transition obligation.....	4,320	4,560
Unrecognized net (gain) or loss.....	(1,770)	(560)
	-----	-----
Accrued postretirement benefit obligation.....	\$ (2,800)	\$ (2,290)
	=====	=====

A one percentage point increase each year in the assumed rate of increase in health care costs would have increased the aggregate of the service and interest cost components of net periodic postretirement benefit cost by approximately \$.1 million during 1994, and would have increased the accumulated postretirement benefit obligation at December 31, 1994, by approximately \$.7 million.

## NOTE 13. OTHER INCOME (EXPENSE), NET

	(IN THOUSANDS)		
	FOR THE YEARS ENDED DECEMBER 31,		
	1994	1993	1992
	-----	-----	-----
Interest income.....	\$4,730	\$3,570	\$3,600
Other, net.....	300	(300)	470
	-----	-----	-----
	\$5,030	\$3,270	\$4,070
	=====	=====	=====

## TRIMAS CORPORATION

## NOTES TO CONSOLIDATED FINANCIAL STATEMENTS (CONTINUED)

## NOTE 14. BUSINESS SEGMENT INFORMATION

The Company's operations in its business segments consist principally of the manufacture and sale of the following:

Specialty Fasteners: Cold formed fasteners and related metallurgical processing.

Towing Systems: Vehicle hitches, jacks, winches, couplers and related towing accessories.

Specialty Container Products: Industrial container closures, pressurized gas cylinders and metallic and nonmetallic gaskets.

Corporate Companies: Specialty drills, cutters and specialized metal finishing services, and flame-retardant facings and jacketings and pressure-sensitive tapes.

Corporate assets consist primarily of cash and cash equivalents and notes receivable.

## TRIMAS CORPORATION

## NOTES TO CONSOLIDATED FINANCIAL STATEMENTS (CONTINUED)

## NOTE 14. BUSINESS SEGMENT INFORMATION (CONTINUED)

	(IN THOUSANDS)		
	FOR THE YEARS ENDED DECEMBER 31,		
	1994	1993	1992
<b>NET SALES</b>			
Specialty Fasteners.....	\$138,720	\$122,740	\$113,020
Towing Systems.....	163,130	139,790	122,960
Specialty Container Products.....	163,880	118,970	94,090
Corporate Companies.....	69,750	61,730	58,160
	-----	-----	-----
Total net sales.....	\$535,480	\$443,230	\$388,230
	=====	=====	=====
<b>OPERATING PROFIT</b>			
Specialty Fasteners.....	\$ 24,280	\$ 19,250	\$ 17,340
Towing Systems.....	25,660	22,150	17,670
Specialty Container Products.....	39,060	28,820	22,830
Corporate Companies.....	9,850	7,110	6,670
	-----	-----	-----
Total operating profit.....	98,850	77,330	64,510
Other income (expense), net.....	(7,900)	(6,150)	(8,820)
General corporate expense.....	(7,450)	(7,310)	(5,890)
	-----	-----	-----
Income before income taxes and extraordinary charge.....	\$ 83,500	\$ 63,870	\$ 49,800
	=====	=====	=====
<b>IDENTIFIABLE ASSETS AT DECEMBER 31</b>			
Specialty Fasteners.....	\$137,190	\$131,110	\$127,570
Towing Systems.....	148,890	142,340	133,240
Specialty Container Products.....	150,360	144,890	73,240
Corporate Companies.....	55,210	53,060	52,710
	-----	-----	-----
Corporate.....	491,650	471,400	386,760
	122,670	92,730	79,860
	-----	-----	-----
Total assets.....	\$614,320	\$564,130	\$466,620
	=====	=====	=====
<b>CAPITAL EXPENDITURES</b>			
Specialty Fasteners.....	\$ 9,140	\$ 9,170	\$ 3,830
Towing Systems.....	6,720	7,930	10,240
Specialty Container Products.....	5,420	14,870	3,480
Corporate Companies.....	3,000	1,320	2,900
	-----	-----	-----
Corporate.....	24,280	33,290	20,450
	30	20	30
	-----	-----	-----
Total capital expenditures.....	\$ 24,310	\$ 33,310 (A)	\$ 20,480
	=====	=====	=====
<b>DEPRECIATION AND AMORTIZATION</b>			
Specialty Fasteners.....	\$ 6,970	\$ 6,490	\$ 6,230
Towing Systems.....	5,390	5,250	4,950
Specialty Container Products.....	5,790	4,410	3,530
Corporate Companies.....	2,360	2,240	2,130
	-----	-----	-----
Corporate.....	20,510	18,390	16,840
	70	80	80
	-----	-----	-----
Total depreciation and amortization.....	\$ 20,580	\$ 18,470	\$ 16,920
	=====	=====	=====

Operations are located principally in the United States.

(A) Including \$7.0 million from a business acquired.

## TRIMAS CORPORATION

## NOTES TO CONSOLIDATED FINANCIAL STATEMENTS (CONTINUED)

## NOTE 15. INCOME TAXES

	(IN THOUSANDS)		
	FOR THE YEARS ENDED DECEMBER 31,		
	1994	1993	1992
Income before income taxes and extraordinary charge:			
Domestic.....	\$79,040	\$60,630	\$46,340
Foreign.....	4,460	3,240	3,460
	\$83,500	\$63,870	\$49,800
Provision for income taxes:			
Federal.....	\$24,240	\$20,980	\$15,160
State and local.....	4,100	2,870	2,280
Foreign.....	1,850	1,520	1,440
Deferred, principally federal.....	3,210	500	1,140
Income taxes on income before income taxes and extraordinary charge.....	33,400	25,870	20,020
Tax (credit) related to extraordinary charge.....			(3,230)
Net income taxes.....	\$33,400	\$25,870	\$16,790

The following is a reconciliation of the U.S. federal statutory tax rate to the effective tax rate applicable to income before income taxes and extraordinary charge:

	FOR THE YEARS ENDED DECEMBER 31,		
	1994	1993	1992
U.S. federal statutory tax rate.....	35.0%	35.0%	34.0%
State and local taxes, net of federal tax benefit.....	3.2	2.9	3.0
Foreign taxes in excess of U.S. federal tax rate.....	.3	.6	.9
Nondeductible amortization of excess of cost over net assets of acquired companies.....	.8	1.7	2.1
Other, net.....	.7	.3	.2
Effective tax rate before extraordinary charge.....	40.0%	40.5%	40.2%

Items that gave rise to deferred taxes:

	(IN THOUSANDS)			
	1994		1993	
	DEFERRED TAX ASSETS	DEFERRED TAX LIABILITIES	DEFERRED TAX ASSETS	DEFERRED TAX LIABILITIES
Property and equipment.....		\$ 19,620		\$ 18,040
Intangible assets.....		2,600		
Inventory.....	\$ 740		\$ 170	
Accrued liabilities.....	920		3,260	
Other.....	4,580	4,520	4,200	3,550
	\$6,240	\$ 26,740	\$7,630	\$ 21,590

At December 31, 1994, capital loss carryforwards, for tax purposes only, equaled \$3.3 million and expire in 1995.

## TRIMAS CORPORATION

## NOTES TO CONSOLIDATED FINANCIAL STATEMENTS (CONTINUED)

## NOTE 16. INTERIM FINANCIAL INFORMATION (UNAUDITED)

(IN THOUSANDS EXCEPT PER SHARE AMOUNTS)  
QUARTERS ENDED

	DECEMBER 31ST	SEPTEMBER 30TH	JUNE 30TH	MARCH 31ST
1994:				
Net sales.....	\$120,490	\$ 133,590	\$146,940	\$134,460
Gross profit.....	\$ 39,800	\$ 43,580	\$ 49,320	\$ 41,260
Net income.....	\$ 11,960	\$ 12,370	\$ 14,940	\$ 10,830
Earnings available for common stock.....	\$ 11,960	\$ 12,370	\$ 14,940	\$ 10,830
Primary earnings per common share.....	\$.32	\$.33	\$.40	\$.29
Fully diluted earnings per common share.....	\$.31	\$.32	\$.38	\$.28
Weighted average common and common equivalent shares outstanding:				
Primary.....	37,001	37,022	37,038	37,040
Fully diluted.....	42,084	42,104	42,120	42,123
1993:				
Net sales.....	\$108,000	\$ 109,710	\$118,600	\$106,920
Gross profit.....	\$ 36,070	\$ 35,020	\$ 38,240	\$ 32,770
Net income.....	\$ 8,480	\$ 9,450	\$ 11,650	\$ 8,420
Earnings available for common stock.....	\$ 8,480	\$ 7,700	\$ 9,900	\$ 6,670
Primary earnings per common share.....	\$.23	\$.26	\$.34	\$.23
Fully diluted earnings per common share.....	\$.22	\$.25	\$.32	\$.23
Weighted average common and common equivalent shares outstanding:				
Primary.....	37,004	29,189	29,171	29,131
Fully diluted.....	42,120	40,016	36,974	36,926

## TRIMAS CORPORATION

## NOTES TO CONSOLIDATED FINANCIAL STATEMENTS (CONCLUDED)

## NOTE 16. INTERIM FINANCIAL INFORMATION (UNAUDITED) (CONTINUED)

Earnings per common share in the fourth quarter of 1994 and 1993 were improved by \$.06 and \$.04, net, respectively, resulting from various year-end adjustments to accrual estimates recorded earlier in each year.

Quarterly earnings per common share amounts for both 1994 and 1993 do not total to the full year amounts due to rounding in 1994 and to the change in the number of common shares outstanding occurring during 1993.

## QUARTERLY COMMON STOCK PRICE AND DIVIDEND INFORMATION:

1994 QUARTER -----	MARKET PRICE -----		DIVIDENDS DECLARED -----
	HIGH -----	LOW -----	
Fourth.....	\$23 5/8	\$18 3/8	\$ .04
Third.....	24 7/8	21 1/2	.04
Second.....	27 1/8	21 5/8	.04
First.....	28 1/2	22 3/4	.03

1993 QUARTER -----	MARKET PRICE -----		DIVIDENDS DECLARED -----
	HIGH -----	LOW -----	
Fourth.....	\$24 5/8	\$18 1/4	\$ .03
Third.....	20	17	.03
Second.....	18 3/4	15 5/8	.03
First.....	16 1/2	14 1/4	.025

ITEM 9. CHANGES IN AND DISAGREEMENTS WITH ACCOUNTANTS ON ACCOUNTING AND FINANCIAL DISCLOSURE.

Not applicable.

## PART III

## ITEM 10. DIRECTORS AND EXECUTIVE OFFICERS OF THE REGISTRANT.

Information regarding executive officers required by this Item is set forth as a Supplementary Item at the end of Part I hereof (pursuant to Instruction 3 to Item 401(b) of Regulation S-K). Other information required by this Item will be contained in the Company's definitive Proxy Statement for its 1995 Annual Meeting of Stockholders, to be filed on or before April 28, 1995, and such information is incorporated herein by reference.

## ITEM 11. EXECUTIVE COMPENSATION.

Information required by this Item will be contained in the Company's definitive Proxy Statement for its 1995 Annual Meeting of Stockholders, to be filed on or before April 28, 1995, and such information is incorporated herein by reference.

## ITEM 12. SECURITY OWNERSHIP OF CERTAIN BENEFICIAL OWNERS AND MANAGEMENT.

Information required by this Item will be contained in the Company's definitive Proxy Statement for its 1995 Annual Meeting of Stockholders, to be filed on or before April 28, 1995, and such information is incorporated herein by reference.

## ITEM 13. CERTAIN RELATIONSHIPS AND RELATED TRANSACTIONS.

Information required by this Item will be contained in the Company's definitive Proxy Statement for its 1995 Annual Meeting of Stockholders, to be filed on or before April 28, 1995, and such information is incorporated herein by reference.

## PART IV

## ITEM 14. EXHIBITS, FINANCIAL STATEMENT SCHEDULES, AND REPORTS ON FORM 8-K.

## (A) LISTING OF DOCUMENTS.

- (1) Financial Statements. The Company's Consolidated Financial Statements included in Item 8 hereof, as required at December 31, 1994 and 1993, and for the years ended December 31, 1994, 1993 and 1992, consist of the following:

Consolidated Statements of Income

Consolidated Balance Sheets

Consolidated Statements of Cash Flows

Notes to Consolidated Financial Statements

- (2) Financial Statement Schedules.

Financial Statement Schedule of the Company appended hereto, as required for the years ended December 31, 1994, 1993 and 1992, consists of the following:

II. Valuation and Qualifying Accounts

- (3) Exhibits.

3.a Restated Certificate of Incorporation of TriMas Corporation.(6)

3.b Bylaws of TriMas Corporation, as amended.(4)

4.a Indenture dated as of August 1, 1993 between TriMas Corporation and Continental Bank, National Association (now known as Bank of America Illinois), as Trustee, and Directors' resolutions establishing TriMas Corporation's 5% Convertible Subordinated Debentures Due 2003.(6)

4.b Credit Agreement dated February 1, 1993 among TriMas Corporation, Certain Banks and NationsBank of North Carolina, N.A., as Agent.(3)

Note: Other instruments, notes or extracts from agreements defining the rights of holders of long-term debt of TriMas Corporation or its subsidiaries have not been filed since (i) in each case the total amount of long-term debt permitted thereunder does not exceed 10 percent of TriMas Corporation's consolidated assets, and (ii) such instruments, notes and extracts will be furnished by TriMas Corporation to the Securities and Exchange Commission upon request.

10.a Assumption and Indemnification Agreement, dated December 27, 1988, between TriMas Corporation and Masco Industries, Inc. (now known as MascoTech, Inc.).(3)

10.b Corporate Services Agreement, dated December 27, 1988, between TriMas Corporation and Masco Corporation.(3)

10.c Corporate Opportunities Agreement, dated December 27, 1988, among TriMas Corporation, Masco Corporation and Masco Industries, Inc. (now known as MascoTech, Inc.).(3)

10.d Stock Repurchase Agreement, dated December 27, 1988, among TriMas Corporation, Masco Corporation and Masco Industries, Inc. (now known as MascoTech, Inc.).(3)

10.e Registration Agreement, dated December 27, 1988, among TriMas Corporation, Masco Corporation and Masco Industries, Inc. (now known as MascoTech, Inc.), and amendment dated as of January 5, 1993(3) and amendment dated as of May 26, 1994.

Note: Exhibits 10.f through 10.r constitute the management contracts and executive compensatory plans or arrangements in which certain of the executive officers and directors of the Company participate.

10.f TriMas Corporation 1988 Stock Option Plan (Restated September 15, 1993).

- 10.g TriMas Corporation 1988 Restricted Stock Incentive Plan (Restated February 8, 1995).
- 10.h MascoTech, Inc. 1984 Restricted Stock Incentive Plan (Restated September 14, 1993).(6)
- 10.i MascoTech, Inc. 1984 Stock Option Plan (Restated September 14, 1993).(6)
- 10.j Masco Corporation 1988 Restricted Stock Incentive Plan (Restated September 11, 1990).(1)
- 10.k Masco Corporation 1988 Stock Option Plan (Restated September 11, 1990).(1)
- 10.l Masco Corporation 1984 Restricted Stock (Industries) Incentive Plan (Restated September 14, 1993).
- 10.m Masco Corporation 1984 Stock Option Plan (Restated September 14, 1993).
- 10.n Masco Corporation Restricted Stock Incentive Plan (Restated September 14, 1993).
- 10.o Masco Corporation 1991 Long Term Stock Incentive Plan.(2)
- 10.p MascoTech, Inc. 1991 Long Term Stock Incentive Plan (Restated September 14, 1993).(6)
- 10.q TriMas Corporation Supplemental Executive Retirement and Disability Plan.
- 10.r TriMas Corporation Benefits Restoration Plan.
- 10.s Purchase Agreement dated January 26, 1990 between Masco Corporation and TriMas Corporation.(6)
- 10.t Purchase Agreement dated as of November 23, 1993 between MascoTech, Inc. and TriMas Corporation.(5)
- 11 Computation of Earnings per Common Share.
- 12 Computation of Ratios of Earnings to Fixed Charges.
- 21 List of Subsidiaries.
- 23 Consent of Coopers & Lybrand L.L.P. relating to TriMas Corporation's Financial Statements and Financial Statement Schedule.
- 27 Financial Data Schedule.

- 
- (1) Incorporated by reference to the Exhibits filed with TriMas Corporation's Annual Report on Form 10-K for the year ended December 31, 1990.
  - (2) Incorporated by reference to the Exhibits filed with TriMas Corporation's Registration Statement on Form S-1, Registration No. 33-46412.
  - (3) Incorporated by reference to the Exhibits filed with TriMas Corporation's Annual Report on Form 10-K for the year ended December 31, 1992.
  - (4) Incorporated by reference to the Exhibits filed with TriMas Corporation's Quarterly Report on Form 10-Q for the quarter ended June 30, 1993.
  - (5) Incorporated by reference to the Exhibits filed with TriMas Corporation's Current Report on Form 8-K dated November 23, 1993.
  - (6) Incorporated by reference to the Exhibits filed with TriMas Corporation's Annual Report on Form 10-K for the year ended December 31, 1993.

(B) REPORTS ON FORM 8-K.

None.

## SIGNATURES

Pursuant to the requirements of Section 13 or 15(d) of the Securities Exchange Act of 1934, the Registrant has duly caused this Report to be signed on its behalf by the undersigned, thereunto duly authorized.

TRIMAS CORPORATION

By /s/ BRIAN P. CAMPBELL

-----  
 Brian P. Campbell  
 President

March 3, 1995

Pursuant to the requirements of the Securities Exchange Act of 1934, this Report has been signed below by the following persons on behalf of the Registrant and in the capacities and on the date indicated.

PRINCIPAL EXECUTIVE OFFICER:

/s/ RICHARD A. MANOOGIAN Chairman of the Board

-----  
 Richard A. Manoogian

PRINCIPAL FINANCIAL OFFICER:

/s/ WILLIAM E. MEYERS Vice President -- Controller

-----  
 William E. Meyers

PRINCIPAL ACCOUNTING OFFICER:

/s/ WILLIAM E. MEYERS Vice President -- Controller

-----  
 William E. Meyers

March 3, 1995

/s/ BRIAN P. CAMPBELL President and Director

-----  
 Brian P. Campbell

/s/ HERBERT S. AMSTER Director

-----  
 Herbert S. Amster

/s/ EUGENE A. GARGARO, JR. Director

-----  
 Eugene A. Gargaro, Jr.

/s/ JOHN A. MORGAN Director

-----  
 John A. Morgan

/s/ HELMUT F. STERN Director

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 Helmut F. Stern

TRIMAS CORPORATION

FINANCIAL STATEMENT SCHEDULE

PURSUANT TO ITEM 14(A) (2) OF FORM 10-K

ANNUAL REPORT TO THE SECURITIES AND EXCHANGE COMMISSION

Schedule, as required, for the years ended December 31, 1994, 1993 and 1992:

	PAGES
	---
II. Valuation and Qualifying Accounts.....	F-2

## TRIMAS CORPORATION

## SCHEDULE II. VALUATION AND QUALIFYING ACCOUNTS

FOR THE YEARS ENDED DECEMBER 31, 1994, 1993 AND 1992

COLUMN A -----	COLUMB B -----	COLUMN C ----- ADDITIONS -----		COLUMN D -----	COLUMN E -----
DESCRIPTION -----	BALANCE AT BEGINNING OF PERIOD -----	CHARGED (CREDITED) TO COST AND EXPENSES -----	CHARGED (CREDITED) TO OTHER ACCOUNTS -----	DEDUCTIONS -----	BALANCE AT END OF PERIOD -----
			(A)	(B)	
Allowance for doubtful accounts, deducted from accounts receivable in the balance sheet:					
1994.....	\$1,800,000 =====	\$620,000 =====	\$ -- =====	\$380,000 =====	\$2,040,000 =====
1993.....	\$1,430,000 =====	\$800,000 =====	\$ 160,000 =====	\$590,000 =====	\$1,800,000 =====
1992.....	\$1,750,000 =====	\$440,000 =====	\$ (310,000 ) =====	\$450,000 =====	\$1,430,000 =====
Allowance for doubtful accounts, deducted from notes receivable in the balance sheet:					
1994.....	\$ 650,000 =====	\$ -- =====	\$ -- =====	\$ -- =====	\$ 650,000 =====
1993.....	\$ 650,000 =====	\$ -- =====	\$ -- =====	\$ -- =====	\$ 650,000 =====
1992.....	\$ 650,000 =====	\$ -- =====	\$ -- =====	\$ -- =====	\$ 650,000 =====

## Notes:

(A) Allowance of companies acquired, and other adjustments, net.

(B) Doubtful accounts charged off, less recoveries.

## EXHIBIT INDEX

EXHIBIT NO.	DESCRIPTION	PAGE NO.
3.a	Restated Certificate of Incorporation of TriMas Corporation.(6)	
3.b	Bylaws of TriMas Corporation, as amended.(4)	
4.a	Indenture dated as of August 1, 1993 between TriMas Corporation and Continental Bank, National Association (now known as Bank of America Illinois), as Trustee, and Directors' resolutions establishing TriMas Corporation's 5% Convertible Subordinated Debentures Due 2003.(6)	
4.b	Credit Agreement dated February 1, 1993 among TriMas Corporation, Certain Banks and NationsBank of North Carolina, N.A., as Agent.(3)	
Note:	Other instruments, notes or extracts from agreements defining the rights of holders of long-term debt of TriMas Corporation or its subsidiaries have not been filed since (i) in each case the total amount of long-term debt permitted thereunder does not exceed 10 percent of TriMas Corporation's consolidated assets, and (ii) such instruments, notes and extracts will be furnished by TriMas Corporation to the Securities and Exchange Commission upon request.	
10.a	Assumption and Indemnification Agreement, dated December 27, 1988, between TriMas Corporation and Masco Industries, Inc. (now known as MascoTech, Inc.).(3)	
10.b	Corporate Services Agreement, dated December 27, 1988, between TriMas Corporation and Masco Corporation.(3)	
10.c	Corporate Opportunities Agreement, dated December 27, 1988, among TriMas Corporation, Masco Corporation and Masco Industries, Inc. (now known as MascoTech, Inc.).(3)	
10.d	Stock Repurchase Agreement, dated December 27, 1988, among TriMas Corporation, Masco Corporation and Masco Industries, Inc. (now known as MascoTech, Inc.).(3)	
10.e	Registration Agreement, dated December 27, 1988, among TriMas Corporation, Masco Corporation and Masco Industries, Inc. (now known as MascoTech, Inc.), and amendment dated as of January 5, 1993(3) and amendment dated as of May 26, 1994.	
Note:	Exhibits 10.f through 10.r constitute the management contracts and executive compensatory plans or arrangements in which certain of the executive officers and directors of the Company participate.	
10.f	TriMas Corporation 1988 Stock Option Plan (Restated September 15, 1993).	
10.g	TriMas Corporation 1988 Restricted Stock Incentive Plan (Restated February 8, 1995).	
10.h	MascoTech, Inc. 1984 Restricted Stock Incentive Plan (Restated September 14, 1993).(6)	
10.i	MascoTech, Inc. 1984 Stock Option Plan (Restated September 14, 1993).(6)	
10.j	Masco Corporation 1988 Restricted Stock Incentive Plan (Restated September 11, 1990).(1)	
10.k	Masco Corporation 1988 Stock Option Plan (Restated September 11, 1990).(1)	
10.l	Masco Corporation 1984 Restricted Stock (Industries) Incentive Plan (Restated September 14, 1993).	
10.m	Masco Corporation 1984 Stock Option Plan (Restated September 14, 1993).	

EXHIBIT NO.	DESCRIPTION	PAGE NO.
10.n	Masco Corporation Restricted Stock Incentive Plan (Restated September 14, 1993).	
10.o	Masco Corporation 1991 Long Term Stock Incentive Plan.(2)	
10.p	MascoTech, Inc. 1991 Long Term Stock Incentive Plan (Restated September 14, 1993).(6)	
10.q	TriMas Corporation Supplemental Executive Retirement and Disability Plan.	
10.r	TriMas Corporation Benefits Restoration Plan.	
10.s	Purchase Agreement dated January 26, 1990 between Masco Corporation and TriMas Corporation.(6)	
10.t	Purchase Agreement dated as of November 23, 1993 between MascoTech, Inc. and TriMas Corporation.(5)	
11	Computation of Earnings per Common Share.	
12	Computation of Ratios of Earnings to Fixed Charges.	
21	List of Subsidiaries.	
23	Consent of Coopers & Lybrand L.L.P. relating to TriMas Corporation's Financial Statements and Financial Statement Schedule.	
27	Financial Data Schedule.	

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- (1) Incorporated by reference to the Exhibits filed with TriMas Corporation's Annual Report on Form 10-K for the year ended December 31, 1990.
  - (2) Incorporated by reference to the Exhibits filed with TriMas Corporation's Registration Statement on Form S-1, Registration No. 33-46412.
  - (3) Incorporated by reference to the Exhibits filed with TriMas Corporation's Annual Report on Form 10-K for the year ended December 31, 1992.
  - (4) Incorporated by reference to the Exhibits filed with TriMas Corporation's Quarterly Report on Form 10-Q for the quarter ended June 30, 1993.
  - (5) Incorporated by reference to the Exhibits filed with TriMas Corporation's Current Report on Form 8-K dated November 23, 1993.
  - (6) Incorporated by reference to the Exhibits filed with TriMas Corporation's Annual Report on Form 10-K for the year ended December 31, 1993.

AMENDMENT TO REGISTRATION AGREEMENT

This is an Amendment dated as of May 26, 1994 to a Registration Agreement dated as of December 27, 1988 and amended as of April 21, 1992 and January 5, 1993 (the "Registration Agreement") among TriMas Corporation, a Delaware corporation ("TriMas"), Masco Corporation, a Delaware corporation ("Masco"), and MascoTech, Inc. (formerly Masco Industries, Inc.), a Delaware corporation ("Industries").

WHEREAS, the common stock, par value \$.01 per share, of TriMas is referred to herein as the "Common Stock";

WHEREAS, Masco and Industries have certain registration rights pursuant to the Registration Agreement with respect to their shares of Common Stock;

WHEREAS, the Registration Agreement provides that Masco and Industries may assign certain of their registration rights under certain circumstances to transferees who purchase shares of Common Stock from Masco and Industries;

WHEREAS, Masco and Industries sold certain shares of Common Stock (the "Executive Shares") to certain members of their senior management (the "Executives"), including Richard A. Manoogian, pursuant to letter agreements dated June 29, 1989 (the "Executive Letter Agreements");

WHEREAS, Masco and Industries gave the Executives certain registration rights pursuant to the Executive Letter Agreements with respect to the Executive Shares;

WHEREAS, TriMas, Masco and Industries wish to amend the Registration Agreement to alter the arrangements for registration of the Executive Shares owned by Richard A. Manoogian; and

WHEREAS, Masco, Industries and Richard A. Manoogian are entering into conforming amendments to Richard A. Manoogian's Executive Letter Agreements concurrently herewith.

NOW, THEREFORE, the parties hereto agree as follows:

A. Paragraph 1(b) of the Registration Agreement is hereby amended and restated in its entirety to read as follows:

"(b) Richard A. Manoogian. Promptly on or after the date of this Amendment, TriMas shall prepare and file a Common Stock Registration Statement covering all of the Executive Shares which Richard A. Manoogian purchased under his Executive Letter Agreements (as adjusted from time to time for stock splits, dividends and similar events) and shall use its best efforts to cause the Common Stock Registration Statement to become effective as soon as possible. TriMas shall use its best efforts to keep

such Common Stock Registration Statement effective and in compliance with the Securities Act on a continuous basis (i.e., a "shelf" registration), and to provide Richard A. Manoogian with prospectuses and prospectus supplements in compliance with the Securities Act as may be required from time to time, until the earlier of (A) June 30, 1996 or (B) the date when Richard A. Manoogian ceases to own any of the Common Stock registered thereunder. All expenses (other than fees and expenses of counsel to Richard A. Manoogian) in connection with such registration pursuant to this Paragraph 1(b) shall be borne by TriMas. If Richard A. Manoogian proposes to sell any shares of Common Stock under such Common Stock Registration Statement pursuant to this Paragraph 1(b), he shall notify the Vice President - General Counsel or the Vice President - Investments of Masco, who in turn shall notify the President (or, if

the President is absent or unavailable, any Vice President) of TriMas, and he shall not consummate such sale until the President or a Vice President of TriMas has been notified (or if more than 10 days have elapsed since the last such notice was given); provided, however, that following a "Change in Control" of Masco (as defined in the Executive Letter Agreement) he may notify the President (or, if the President is absent or unavailable, any Vice President) of TriMas directly. TriMas will have the right at any time to suspend all sales of Executive Shares under this Paragraph 1(b), for a period not exceeding a total of 90 days, by notice to Richard A. Manoogian if in its good faith judgment the relevant prospectus contains an untrue statement of material fact, or omits to state a material fact necessary in order to make the statements made, in the light of the circumstances under which they were made, not misleading. Richard A. Manoogian shall sell his Executive Shares under the Common Stock Registration Statement pursuant to this Paragraph 1(b) only in accordance with the terms of the related prospectus and any prospectus supplements, and shall not sell any Executive Shares pursuant to such Common Stock Registration Statement while any

suspension of sales thereunder is in effect. In lieu of a Common Stock Registration Statement, TriMas at its option may utilize a prospectus or prospectus supplement under its currently effective shelf registration statement, in which event the rights and obligations with respect thereto shall be the same as if TriMas had filed a Common Stock Registration Statement."

B. Except as provided herein, the Registration Agreement shall remain in full force and effect and not otherwise be modified or affected by the provisions hereof. This Amendment to Registration Agreement may be executed in multiple counterparts.

IN WITNESS WHEREOF, the undersigned have executed this Amendment to Registration Agreement as of the date first set forth above.

MASCO CORPORATION

MASCOTECH, INC.

By /s/ Richard A. Manoogian  
Richard A. Manoogian  
Chairman

By /s/ Richard A. Manoogian  
Richard A. Manoogian  
Chairman

TRIMAS CORPORATION

TRIMAS OVERSIGHT COMMITTEE

By /s/ Brian P. Campbell  
Brian P. Campbell  
President

By /s/ Herbert S. Amster  
Herbert S. Amster

By /s/ Helmut F. Stern  
Helmut F. Stern

TRIMAS CORPORATION  
1988 STOCK OPTION PLAN

(Restated September 15, 1993)

Article I. Purpose

The purpose of the 1988 Stock Option Plan (the "Plan") is to secure for TriMas Corporation (the "Company") and its stockholders the benefits inherent in stock ownership by selected key employees of and consultants to the Company and its subsidiaries and affiliated companies who in the judgment of the committee responsible for the administration of the Plan are largely responsible for the Company's growth and success. The Plan is designed to accomplish this purpose by offering such employees and consultants an opportunity to purchase shares of the Common Stock of the Company. For purposes of the Plan a "subsidiary" is any corporation in which the Company owns, directly or indirectly, stock possessing more than fifty percent of the total combined voting power of all classes of stock, and an "affiliated company" is any other corporation, at least twenty percent of the total combined voting power of all classes of stock of which is owned by the Company or by one or more other corporations in a chain of corporations, at least twenty percent of the stock of each of which is held by the Company or a subsidiary or another corporation within such chain.

Article II. Administration

The Plan shall be administered by a committee (the "Committee") of three or more of the Company's directors to be appointed by the Board of Directors. Upon registration of the Company's Common Stock under Section 12 of the Securities Exchange Act of 1934 (the "Exchange Act"), members of the Committee shall be "disinterested persons" as such term is defined in Rule 16b-3(d) under the Exchange Act or any rule which modifies, amends or replaces Rule 16b-3(d). The Committee shall have authority, consistent with the Plan:

(a) to determine which key employees of and consultants to the Company, its subsidiaries and affiliated companies shall be granted options;

(b) to determine the time or times when options shall be granted and the number of shares of Common Stock subject to each option;

(c) to determine the option price of the stock subject to each option and the method of payment of such price;

(d) to determine the time or times when each option becomes exercisable, limitations on exercise, and the duration of the exercise period;

(e) to prescribe the form or forms of the instruments evidencing options granted under the Plan and of any other instruments required under the Plan, and to change such forms from time to time;

(f) to designate options granted to key employees of the Company or its subsidiaries under the Plan as "incentive stock options" ("ISOs"), as such terms are defined in the Internal Revenue Code of 1986;

(g) to adopt, amend and rescind rules and regulations for the administration of the Plan and options and for its own acts and proceedings; and

(h) to decide all questions and settle all controversies and disputes which may arise in connection with the Plan.

All decisions, determinations and interpretations of the Committee shall be conclusive and binding on all parties concerned.

Article III. Participants

Key employees of and consultants to the Company, its subsidiaries and affiliated companies, including officers of the Company (who may also be directors, but excluding members of the Committee, any person who serves only as a director of the Company and any consultant to the Company or any of its subsidiaries or affiliated companies who is also a director of the Company or who is not rendering services pursuant to a written agreement with the corporation in question), as may be selected from time to time by the Committee in its discretion, are eligible to receive options under the Plan. The grant of an option to an employee or consultant shall not entitle such individual to other grants or options, nor shall such grant disqualify such individual from further participation.

Article IV. Limitations

No options shall be granted under the Plan after December 31, 1998, but options theretofore granted may extend beyond that date. Subject to adjustment as provided in Article IX, the number of shares of Common Stock of the Company which may

be issued under the Plan shall not exceed 2,000,000; provided, however, that such number of shares shall be reduced by the number of shares of the Company's Common Stock awarded under the Company's 1988 Restricted Stock Incentive Plan (other than shares awarded under such plan which are later forfeited to the Company). To the extent that any option granted under the Plan shall expire or terminate unexercised or for any reason become unexercisable, any stock theretofore subject to such expired or terminated option shall thereafter be available for further grants under the Plan. If an option granted under the Plan shall be accepted for surrender pursuant to Article VIII, any stock subject to such option shall not thereafter be available for further grants.

Notwithstanding any provision to the contrary in the Plan, no option may be designated an ISO unless all of the following conditions are satisfied:

(a) Such option must be granted on or prior to November 1, 1998, and such option by its terms must not be exercisable after the expiration of ten years from the date such option is granted;

(b) Either (i) the employee to whom such option is granted does not, determined at the time such option is granted, own capital stock representing more than ten percent of the voting power of all classes of stock of the Company, its parent or any of its subsidiaries, or (ii) the option price is at least 110 percent of the fair market value, determined at the time such option is granted, of the stock subject to such option and such option by its terms is not exercisable more than five years from the date it is granted; and

(c) The aggregate fair market value of the Common Stock subject to such option plus the aggregate fair market value of Common Stock subject to ISOs previously or concurrently granted to the same employee exercisable in the same calendar year (all determined at the respective dates of grant of such options) must not exceed \$100,000.

#### Article V. Stock to be Issued

The stock as to which options may be granted is the Company's Common Stock, par value \$.01 per share. Such stock may be authorized but unissued shares or shares of Common Stock reacquired by the Company, including but not limited to shares purchased on the open market. The Board of Directors and the officers of the Company shall take any appropriate action required for such issuance.

Article VI. Terms and Conditions of Options

All options granted under the Plan shall be subject to the following terms and conditions (except as otherwise provided in Article VII) and to such other terms and conditions as the Committee shall deem appropriate.

(a) Option Price. Each option shall have such per share option price as the Committee may determine, but not less than the fair market value of Common Stock of the Company on the date the option is granted.

(b) Term of Options. The term of an option shall not exceed eleven years from the date of grant. The date of grant shall be the date on which the option is awarded by the Committee.

(c) Exercise of Options.

(i) Each option shall be made exercisable not less than six months from the date of grant and at such time or times, whether or not in installments, as the Committee shall prescribe at the time the option is granted.

(ii) A person electing to exercise an option shall give written notice to the Company, as may be specified by the Committee, of exercise of the option and the number of shares of stock elected for exercise, such notice to be accompanied by such instruments or documents as may be required by the Committee, and shall tender the purchase price of the stock elected for exercise unless otherwise directed by the Committee.

(iii) Notwithstanding any of the provisions of this Plan or instruments evidencing options granted hereunder, in the case of a Change in Control of the Company, each option then outstanding shall immediately become exercisable in full. A Change in Control shall occur if:

(1) any "person" or "group of persons" as such terms are used in Sections 13(d) and 14(d) of the Exchange Act other than pursuant to a transaction or agreement previously approved by the Board of Directors directly or indirectly purchases or otherwise becomes the "beneficial owner" (as defined in Rule 13d3 under the Exchange Act) or has the right to acquire such beneficial ownership (whether or not such right is exercisable immediately, with the passage of time, or subject to any condition) of voting securities representing twenty-five percent or more of the combined voting power of all outstanding voting

securities of (A) the Company, or (B) of an Affiliated Party (as hereinafter defined); or

(2) during any period of twenty-four consecutive calendar months, the individuals who at the beginning of such period constitute the Company's Board of Directors, and any new directors whose election by such Board or nomination for election by stockholders was approved by a vote of at least two-thirds of the members of such Board who were either directors on such Board at the beginning of the period or whose election or nomination for election as directors was previously so approved, for any reason cease to constitute at least a majority of the members thereof.

An "Affiliated Party" shall mean (x) MascoTech, Inc., a Delaware corporation ("MascoTech"), provided MascoTech then owns at least twenty percent of the combined voting power of all voting securities of the Company, or (y) Masco Corporation, a Delaware corporation ("Masco"), provided Masco then owns (i) at least twenty percent of the combined voting power of all voting securities of the Company, or (ii) at least twenty percent of the combined voting power of all voting securities of MascoTech and MascoTech then owns at least twenty percent of the combined voting power of all voting securities of the Company.

(d) Payment for Issuance of Stock. At the time of exercise of any option granted pursuant to the Plan, payment in full shall be made for all stock then being purchased either in cash or, at the discretion of the Committee, in whole or in part in Common Stock of the Company valued at its then fair market value. Notwithstanding the foregoing, the Committee may in its discretion permit the issuance of stock upon such other plan of payment as it deems reasonable, provided that the then unpaid portion of the purchase price shall be evidenced by a promissory note at such rate of interest and upon such other terms and conditions as the Committee shall deem appropriate. In all cases where stock is issued for less than present full payment of the purchase price, there shall be placed upon the certificate or certificates representing such stock a legend setting forth the amount paid at issuance, and the amount remaining unpaid thereon, and stating that the stock is subject to call for the remainder and may not be transferred by the holder until the balance due thereon shall be fully paid.

The Committee, in its discretion and in accordance with its procedures, may permit a participant to satisfy, in whole or in part, the income tax withholding obligations in connection with the exercise of a non-qualified stock option by having

shares withheld from the shares to be issued upon the exercise of the option or by delivering shares of Common Stock of the Company having a fair market value equal to the amount needed to satisfy such obligations.

(e) Conditions to Issuance. The Company shall not be obligated to issue any stock unless and until:

(i) if the Company's outstanding Common Stock is at the time listed upon any stock exchange, the shares of stock to be issued have been listed, or authorized to be added to the list upon official notice of issuance, upon such exchange, and

(ii) in the opinion of the Company's counsel there has been compliance with applicable law in connection with the issuance and delivery of stock and such issuance shall have been approved by the Company's counsel.

Without limiting the generality of the foregoing, the Company may require from the participant such investment representation or such agreement, if any, as counsel for the Company may consider necessary in order to comply with the Securities Act of 1933 as then in effect, and may require that the participant agree that any sale of the stock will be made only in such manner as shall be in accordance with law and that the participant will notify the Company of any intent to make any disposition of the stock whether by sale, gift or otherwise. The participant shall take any action reasonably requested by the Company in such connection. A participant shall have the rights of a stockholder only as and when shares of stock have been actually issued to the participant pursuant to the Plan.

(f) Nontransferability of Options. No options may be transferred by the participant other than by designation of beneficiary as provided in subsection (j) of this Article, or by will or the laws of descent and distribution, and during the participant's lifetime the option may be exercised only by the participant.

(g) Consideration for Option. Each person receiving an option must agree to remain as an employee or consultant upon the terms of employment or the consulting arrangement then existing (unless different terms are mutually agreed upon) for at least ninety days from the date the option is granted.

(h) Termination of Employment. If the employment of or consulting arrangement with a participant terminates for any reason (including termination by reason of the fact that any corporation is no longer a subsidiary or affiliated company) other than the participant's death or permanent and total disability or, in the case of an employee, retirement on or after

normal retirement date, unless discharged for misconduct which in the opinion of the Committee casts such discredit on the participant as to justify termination of the option, the participant may thereafter exercise the option as provided below. If such termination is voluntary on the part of the participant, the option may be exercised only within ten days after the day of termination. If such termination is involuntary on the part of the participant, the option may be exercised within three months after the day of termination. Except as expressly provided in the Plan or the option, whether the termination of employment or consulting arrangement is voluntary or involuntary, options may be exercised only if such options were exercisable at the date of such termination, and an option may not be exercised at a time when the option would not have been exercisable had the employment or consulting arrangement continued. Notwithstanding the preceding three sentences, the Committee may extend the time within which or alter the terms and conditions on which the participant may exercise an option after the termination of employment or the consulting arrangement, and if the period within which an option may be exercised has been extended, the Committee may terminate the unexercised portion of the option if it shall determine that the participant has engaged in any activity detrimental to the Company's interests. For purposes of this Article VI(h), a participant's employment or consulting arrangement shall not be considered terminated (i) in the case of approved sick leave or other bona fide leave of absence (not to exceed one year unless otherwise approved by the Committee), (ii) in the case of a transfer of employment or the consulting arrangement among the Company, its subsidiaries and affiliated companies, or (iii) by virtue of a change of status from employee to consultant or from consultant to employee.

(i) Retirement; Disability. If prior to the expiration date of an option the employee shall retire on or after normal retirement date or if the employment or consulting relationship is terminated by reason of permanent and total disability, such option may be exercised to the extent exercisable on the date of retirement or such termination, provided such option shall be exercised within three months of the date of retirement or such termination. Notwithstanding the foregoing, in its discretion the Committee may extend the time within which or alter the terms and conditions on which an option held by a retired or disabled option holder may be exercised, and if the period within which an option may be exercised has been extended, the Committee may terminate the unexercised portion of the option if it shall determine that the participant has engaged in any activity detrimental to the Company's interests.

(j) Death. If a participant dies at a time when entitled to exercise an option, then at any time or times within one year after death (or such further period as the Committee may allow) such option may be exercised, as to all or any of the shares which the participant was entitled to purchase immediately prior to death (or such additional shares covered by the option as the Committee may allow), by the person or persons designated in writing by the participant in such form of beneficiary designation as may be approved by the Company, or failing designation by the participant's personal representative, executor or administrator or the person or persons to whom the option is transferred by will or the applicable laws of descent and distribution. The Company may decline to deliver shares to a designated beneficiary until it receives indemnity against claims of third parties satisfactory to the Company. Except as so exercised such option shall expire at the end of such period.

#### Article VII. Replacement Options

The Committee may grant options under the Plan on terms and conditions differing from those provided for in Article VI where such options are granted in substitution for options held by employees of or consultants to other entities who concurrently become employees of or consultants to the Company or a subsidiary or an affiliated company as the result of a merger, consolidation or other reorganization of such other entity with the Company or a subsidiary or an affiliated company, or the acquisition by the Company or a subsidiary or an affiliated company of the business, property or stock of such other entity. The Committee may direct that the replacement options be granted on such terms and conditions as the Committee considers appropriate in the circumstances.

#### Article VIII. Surrender of Options

The Committee may, in its discretion and upon such terms and conditions as it deems appropriate, accept the surrender by a participant of a presently exercisable right to purchase stock granted under an option and authorize payment by the Company in consideration therefor of an amount equal to the difference obtained by subtracting the option price of the stock from its fair market value on the date of such surrender, such payment to be in cash or shares of the Common Stock of the Company valued at fair market value on the date of such surrender, or partly in such stock and partly in cash, provided that the Committee determines such settlement is consistent with the purpose of the Plan.

Article IX. Changes in Stock

The Board of Directors is authorized to make such adjustments, if any, as it shall deem appropriate in the number and kind of shares which may be granted under the Plan, the number and kind of shares which are subject to options then outstanding and the purchase price of shares subject to such outstanding options, in the event of any change in capital or shares of capital stock, any special distribution to stockholders or any extraordinary transaction (including a merger, consolidation or dissolution) to which the Company is a party. The determination of the Board of Directors as to such matters shall be conclusive and binding on all persons.

Article X. Employment Rights

The adoption of the Plan, the grant of options hereunder and the participation by a participant in the Plan do not confer upon any employee of or consultant to the Company or subsidiary or an affiliated company any right to continue the employment or consulting relationship with the Company or a subsidiary or an affiliated company, as the case may be, nor does it in any way impair the right of the Company or a subsidiary or an affiliated company to terminate the employment of any of its employees or the consulting arrangement with any of its consultants at any time, with or without cause, unless a written employment or consulting agreement provides otherwise.

Article XI. Amendments

The Board of Directors may at any time or times amend the Plan or amend any outstanding option or options for the purpose of satisfying the requirements of changes in applicable laws or regulations or for any other purpose which may at the time be permitted by law, provided that except to the extent permitted under Article IX, without the approval of the stockholders of the Company no amendment shall increase the maximum number of shares of stock available under the Plan, alter the class of persons eligible to receive options under the Plan, or without the consent of the participant void or diminish options previously granted, nor increase or accelerate the conditions required for the exercise of the same, except that nothing herein shall limit the Company's right under Article VI(d) to call stock, issued for deferred payment which is evidenced by a promissory note, where the participant is in default of the obligations of such note.

## 1988 RESTRICTED STOCK INCENTIVE PLAN

(Restated February 8, 1995)

## 1. Purpose of the Plan

The purpose of the Plan is to aid TriMas Corporation (the "Company") and its subsidiaries and affiliated companies in attracting and retaining key employees and consultants of outstanding ability. In addition, the Company expects that it will benefit from the added interest which such individuals will have in its welfare as a result of their ownership or increased ownership of the Company's Common Stock. For purposes of the Plan a "subsidiary" is any corporation in which the Company owns, directly or indirectly, stock possessing more than fifty percent of the total combined voting power of all classes of stock, and an "affiliated company" is any other corporation, at least twenty percent of the total combined voting power of all classes of stock of which is owned by the Company or by one or more other corporations in a chain of corporations, at least twenty percent of the stock of each of which is held by the Company or a subsidiary or another corporation within such chain.

## 2. Stock Subject to the Plan

The shares which may be awarded under the Plan are shares of the Company's Common Stock, par value \$.01 per share. Subject to adjustment as provided in Paragraph 6, the total number of shares of the Company's Common Stock that may be awarded under the Plan shall not exceed 2,000,000; provided, however, that such number of shares shall be reduced by the number of shares of the Company's Common Stock as to which options have been granted under the Company's 1988 Stock Option Plan (other than shares which are available for further grants under Article IV of such plan notwithstanding the prior grant of options with respect to such shares). Such stock may be authorized but unissued shares or shares reacquired by the Company, including but not limited to shares purchased on the open market. Shares of stock awarded under the Plan which are later reacquired by the Company as a result of forfeiture pursuant to the Plan shall again become available for awards under the Plan.

## 3. Administration

The Plan shall be administered by a committee (the "Committee") of three or more of the Company's directors to be appointed by the Board of Directors. Upon registration of the

Company's Common Stock under Section 12 of the Securities Exchange Act of 1934 (the "Exchange Act"), members of the Committee shall be "disinterested persons" as such term is defined in Rule 16b-3(d) under the Exchange Act or any rule which modifies, amends or replaces Rule 16b-3(d). The Committee shall have the authority, consistent with the Plan, to determine the terms and conditions of each award, to interpret the Plan and the agreements entered into pursuant to the Plan, to adopt, amend and rescind rules and regulations for its administration and the awards, and generally to conduct and administer the Plan and to make all determinations in connection therewith which may be necessary or advisable, and all such actions of the Committee shall be conclusive and binding upon all parties concerned.

## 4. Eligibility

Key employees of and consultants to the Company and its subsidiaries and affiliated companies, including officers of the Company (who may also be directors, but excluding members of the Committee, any person who serves only as a director of the Company and any consultant to the Company or any of its subsidiaries or affiliated companies who is also a director of the Company or who is not rendering services pursuant to a written agreement with the corporation in question), as may be selected from time to time by the Committee in its discretion, are eligible to receive awards under the Plan. The Committee shall determine in its sole discretion the number of shares to be awarded to each participant.

## 5. Terms and Conditions of Awards

All shares of Common Stock awarded to participants shall be subject to the following terms and conditions, and to such other terms and conditions not inconsistent with the Plan as shall be contained in each Award Agreement ("Agreement") referred to in Paragraph 5(f):

(a) At the time of each award there shall be established for the shares of each participant a "Restricted Period" which shall be not less than ninety days. Such Restricted Period may differ among participants and may have different expiration dates with respect to portions of shares

covered by the same award. The Committee may also determine that the expiration of any Restricted Period shall be subject to such additional terms and conditions as it decides in its sole discretion and as set forth in the participant's Agreement.

(b) Shares of Common Stock awarded to participants may not be sold, encumbered or otherwise transferred, except as hereinafter provided, during the Restricted Period

pertaining to such shares. Except for such restrictions on transfer, the participant shall have all the rights of a stockholder including but not limited to the right to receive all dividends paid on such shares (subject to the provisions of Paragraph 6) and the right to vote such shares.

(c) If a participant ceases to be employed or retained by the Company or any of its subsidiaries or affiliated companies for any reason (including termination by reason of the fact that any corporation is no longer a subsidiary or affiliated company), other than death, permanent and total disability, or, in the case of an employee, retirement on or after normal retirement date, all shares of stock theretofore awarded to the participant which are still subject to the restrictions imposed by Paragraph 5(b) shall upon such termination of employment or the consulting relationship be forfeited and transferred back to the Company, provided, however, that if such employment or consulting relationship is terminated by action of the Company or any of its subsidiaries or affiliated companies without cause or by agreement of the Company or any of its subsidiaries or affiliated companies and the participant, the Committee may, but need not, determine that some or all of the shares shall not be so forfeited, and provided further that the Committee may remove or modify restrictions on shares which are not forfeited. For purposes of this Paragraph 5(c), a participant's employment or consulting arrangement shall not be considered terminated (i) in the case of transfers of employment or the consulting arrangement among the Company, its subsidiaries and affiliated companies, (ii) by virtue of a change of status from employee to consultant or from consultant to employee, or (iii) in the case of interruption in service, not exceeding one year in duration unless otherwise approved by the Committee, for approved sick leave or other bona fide leave of absence.

(d) If a participant ceases to be employed or retained by the Company or any of its subsidiaries or affiliated companies by reason of death or permanent and total disability or if an employee ceases to be employed by the Company or any of its subsidiaries or affiliated companies by reason of retirement on or after normal retirement date, the restrictions imposed by Paragraph 5(b) shall lapse with respect to the shares then subject to restrictions, except to the extent provided to the contrary in the Agreement.

(e) Shares of Common Stock awarded under the Plan shall not be evidenced by certificates until restrictions

lapse but shall be registered in the name of the participant in book entry form in the Company's stock register.

(f) The participant shall enter into an Agreement with the Company in a form specified by the Committee agreeing to the terms and conditions of the award, the expiration of the Restricted Period as to the shares covered by the award, and such other matters, including compliance with applicable federal and state securities laws and methods of withholding or providing for the payment of required taxes, as the Committee in its sole discretion shall determine. The Committee may at any time amend the terms of any Agreement consistent with the terms of the Plan, except that without the participant's written consent no such amendment shall adversely affect the rights of the participant.

(g) At the expiration of the Restricted Period as to shares covered by any award, the Company shall redeliver the stock certificates deposited with it pursuant to Paragraph 5(e) and as to which the Restricted Period has expired, as follows:

(1) if an assignment to a trust has been made in accordance with Paragraph 5(i), to such trust; or

(2) if the Restricted Period has expired by reason of death and a beneficiary has been designated in form approved by the Company, to the beneficiary so designated; or

(3) in all other cases, to the participant or the legal representative of the participant's estate.

Upon written request, the Company will instruct its stock transfer agent that such certificates may be reissued without legend.

(h) Notwithstanding any of the provisions of this Plan or instruments evidencing awards granted hereunder, in the case of a Change in Control of the Company, each award theretofore granted shall immediately become fully vested and non-forfeitable and shall thereupon be distributed to participants as soon as practicable, free of all restrictions. A Change in Control shall occur if:

(1) any "person" or "group of persons" as such terms are used in Sections 13(d) and 14(d) of the Exchange Act other than pursuant to a transaction or agreement previously approved by the Board of Directors directly or indirectly purchases or otherwise

becomes the "beneficial owner" (as defined in Rule 13d3 under the Exchange Act) or has the right to acquire such beneficial ownership (whether or not such right is exercisable immediately, with the passage of time, or subject to any condition), of voting securities representing twenty-five percent or more of the combined voting power of all outstanding voting securities of (A) the Company, or (B) of an Affiliated Party (as hereinafter defined); or

(2) during any period of twenty-four consecutive calendar months, the individuals who at the beginning of such period constitute the Company's Board of Directors, and any new directors whose election by such Board or nomination for election by stockholders was approved by a vote of at least two-thirds of the members of such Board who were either directors on such Board at the beginning of the period or whose election or nomination for election as directors was previously so approved, for any reason cease to constitute at least a majority of the members thereof.

An "Affiliated Party" shall mean (x) MascoTech, Inc., a Delaware corporation ("MascoTech"), provided MascoTech then owns at least twenty percent of the combined voting power of all voting securities of the Company, or (y) Masco Corporation, a Delaware corporation ("Masco"), provided Masco then owns (i) at least twenty percent of the combined voting power of all voting securities of the Company, or (ii) at least twenty percent of the combined voting power of all voting securities of MascoTech and MascoTech then owns at least twenty percent of the combined voting power of all voting securities of the Company.

(i) Notwithstanding any other provision of this Plan, a participant may assign all rights under any award to a revocable grantor trust established by the participant for the sole benefit of the participant during the life of the participant, and under the terms of which the participant is and remains the sole trustee until death or physical or mental incapacity. Such assignment shall be effected by a written instrument in form and content satisfactory to the Committee and the participant shall deliver to the Committee a true copy of the agreement or other document evidencing such trust. If in the judgment of the Committee the trust to which a participant may attempt to assign rights under an award does not meet the criteria of a trust to which an assignment is permitted by the terms of this paragraph, or if after assignment, because of amendment, by force of law or any other reason such trust no longer meets such criteria, such attempted

assignment shall be void and may be disregarded by the Committee and the Company and all rights to any awards shall revert to and remain solely in the participant. Notwithstanding a qualified assignment, the participant, and not the trust to which rights under an award may be assigned, for the purpose of determining compensation arising by reason of the award shall continue to be considered an employee or consultant, as the case may be, of the Company, a subsidiary or affiliated company, but such trust and the participant shall be bound by all of the terms and conditions of the Agreement and this Plan.

The Committee, the Company and its officers, agents and employees may rely upon any beneficiary designation, assignment or other instrument of transfer, copies of trust agreements and any other documents delivered to them by or on behalf of the participant which they believe genuine and any action taken by them in reliance thereon shall be conclusive and binding upon the participant, his personal representatives and all persons asserting a claim based on an award granted pursuant to this Plan. The delivery by a participant of a beneficiary designation, or an assignment of rights under an award as permitted by this Paragraph 5(i), shall constitute the participant's irrevocable undertaking to hold the Committee, the Company and its officers, agents and employees harmless against claims, including any cost or expense incurred in defending against claims, of any person (including the participant) which may be asserted or alleged to be based upon an award subject to a beneficiary designation or an assignment. In addition, the Company may decline to deliver shares to a beneficiary until it receives indemnity against claims of third parties satisfactory to the Company. Issuance of shares as to which restrictions have lapsed in the name of, and delivery to, the trust to which rights may be assigned shall be conclusively considered issuance and delivery to the participant.

(j) The Committee, in its discretion and in accordance with its procedures, may permit the participant to satisfy, in whole or in part, the applicable income tax withholding obligations when the restrictions imposed by Paragraph 5(b) lapse by having shares withheld from the shares as to which the Restricted Period has expired or by delivering shares of Common Stock of the Company having a fair market value equal to the amount needed to satisfy such obligations.

(k) In its sole discretion the Committee may also provide the participant with the right to receive cash payments in connection with shares of Common Stock awarded under the Plan (including shares previously awarded), the amount of which payments are based, in whole or only in part, on the value of such Common Stock. The right to receive such payments shall be subject to such other terms and conditions not inconsistent with the Plan as the Committee may determine.

#### 6. Changes in Capitalization

If there is a change in, reclassification, subdivision or combination of, stock dividend on, or exchange of stock by the Company for the outstanding Common Stock of the Company, the maximum aggregate number and class of shares as to which awards may be granted under the Plan shall be appropriately adjusted by the Committee whose determination thereof shall be conclusive. Unless the Committee shall otherwise determine, any shares of stock or other securities received by a participant with respect to shares still subject to the restrictions imposed by Paragraph 5(b) will be subject to the same restrictions and shall be deposited with the Company.

If the Company shall be consolidated or merged with another corporation, the stock, securities or other property which a participant is entitled to receive by reason of his ownership of the shares of stock subject to the restrictions imposed pursuant to Paragraph 5(b) shall be subject to the same or equivalent restrictions unless the Committee shall determine otherwise at that time.

#### 7. Amendment of the Plan

The Board of Directors may from time to time amend or discontinue the Plan, except that without the approval of the Company's stockholders no amendment shall increase the number of shares which may be awarded under the Plan, extend the date for awards of shares under the Plan beyond December 31, 1998 or change the standards of eligibility of employees or consultants eligible to participate in the Plan. The number of shares awardable under the Plan may, however, without stockholder approval, be adjusted pursuant to the adjustment provisions described in Paragraph 6 hereof.

#### 8. Employment Rights

The adoption of the Plan, the award of stock hereunder and the participation by a participant in the Plan do not confer upon any employee of or consultant to the Company or a subsidiary or an affiliated company any right to continue the employment or consulting relationship with the Company or a

subsidiary or an affiliated company, as the case may be, nor does it in any way impair the right of the Company or a subsidiary or an affiliated company to terminate the employment of any of its employees or the consulting arrangement with any of its consultants at any time, with or without cause, unless a written employment or consulting agreement provides otherwise.

9. Effective Date and Termination of Awards

The Plan shall become effective when approved by the stockholders of the Company and no shares may be awarded under the Plan after December 31, 1998.

RESTRICTED STOCK INCENTIVE PLAN

(Restated September 14, 1993)

1. Purpose of the Plan

The purpose of the Plan is to aid Masco Corporation (the "Company") and its subsidiaries and affiliated companies in securing and retaining key employees and consultants of outstanding ability and to motivate such individuals to exert their best efforts on behalf of the Company and its subsidiaries and affiliated companies. In addition, the Company expects that it will benefit from the added interest which such individuals will have in its welfare as a result of their ownership or increased ownership of the Company's Common Stock. For purposes of the Plan a "subsidiary" is any corporation in which the Company owns, directly or indirectly, stock possessing more than fifty percent of the total combined voting power of all classes of stock. For purposes of Paragraph 4 of the Plan, an "affiliated company" is any other corporation (and its subsidiaries) in which the Company or its subsidiaries own stock possessing at least twenty percent of the total combined voting power of all classes of stock, and for all other purposes of the Plan, an "affiliated company" is any other corporation, at least twenty percent of the total combined voting power of all classes of stock of which is owned by the Company or by one or more other corporations in a chain of corporations, at least twenty percent of the stock of each of which is held by the Company or a subsidiary or another corporation within such chain.

2. Stock Subject to the Plan

The total number of shares of stock that may be awarded under the Plan is 4,000,000 shares of the Company's Common Stock, \$1.00 par value. Such stock may be authorized but unissued shares or shares of Common Stock reacquired by the Company, including but not limited to shares purchased on the open market. Shares of stock awarded under the Plan which are later reacquired by the Company as a result of forfeiture pursuant to the Plan shall again become available for awards under the Plan.

3. Administration

The Board of Directors of the Company shall appoint a committee (the "Committee") consisting of three or more members of the Board of Directors who shall administer the Plan. Members of the Committee shall not be eligible while a member to participate in the Plan and shall not have at any time within one year prior to appointment been eligible for selection as a person to whom stock

may have been allocated or to whom stock options of the Company may have been granted pursuant to the Plan or any other plan of the Company. The Committee shall have the authority, consistent with the Plan, to determine the terms and conditions of each award, to interpret the Plan and the agreements under the Plan, to adopt, amend and rescind rules and regulations for the administration of the Plan and the awards, and generally to conduct and administer the Plan and to make all determinations in connection therewith which may be necessary or advisable, and all such actions of the Committee shall be binding upon all participants.

4. Eligibility

Key employees of and consultants to the Company and its subsidiaries and affiliated companies, including officers of the Company (who may also be directors, but excluding members of the Committee, any person who serves only as a director of the Company and any consultant to the Company or any of its subsidiaries or affiliated companies who is also a director of the Company), as may be selected from time to time by the Committee in its discretion, are eligible to receive awards under the Plan. The Committee shall determine in its sole discretion the number of shares to be awarded to each such participant.

5. Terms and Conditions of Awards

All shares of Common Stock awarded to participants under this Plan shall be subject to the following terms and conditions, and to such other terms and conditions not inconsistent with the Plan as shall be contained in each Award Agreement ("Agreement") referred to in Paragraph 5(f):

(a) At the time of each award there shall be established for the shares of each participant a "Restricted Period" which shall be not less than one year. Such Restricted Period may differ between and among

participants and may have different expiration dates with respect to portions of shares covered by the same award. The Committee may also determine that the expiration of any Restricted Period shall be subject to such additional terms and conditions as it decides in its sole discretion and as set forth in the participant's Agreement.

(b) Shares of stock awarded to participants may not be sold, encumbered or otherwise transferred, except as hereinafter provided, during the Restricted Period pertaining to such shares. Except for such restrictions on transfer, the participant shall have all the rights of a stockholder including but not limited to the right to receive all dividends paid on such shares (subject to the provisions of Paragraph 6) and the right to vote such shares.

(c) If a participant ceases to be employed or retained by the Company or any of its subsidiaries or affiliated companies for any reason (including termination by reason of the fact that any corporation is no longer a subsidiary or affiliated company), other than death, permanent and total disability, or, in the case of an employee, retirement on or after normal retirement date, all shares of stock theretofore awarded to the participant which are still subject to the restrictions imposed by Paragraph 5(b) shall upon such termination of employment or the consulting relationship be forfeited and transferred back to the Company, provided, however, that in the event such employment or consulting relationship is terminated by action of the Company or any of its subsidiaries or affiliated companies without cause or by agreement of the Company or any of its subsidiaries or affiliated companies and the participant, the Committee may, but need not, determine that some or all of the shares shall be free of restrictions. For purposes of this Paragraph 5(c), a participant's employment or consulting arrangement shall not be considered terminated (i) in the case of transfers of employment or the consulting arrangement among the Company, its subsidiaries and affiliated companies, (ii) by virtue of a change of status from employee to consultant or from consultant to employee, or (iii) in the case of interruption in service, not exceeding one year in duration unless otherwise approved by the Committee, for approved sick leave or other bona fide leave of absence.

(d) If a participant ceases to be employed or retained by the Company or any of its subsidiaries or affiliated companies by reason of death or permanent and total disability or if an employee ceases to be employed by the Company or any of its subsidiaries or affiliated companies by reason of retirement on or after normal retirement date, the restrictions imposed by Paragraph 5(b) shall lapse with respect to the shares then subject to restrictions, except to the extent provided to the contrary in the Agreement.

(e) Each certificate issued in respect of shares awarded under the Plan shall be registered in the name of the participant and deposited by the participant with the Company, together with a stock power endorsed in blank, and shall bear the following legend:

"The sale, encumbrance, or other transfer of this certificate and the shares of stock represented hereby are subject to the terms and conditions (including a contingent transfer obligation) contained in the Masco Corporation Restricted Stock Incentive Plan and an agreement entered into between the registered owner and Masco Corporation. Copies of such Plan

and Agreement are on file in the office of the Secretary of Masco Corporation, Taylor, Michigan."

(f) The participant shall enter into an Agreement with the Company in a form specified by the Committee agreeing to the terms and conditions of the award, the expiration of the Restricted Period as to the shares covered by the award, and such other matters, including compliance with applicable federal and state securities laws and methods of withholding or providing for the payment of required taxes, as the Committee shall in its sole discretion determine. The Committee may at any time amend the terms of any Agreement consistent with the terms of the Plan, except that without the participant's written consent no such amendment shall adversely affect the rights of the participant who is a party to such Agreement.

(g) At the expiration of the Restricted Period as to shares covered by any award, the Company shall redeliver the stock certificates deposited with it pursuant to Paragraph 5(e) and as to which the Restricted Period has expired, as follows:

- (1) if an assignment to a trust has been made in accordance with Paragraph 5(i), to such trust; or
- (2) if the Restricted Period has expired by reason of death and a beneficiary has been designated in form approved by the Company, to the beneficiary so designated; or
- (3) in all other cases, to the participant or the legal representative of the participant's estate.

Upon written request, the Company will instruct its stock transfer agent that such certificates may be reissued without legend.

(h) Notwithstanding any of the provisions of this Plan or instruments evidencing awards heretofore or hereafter granted hereunder, in the case of a Change in Control of the Company, each award granted at least one year prior thereto shall immediately become fully vested and non-forfeitable and shall thereupon be distributed to participants as soon as practicable, free of all restrictions. A Change in Control shall occur if:

- (1) any "person" or "group of persons" as such terms are used in Section 13(d) and 14(d) of the Securities Exchange Act of 1934 (the "Exchange Act") other than pursuant to a transaction or agreement previously approved by the Board directly or indirectly purchases or otherwise becomes the "beneficial owner" (as defined in

Rule 13d-3 under the Exchange Act) or has the right to acquire such beneficial ownership (whether or not such right is exercisable immediately, with the passage of time, or subject to any condition), of voting securities representing 25% or more of the combined voting power of all outstanding voting securities of the Company; or

(2) during any period of twenty four consecutive calendar months, the individuals who at the beginning of such period constitute the Company's Board of Directors, and any new directors whose election by such Board or nomination for election by stockholders was approved by a vote of at least two-thirds of the members of such Board who were either directors on such Board at the beginning of the period or whose election or nomination for election as directors was previously so approved, for any reason cease to constitute at least a majority of the members thereof.

(i) Notwithstanding any other provision of this Plan, a participant may assign all rights under any award to a revocable grantor trust established by the participant for the sole benefit of the participant during the life of the participant, and under the terms of which the participant is and remains the sole trustee until death or physical or mental incapacity. Such assignment shall be effected by a written instrument in form and content satisfactory to the Committee and the participant shall deliver to the Committee a true copy of the agreement or other document evidencing such trust. If in the judgment of the Committee the trust to which a participant may attempt to assign rights under an award does not meet the criteria of a trust to which an assignment is permitted by the terms of this paragraph, or if after assignment, because of amendment, by force of law or any other reason such trust no longer meets such criteria, such attempted assignment shall be void and may be disregarded by the Committee and the Company and all rights to any awards shall revert to and remain solely in the participant. Notwithstanding a qualified assignment, the participant, and not the trust to which rights under an award may be assigned, for the purpose of determining compensation arising by reason of the award shall continue to be considered an employee or consultant, as the case may be, of the Company, a subsidiary or affiliated company, but such trust and the participant shall be bound by all of the terms and conditions of the Award Agreement and this Plan.

The Committee, the Company and its officers, agents and employees may rely upon any beneficiary designation, assignment or other instrument of transfer, copies of trust agreements and any other documents delivered to them by or on behalf of the participant which they believe genuine and any action taken by them in reliance thereon shall be conclusive

and binding upon the participant, his personal representatives and all persons asserting a claim based on an award granted pursuant to this Plan. The delivery by a participant of a beneficiary designation, or an assignment of rights under an award as permitted by this Paragraph 5(i), shall constitute the participant's irrevocable undertaking to hold the Committee, the Company and its officers, agents and employees harmless against claims, including any cost or expense incurred in defending against claims, of any person (including the participant) which may be asserted or alleged to be based upon an award subject to a beneficiary designation or an assignment. In addition, the Company may decline to deliver shares to a beneficiary until it receives indemnity against claims of third parties satisfactory to the Company. Issuance of shares as to which restrictions have lapsed in the name of, and delivery to, the trust to which rights may be assigned shall be conclusively considered issuance and delivery to the participant.

(j) The Committee, in its discretion and in accordance with the procedures established by the Committee, may permit the participant to satisfy, in whole or in part, the applicable income tax withholding obligations when the restrictions imposed by Paragraph 5(b) lapse: (1) in the case of participants who are employees of or consultants to MascoTech, Inc. or any of its subsidiaries, by delivering from shares of common stock of MascoTech, Inc. owned by the participant such number of shares having a fair market value equal to the amount needed to satisfy such obligations; or (2) in the case of all other participants, by having withheld from the shares as to which the Restricted Period has expired or by delivering from shares of Common Stock of the Company owned by the participant such number of shares having a fair market value equal to the amount needed to satisfy such obligations.

#### 6. Changes in Capitalization

In the event there is a change in, reclassification, subdivision or combination of, stock dividend on, or exchange of stock by the Company for the outstanding Common Stock of the Company, the maximum aggregate number and class of shares as to which awards may be granted under the Plan shall be appropriately adjusted by the Committee whose determination thereof shall be conclusive. Unless the Committee shall otherwise determine, any shares of stock or other securities received by a participant with respect to shares still subject to the restrictions imposed by Paragraph 5(b) will be subject to the same restrictions and shall be deposited with the Company.

If the Company shall be consolidated or merged with another corporation, the stock, securities or other property which a participant is entitled to receive by reason of his ownership of the shares of stock subject to the restrictions imposed pursuant to Paragraph 5(b) shall be subject to the same or equivalent restrictions unless the Committee shall determine otherwise at that time.

#### 7. Amendment of the Plan

The Board of Directors may from time to time amend or discontinue the Plan, except that without the approval of Stockholders no amendment shall increase the total number of shares which may be awarded under the Plan, extend the date for awards of shares under the Plan beyond December 31, 1991 or change the standards of eligibility of employees eligible to participate in the Plan. The total number of shares awardable under the Plan may, however, without stockholder approval, be adjusted pursuant to the adjustment provisions described in Paragraph 6 hereof.

#### 8. Effective Date and Termination of Plan

The Plan shall become effective when approved by the stockholders of the Company and no shares may be awarded under the Plan after December 31, 1991.

1984 STOCK OPTION PLAN

(Restated September 14, 1993)

Article I. Purpose

The purpose of the 1984 Stock Option Plan (the "Plan") is to secure for Masco Corporation (the "Company") and its stockholders the benefits inherent in stock ownership by selected key employees of and consultants to the Company and its subsidiaries and affiliated companies who in the judgment of the committee responsible for the administration of the Plan are largely responsible for the Company's growth and success. The Plan is designed to accomplish this purpose by offering such employees and consultants an opportunity to purchase shares of the Common Stock of the Company. For purposes of the Plan a "subsidiary" is any corporation in which the Company owns, directly or indirectly, stock possessing more than fifty percent of the total combined voting power of all classes of stock. For purposes of Articles III and VII of the Plan, an "affiliated company" is any other corporation (and its subsidiaries) in which the Company or its subsidiaries own stock possessing at least twenty percent of the total combined voting power of all classes of stock, and for all other purposes of the Plan, an "affiliated company" is any other corporation, at least twenty percent of the total combined voting power of all classes of stock of which is owned by the Company or by one or more other corporations in a chain of corporations, at least twenty percent of the stock of each of which is held by the Company or a subsidiary or another corporation within such chain.

Article II. Administration

The Plan shall be administered by a committee (the "Committee") of three or more of the Company's directors to be appointed by the Board of Directors. No director shall become or remain a member of the Committee unless at the time of exercise of any discretionary function as a Committee member such director is not eligible, and has not at any time within one year prior to the exercise of such discretion been eligible for selection as a person to whom stock may be allocated or to whom stock options or stock appreciation rights may be granted pursuant to the Plan or any other plan of the Company or any of its affiliates entitling the participants therein to acquire stock, stock options or stock appreciation rights of the Company or any of its affiliates. The Committee shall have authority, consistent with the Plan:

(a) to determine which key employees of and consultants to the Company, its subsidiaries and affiliated companies shall be granted options;

(b) to determine the time or times when options shall be granted and the number of shares of Common Stock to be subject to each option;

(c) to determine the option price of the stock subject to each option and the method of payment of such price;

(d) to determine the time or times when each option becomes exercisable, limitations on exercise, and the duration of the exercise period;

(e) to prescribe the form or forms of the instruments evidencing any options granted under the Plan and of any other instruments required under the Plan, and to change such forms from time to time;

(f) to designate options granted to key employees of the Company or its "subsidiaries" under the Plan as "incentive stock options" ("ISOs"), as such terms are defined under the Internal Revenue Code;

(g) to adopt, amend and rescind rules and regulations for the administration of the Plan and the options and for its own acts and proceedings; and

(h) to decide all questions and settle all controversies and disputes which may arise in connection with the Plan.

All decisions, determinations and interpretations of the Committee shall be binding on all parties concerned.

Article III. Participants

Key employees of and consultants to the Company, its subsidiaries or affiliated companies, including officers of the Company (who may also be

directors, but excluding members of the Committee, any person who serves only as a director of the Company and any consultant to the Company or any of its subsidiaries or affiliated companies who is also a director of the Company), as may be selected from time to time by the Committee in its discretion, are eligible to receive options under the Plan. The grant of an option to an employee or consultant shall not entitle such individual to other grants or options, nor shall such grant disqualify such individual from further participation.

#### Article IV. Limitations

No options shall be granted under the Plan after December 31, 1999, but options theretofore granted may extend beyond that date. The number of shares of Common Stock of the Company which may be issued under the Plan shall not exceed 4,000,000 in the aggregate, subject to adjustment as provided in Article IX. To the extent that any option granted under the Plan shall expire or terminate unexercised or for any reason become unexercisable as to any stock subject thereto, such stock shall thereafter be available for further grants under the Plan, within the limit specified above. If an option granted under the Plan shall be accepted for surrender pursuant to Article VIII, any stock covered by options so accepted shall not thereafter be available for the granting of other options under the Plan.

Notwithstanding any provision to the contrary in the Plan, no option may be designated an ISO unless all of the following conditions are satisfied with respect to such option:

(a) Such option must be granted on or prior to April 24, 1994, and such option by its terms is not exercisable after the expiration of ten years from the date such option is granted;

(b) Either (i) the employee to whom such option is granted does not, determined at the time such option is granted, own capital stock representing more than ten percent of the voting power of all classes of stock of the Company, its parent or any of its subsidiaries, or (ii) the option price is at least 110 percent of the fair market value, determined at the time such option is granted, of the stock subject to such option and such option by its terms is not exercisable more than five years from the date it is granted;

(c) Such option by its terms is not exercisable while there is outstanding an ISO which was granted to the same employee at an earlier time. For purposes of this clause (c), an ISO which has not been exercised in full shall be deemed to be outstanding, notwithstanding any cancellation or termination thereof, until the expiration of the period during which it could have been exercised under its original terms; and

(d) The aggregate fair market value of the Common Stock subject to such option plus the aggregate fair market value of Common Stock subject to ISOs previously or concurrently granted to the same employee in the same calendar year (all determined at the respective dates of grant of such options) must not exceed \$100,000 (the "Basic Amount") plus the sum of the "Carry-Over Amounts" for each of the three calendar years immediately preceding the year in which such option is

granted. The "Carry-Over Amount", as used in this clause (d) for any calendar year, shall mean (i) fifty percent of the amount by which \$100,000 exceeds the fair market value, determined at the time of grant, of Common Stock subject to ISOs which were granted during such calendar year to the employee for whom the Carry-Over Amount is being determined, or (ii) \$50,000 in the case such employee has not in such calendar year been granted any ISO. No amount shall be included in a Carry-Over Amount for any year to the extent such amount was theretofore necessarily included as a Carry-Over Amount to permit the qualification of an ISO under this clause (d), and Carry-Over Amounts shall only be utilized to permit the qualification of an ISO under this clause (d) in the order in which they first arose and then only if the Basic Amount has not theretofore been utilized to permit such qualification.

#### Article V. Stock to be Issued

The stock as to which options may be granted is the Company's Common Stock, \$1 par value. Such stock may be authorized but unissued shares or shares of Common Stock reacquired by the Company, including but not limited to shares purchased on the open market. The Board of Directors and the officers of the Company shall take any appropriate action required for such issuance.

#### Article VI. Terms and Conditions of Options

All options granted under the Plan shall be subject to the following terms and conditions (except as otherwise provided in Article VII) and to such other terms and conditions as the Committee shall deem appropriate.

(a) Option Price. Each option granted hereunder shall have such per share option price as the Committee may determine, but not less than the fair market value of Common Stock of the Company on the date the option is granted.

(b) Term of Options. The term of an option shall not exceed eleven years from the date of grant. The date of grant shall be the date on which the option is awarded by the Committee.

(c) Exercise of Options.

(i) Each option shall be made exercisable at such time or times, whether or not in installments, as the Committee shall prescribe at the time the option is granted.

(ii) A person electing to exercise an option shall give written notice to the Company, as may be specified by the Committee, of exercise of the option and of the number of

shares of stock elected for exercise, such notice to be accompanied by such instruments or documents as may be required by the Committee, and such person shall at the time of such exercise tender the purchase price of the stock elected for exercise unless otherwise directed by the Committee.

(iii) Notwithstanding any of the provisions of this Plan or instruments evidencing options heretofore or hereafter granted hereunder, in the case of a Change in Control of the Company, each Option then outstanding shall immediately become exercisable in full. A Change in Control shall occur if:

(1) any "person" or "group of persons" as such terms are used in Section 13(d) and 14(d) of the Securities Exchange Act of 1934 (the "Exchange Act") other than pursuant to a transaction or agreement previously approved by the Board directly or indirectly purchases or otherwise becomes the "beneficial owner" (as defined in Rule 13d-3 under the Exchange Act) or has the right to acquire such beneficial ownership (whether or not such right is exercisable immediately, with the passage of time, or subject to any condition), of voting securities representing 25% or more of the combined voting power of all outstanding voting securities of the Company; or

(2) during any period of twenty four consecutive calendar months, the individuals who at the beginning of such period constitute the Company's Board of Directors, and any new directors whose election by such Board or nomination for election by stockholders was approved by a vote of at least two-thirds of the members of such Board who were either directors on such Board at the beginning of the period or whose election or nomination for election as directors was previously so approved, for any reason cease to constitute at least a majority of the members thereof.

(d) Payment for Issuance of Stock. Upon and at the time of exercise of any option granted pursuant to the Plan, payment in full shall be made for all such stock then being purchased either in cash or, at the discretion of the Committee, in whole or in part in Common Stock of the Company valued at its then fair market value. Notwithstanding the foregoing, the Committee may in its discretion permit the issuance of stock upon such other plan of payment as it deems reasonable, provided that the then unpaid portion of the purchase price shall be evidenced by a promissory note at such rate of interest and upon such other terms and conditions as the Committee shall deem appropriate. In all cases where stock is issued for less than present full payment of the purchase price, there shall be placed upon the certificate or certificates representing such stock a legend setting forth the

amount paid at issuance, and the amount remaining unpaid thereon, and stating that the stock is subject to call for the remainder and may not be transferred by the holder until the balance due thereon shall be fully paid.

The Committee, in its discretion and in accordance with the procedures established by the Committee, may permit a participant to satisfy, in whole or in part, the applicable income tax withholding obligations in connection with the exercise of a non-qualified stock option under the Plan: (1) in the case of participants who are employees of or consultants to MascoTech, Inc. or any of its subsidiaries, by delivering from shares of common stock of MascoTech, Inc. owned by the participant such number of shares having a fair market value equal to the amount needed to satisfy such obligations; or (2) in the case of all other participants, by having withheld from the shares to be issued upon the exercise of the option or by delivering from shares of Common Stock of the Company owned by the participant such number of shares having a fair market value equal to the amount needed to satisfy such obligations.

(e) Conditions to Issuance. The Company shall not be obligated to issue any stock unless and until:

(i) in the event the Company's outstanding Common Stock is at the time listed upon any stock exchange, the shares of stock to be issued have been listed, or authorized to be added to the list upon official notice of issuance, upon such exchange, and

(ii) in the opinion of the Company's counsel there has been compliance with applicable law in connection with the issuance and delivery of stock and such issuance shall have been approved by the Company's counsel.

Without limiting the generality of the foregoing, the Company may require from the participant such investment representation or such agreement, if any, as counsel for the Company may consider necessary in order to comply with the Securities Act of 1933 as then in effect, and may require that the participant agree that any sale of the stock will be made only in such manner as shall be in accordance with law and that the participant will notify the Company of any intent to make any disposition of the stock whether by sale, gift or otherwise. The participant shall take any action reasonably requested by the Company in such connection. A participant shall have the rights of a stockholder only as and when shares of stock have been actually issued to the participant pursuant to the Plan.

(f) Nontransferability of Options. No option may be transferred by the participant other than by designation of beneficiary as provided in subsection (j) of this Article, or by

will or by the laws of descent and distribution, and during the participant's lifetime the option may be exercised only by the participant.

(g) Consideration for Option. Each person receiving an option must agree to remain as an employee or consultant upon the terms of employment or the consulting arrangement then existing (unless different terms are mutually agreed upon) for at least one year from the date of the granting of the option, subject to the right of the Company, its subsidiary or affiliated company to terminate the participant's employment or consulting arrangement at any time.

(h) Termination of Employment. If the employment of or consulting arrangement with a participant terminates for any reason (including termination by reason of the fact that any corporation is no longer a subsidiary or affiliated company) other than the participant's death or permanent and total disability or, in the case of an employee, retirement on or after normal retirement date, unless discharged for misconduct which in the opinion of the Committee casts such discredit on the participant as to justify termination of the option, the participant may thereafter exercise the option as provided below. If such termination is voluntary on the part of the participant, the option may be exercised only within ten days after the day of termination unless a longer period is permitted by the Committee in its discretion. If such termination is involuntary on the part of the participant, the option may be exercised within three months after the day of termination. Except as expressly provided in the Plan, in no event may a participant whose employment or consulting arrangement has been terminated voluntarily or involuntarily exercise an option at a time when the option would not have been exercisable had the employment or consulting arrangement continued. Notwithstanding the foregoing, the Committee may by the express terms of the grant of the option extend the aforesaid periods of time within which the participant may exercise an option after the termination of employment or the consulting arrangement. For purposes of this Article VI(h), a participant's employment or consulting arrangement shall not be considered terminated (i) in the case of approved sick leave or other bona fide leave of absence (not to exceed one year unless otherwise approved by the Committee), (ii) in the case of a transfer of employment or the consulting arrangement among the Company, its subsidiaries and affiliated companies, or (iii) by virtue of a change of status from employee to consultant or from consultant to employee. Unless otherwise expressly provided in the Plan or the grant of an option, an option may be exercised only to the extent exercisable on the date of termination of employment or of the consulting arrangement by reason of death, permanent and total disability, retirement or otherwise.

(i) Retirement; Disability. If prior to the expiration date of an option the employee shall retire on or after normal retirement date or if the employment or consulting relationship is

terminated by reason of permanent and total disability, such option may be exercised to the extent exercisable on the date of retirement or such termination, provided such option shall be exercised within three months of the date of retirement or such termination. Notwithstanding the foregoing, in its discretion the Committee may permit the exercise of an option held by a retired or disabled option holder upon other terms and conditions as it deems advisable under the circumstances, and if the period within which an option may be exercised has been extended the Committee may terminate all unexercised options if it shall determine that the participant has engaged in any activity detrimental to the Company's interests.

(j) Death. If a participant dies at a time when entitled to exercise an option, then at any time or times within one year after death (or such further period as the Committee may allow) such option may be exercised as to all or any of the shares which the participant was entitled to purchase immediately prior to death (unless the Committee shall have provided in the instrument evidencing such option that all shares covered by the option are subject to purchase upon death), by the person or persons designated in writing by the participant in such form of beneficiary designation as may be approved by the Company, or failing designation by the participant's personal representative, executor or administrator or the person or persons to whom the option is transferred by will or the applicable laws of descent and distribution. The Company may decline to deliver shares to a designated beneficiary until it receives indemnity against claims of third parties satisfactory to the Company. Except as so exercised such option shall expire at the end of such period.

#### Article VII. Replacement Options

The Committee may grant options under the Plan on terms differing from those provided for in Article VI where such options are granted in substitution for options held by employees of or consultants to other entities who concurrently become employees of or consultants to the Company or a subsidiary or an affiliated company as the result of a merger, consolidation or other reorganization of such other entity with the Company or a subsidiary or an affiliated company, or the acquisition by the Company or a subsidiary or an affiliated company of the business, property or stock of such other entity. The Committee may direct that the substitute options be granted on such terms and conditions as the Committee considers appropriate in the circumstances.

#### Article VIII. Surrender of Options

The Committee may, in its discretion and upon such terms and conditions as it deems appropriate, accept the surrender by a participant of a presently exercisable right to purchase stock granted under an option and authorize payment by the Company in consideration therefor of an amount equal to the difference obtained by subtracting the option price of the stock from its fair market value on the date of such surrender, such payment to be in cash or shares of the Common Stock of the Company valued at fair market value on the date of such surrender, or partly in such stock and partly in cash, provided that the Committee determines such settlement is consistent with the purpose of the Plan.

#### Article IX. Changes in Stock

The Board of Directors is authorized to make such adjustments, if any, as it shall deem appropriate in the number and kind of shares which may be granted under the Plan, the number and kind of shares which are subject to options then outstanding and the purchase price of shares subject to such outstanding options, in the event of any change in capital or shares of capital stock, any special distribution to stockholders or any extraordinary transaction (including a merger, consolidation or dissolution) to which the Company is a party. The determination of the Board of Directors as to such matters shall be binding on all persons.

#### Article X. Employment Rights

The adoption of the Plan does not confer upon any employee of or consultant to the Company or a subsidiary or an affiliated company any right to continue the employment or consulting relationship with the Company or a subsidiary or an affiliated company, as the case may be, nor does it in any way impair the right of the Company or a subsidiary or an affiliated company to terminate the employment of any of its employees or the consulting arrangement with any of its consultants at any time.

#### Article XI. Amendments

The Committee may at any time discontinue granting options under the Plan. The Board of Directors may at any time or times amend the Plan or amend any outstanding option or options for the purpose of satisfying the requirements of any changes in applicable laws or regulations or for any other purpose which may at the time be permitted by law, provided that except to the extent permitted under Article IX, without the approval of the stockholders of the Company no such amendment shall increase the maximum number of shares of stock available under the Plan, or alter the class of

persons eligible to receive options under the Plan, or without the consent of the participant void or diminish options previously granted, nor increase or accelerate the conditions and actions required for the exercise of the same, except that nothing herein shall limit the Company's right to call stock, issued for deferred payment which is evidenced by a promissory note, where the participant is in default of the obligations of such note.

MASCO CORPORATION

1984 RESTRICTED STOCK (INDUSTRIES) INCENTIVE PLAN

(Restated September 14, 1993)

1. Purpose of the Plan

The purpose of the 1984 Restricted Stock (Industries) Incentive Plan (the "Plan") is to aid Masco Corporation (the "Company") and its subsidiaries and affiliated companies in securing and retaining key employees and consultants of outstanding ability and to motivate such individuals to exert their best efforts on behalf of the Company and its subsidiaries and affiliated companies. In addition, the Company expects that it will benefit from the added interest which such individuals will have in its welfare as a result of their ownership or increased ownership in common stock of an affiliated Company, MascoTech, Inc., a Delaware corporation (formerly Masco Industries, Inc. and referred to herein as "Industries"). For purposes of this Plan a "subsidiary" is any corporation in which the Company owns, directly or indirectly, stock possessing more than fifty percent of the total combined voting power of all classes of stock. For purposes of Paragraph 4 of the Plan, an "affiliated company" is any other corporation (and its subsidiaries) in which the Company or its subsidiaries own stock possessing at least twenty percent of the total combined voting power of all classes of stock, and for all other purposes of the Plan, an "affiliated company" is any other corporation, at least twenty percent of the total combined voting power of all classes of stock of which is owned by the Company or by one or more other corporations in a chain of corporations, at least twenty percent of the stock of each of which is held by the Company or a subsidiary or another corporation within such chain.

2. Stock Subject to the Plan

The total number of shares of stock that may be awarded under the Plan is 12,000,000 shares of Common Stock of Industries, \$1.00 par value. Such stock may be any shares of Industries Common Stock owned by the Company. Shares of stock awarded under the Plan which are later reacquired by the Company as a result of forfeiture pursuant to the Plan shall again become available for awards under the Plan.

3. Administration

The Board of Directors of the Company shall appoint a committee (the "Committee") consisting of three or more members of the Board of Directors who shall administer the Plan. No director

shall become or remain a member of the Committee unless at the time of his exercise of any discretionary function as a Committee member such director is not eligible and has not at any time within one year prior to the exercise of such discretion been eligible for selection as a person to whom stock may be allocated or to whom stock options or stock appreciation rights may be granted pursuant to the Plan or any other plan of the Company or any of its affiliates entitling the participants therein to acquire stock, stock options or stock appreciation rights of the Company or any of its affiliates. The Committee shall have the authority, consistent with the Plan, to determine the terms and conditions of each award, to interpret the Plan and the agreements under the Plan, to adopt, amend and rescind rules and regulations for the administration of the Plan and the awards, and generally to conduct and administer the Plan and to make all determinations in connection therewith which may be necessary or advisable, and all such actions of the Committee shall be binding upon all participants.

4. Eligibility

Key employees of and consultants to the Company and its subsidiaries and affiliated companies, including officers of the Company (who may also be directors, but excluding members of the Committee, any person who serves only as a director of the Company and any consultant to the Company or any of its subsidiaries or affiliated companies who is also a director of the Company), as may be selected from time to time by the Committee in its discretion, are eligible to receive awards under the Plan. The Committee shall determine in its sole discretion the number of shares to be awarded to each such participant.

5. Terms and Conditions of Awards

All shares of Industries' Common Stock awarded to participants under this

Plan shall be subject to the following terms and conditions, and to such other terms and conditions not inconsistent with the Plan as shall be contained in each Award Agreement ("Agreement") referred to in Paragraph 5(f):

(a) At the time of each award there shall be established for the shares of each participant a "Restricted Period" of transfer which shall be not less than one year. Such Restricted Period may differ among participants and may have different expiration dates with respect to portions of shares covered by the same award. The Committee may also determine that the expiration of any Restricted Period shall be subject to such additional terms and conditions as it decides in its sole discretion and as set forth in the participant's Agreement.

(b) Shares of stock awarded to participants may not be sold, encumbered or otherwise transferred, except as hereinafter provided, during the Restricted Period pertaining to such shares. Except for such restrictions on transfer, the participant shall have all the rights of a stockholder including but not limited to the right to receive all dividends paid on such shares (subject to the provisions of Paragraph 6) and the right to vote such shares.

(c) If a participant ceases to be employed or retained by the Company or any of its subsidiaries or affiliated companies for any reason (including termination by reason of the fact that any corporation is no longer a subsidiary or affiliated company), other than death, permanent and total disability, or, in the case of an employee, retirement on or after normal retirement date, all shares of stock theretofore awarded to the participant which are still subject to the restrictions imposed by Paragraph 5(b) shall upon such termination be forfeited and transferred back to the Company, provided, however, that in the event such employment or consulting relationship is terminated by action of the Company or any of its subsidiaries or affiliated companies without cause or by agreement of the Company or any of its subsidiaries or affiliated companies and the participant, the Committee may, but need not, determine that some or all of such shares shall not be forfeited but instead shall be subject to such restrictions as the Committee may establish or that some or all of such shares shall be free of restrictions. For purposes of this Paragraph 5(c), a participant's employment or consulting arrangement shall not be considered terminated (i) in the case of transfers of employment or the consulting arrangement among the Company, its subsidiaries and affiliated companies, (ii) by virtue of a change of status from employee to consultant or from consultant to employee, or (iii) in the case of interruption in service, not exceeding one year in duration unless otherwise approved by the Committee, for approved sick leave or other bona fide leave of absence.

(d) If a participant ceases to be employed or retained by the Company or any of its subsidiaries or affiliated companies by reason of death or permanent and total disability or if any employee ceases to be employed by the Company or any of its subsidiaries or affiliated companies by reason of retirement on or after normal retirement date, the restrictions imposed by Paragraph 5(b) shall lapse with respect to the shares then subject to restrictions, except to the extent provided to the contrary in the Agreement.

(e) Each certificate issued in respect of shares awarded under the Plan shall be registered in the name of the participant and deposited by the participant with the Company, together with a stock power endorsed in blank, and shall bear the following legend:

"The sale, encumbrance, or other transfer of this certificate and the shares of stock represented hereby are subject to the terms and conditions (including a contingent transfer obligation) contained in the Masco Corporation's 1984 Restricted Stock (Industries) Incentive Plan and an Award Agreement entered into between the registered owner and Masco Corporation. Copies of such Plan and Award Agreement are on file in the office of the Secretary of Masco Corporation, Taylor, Michigan."

(f) The participant shall enter into an Agreement with the Company in a form specified by the Committee agreeing to the terms and conditions of the award, the expiration of the Restricted Period as to the shares covered by the award, and such other matters, including compliance with applicable federal and state securities laws and methods of withholding or providing for the payment of required taxes, as the Committee shall in its sole discretion determine. The Committee may at any time amend the terms of any Agreement consistent with the terms of the Plan, except that without the participant's written consent no such amendment shall adversely affect the rights of the participant who is a party to such Agreement.

(g) At the expiration of the Restricted Period as to shares covered by any award, the Company shall redeliver the stock certificates deposited with it pursuant to Paragraph 5(e) and as to which the Restricted Period has expired, as follows:

(1) if an assignment to a trust has been made in accordance with Paragraph 5(i), to such trust; or

(2) if the Restricted Period has expired by reason of death and a beneficiary has been designated in form approved by the Company, to the beneficiary so designated; or

(3) in all other cases, to the participant or the legal representative of the participant's estate.

Upon written request, the Company will instruct its stock transfer agent that such certificates may be reissued without legend.

(h) Notwithstanding any of the provisions of this Plan or instruments evidencing awards heretofore or hereafter granted hereunder, in the case of a Change in Control of the Company, each award granted at least one year prior thereto shall immediately become fully vested and non-forfeitable and shall thereupon be distributed to participants as soon as practicable, free of all restrictions. A Change in Control shall occur if:

(1) any "person" or "group of persons" as such terms are used in Section 13(d) and 14(d) of the Securities Exchange Act of 1934 (the "Exchange Act") other than pursuant to a transaction or agreement previously approved by the Board directly or indirectly purchases or otherwise becomes the "beneficial owner" (as defined in Rule 13d-3 under the Exchange Act) or has the right to acquire such beneficial ownership (whether or not such right is exercisable immediately, with the passage of time, or subject to any condition), of voting securities representing 25% or more of the combined voting power of all outstanding voting securities of the Company; or

(2) during any period of twenty four consecutive calendar months, the individuals who at the beginning of such period constitute the Company's Board of Directors, and any new directors whose election by such Board or nomination for election by stockholders was approved by a vote of at least two-thirds of the members of such Board who were either directors on such Board at the beginning of the period or whose election or nomination for election as directors was previously so approved, for any reason cease to constitute at least a majority of the members thereof.

(i) Notwithstanding any other provision of this Plan, a participant may assign all rights under any award to a revocable grantor trust established by the participant for the sole benefit of the participant during the life of the participant, and under the terms of which the participant is and remains the sole trustee until death or physical or mental incapacity. Such assignment shall be effected by a written instrument in form and content satisfactory to the Committee and the participant shall deliver to the Committee a true copy of the agreement or other document evidencing such trust. If in the judgment of the Committee the trust to which a participant may attempt to assign rights under an award does not meet the criteria of a trust to which an assignment is permitted by the terms of this paragraph, or if after assignment, because of amendment, by force of law or any other reason such trust no longer meets such criteria, such attempted assignment shall be void and may be disregarded by the Committee and the Company and all rights to any awards shall revert to and remain solely

in the participant. Notwithstanding a qualified assignment, the participant, and not the trust to which rights under an award may be assigned, for the purpose of determining compensation arising by reason of the award shall continue to be considered an employee or consultant, as the case may be, of the Company, a subsidiary or affiliated company, but such trust and the participant shall be bound by all of the terms and conditions of the Award Agreement and this Plan.

The Committee, the Company and its officers, agents and employees may rely upon any beneficiary designation, assignment or other instrument of transfer, copies of trust agreements and any other documents delivered to them by or on behalf of the participant which they believe genuine and any action taken by them in reliance thereon shall be conclusive and binding upon the participant, his personal representatives and all persons asserting a claim based on an award granted pursuant to this Plan. The delivery by a participant of a beneficiary designation, or an assignment of rights under an award as permitted by this Paragraph 5(i), shall constitute the participant's irrevocable undertaking to hold the Committee, the Company and its officers, agents and employees harmless against claims, including any cost or expense incurred in defending against claims, of any person (including the participant) which may be asserted or alleged to be based upon an award subject to a beneficiary designation or an assignment. In addition, the Company may decline to deliver shares to a beneficiary until it receives indemnity against claims of third parties satisfactory to the Company. Issuance of shares as to which restrictions have lapsed in the name of, and delivery to, the trust to which rights may be assigned shall be conclusively considered issuance and delivery to the participant.

(j) The Committee, in its discretion and in accordance with the procedures established by the Committee, may permit the participant to satisfy, in whole or in part, the applicable income tax withholding obligations when the restrictions imposed by Paragraph 5(b) lapse: (1) in the case of participants who are employees of or consultants to Industries or any of its subsidiaries, by having withheld from the shares as to which the Restricted Period has expired or by delivering from shares of Common Stock of Industries owned by the participant such number of shares having a fair market value equal to the amount needed to satisfy such obligations; or (2) in the case of all other participants, by having withheld from the shares as to which the Restricted Period has expired or by delivering from shares of Common Stock of Industries or common stock of the Company owned by the participant such number of shares having a fair market value equal to the amount needed to satisfy such obligations.

6. Changes in Capitalization

In the event there is a change in, reclassification, subdivision or combination of, stock dividend on, or exchange of stock by Industries for its outstanding Common Stock, the maximum aggregate number and class of shares as to which awards may be granted under the Plan may be appropriately adjusted by the Committee whose determination thereof shall be conclusive. Unless the Committee shall determine otherwise, any shares of stock or other securities received by a participant with respect to shares still subject to the restrictions imposed by Paragraph 5(b) will be subject to the same restrictions and shall be deposited with the Company.

If Industries shall be consolidated or merged with another corporation, the stock, securities or other property which a participant is entitled to receive by reason of his ownership of the shares of stock subject to the restrictions imposed pursuant to Paragraph 5(b) shall be subject to the same or equivalent restrictions unless the Committee shall determine otherwise.

7. Amendment of the Plan

The Board of Directors may from time to time amend or discontinue the Plan, except that without the approval of Stockholders of the Company no amendment shall increase the total number of shares which may be awarded under the Plan, extend the date for awards of shares under the Plan beyond December 31, 1999 or change the standard of eligibility to participate in the Plan. The total number of shares which may be awarded under the Plan may, however, be adjusted without stockholder approval pursuant to the adjustment provisions described in Paragraph 6 hereof.

8. Effective Date and Termination of Plan

The Plan shall become effective when approved by the stockholders of the Company and no shares may be awarded under the Plan after December 31, 1999.

February 28, 1995

Dear :

As you know, our company's Board of Directors has adopted a Plan whereby supplemental retirement and other benefits, in addition to those provided under the Company's pension and other benefit plans, will be made available to those Company and subsidiary executives as may be designated from time to time by the company's Chief Executive Officer. You have been previously designated as a participant in the Plan by a letter agreement signed by you and dated February 14, 1994. This agreement amends and replaces in its entirety your previously signed letter agreement and describes in full your benefits pursuant to the Plan and all of the Company's obligations to you and yours to the Company under the Plan. These benefits as described below are contractual obligations of the Company.

For the purposes of this Agreement, words and terms are defined as follows:

- a. "Retirement" shall mean your termination of employment with the Company, on or after you attain age 65. Your acting as a consultant shall not be considered employment.
- b. "Average Compensation" shall mean the aggregate of your highest three years' total annual cash compensation paid to you by the Company, consisting of (i) base salaries and (ii) regular year-end cash bonuses paid with respect to the years in which such salaries are paid, divided by three.
- c. If you become Disabled, "Total Compensation" shall mean your annual base salary rate in the year in which you become Disabled plus the regular year-end cash bonus paid to you for the year immediately prior thereto.
- d. "Surviving Spouse" shall be the person to whom you shall be legally married (under the law of the jurisdiction of your permanent residence) at the date of (i) your Retirement or death after attaining age 65 (if death

terminated employment with the Company) for the purposes of paragraphs 1, 2 and 3, (ii) your death for the purposes of paragraph 5, and (iii) your Disability for the purposes of paragraphs 6 and 7. For the purposes of paragraphs 10a, 10e, 10f, 10g and 10h, "Surviving Spouse" shall be any spouse entitled to survivor's benefits.

e. "Disability" and "Disabled" shall mean your being unable to perform your duties as a Company executive by reason of your physical or mental condition, prior to your attaining age 65, provided that you have been employed by the Company for two consecutive Years or more.

f. "Company" shall mean TriMas Corporation or any corporation in which TriMas Corporation or a subsidiary owns stock possessing at least 20% of the total combined voting power of all classes of stock.

g. "Year" shall mean twelve full consecutive months, and "year" shall mean a calendar year.

h. "Plan Limitation" for any year shall mean (x) for 1989, \$300,000 multiplied by the Cost of Living Factor for 1988, and (y) for any year subsequent to 1989, the Plan Limitation for the immediately preceding year multiplied by the Cost of Living Factor for such preceding year.

i. "Cost of Living Factor" for any year shall mean, except as otherwise provided generally with respect to the Plan by the Company's Board of Directors, the quotient (in no event to exceed 1.03 or to be less than .97) obtained by dividing the monthly Consumer Price Index Number (as compiled in the Consumer Price Index for Urban Consumers by the Bureau of Labor Statistics) for the month of December in such year by the monthly Consumer Price Index Number for the immediately preceding month of December.

j. A "Change in Control" shall be deemed to have occurred if, during any period of twenty-four consecutive calendar months, the individuals who at the beginning of such period constitute the Company's Board of Directors, and any new directors whose election by such Board or nomination for election by stockholders was approved by a vote of at least two-thirds of the members of such Board who were either directors on such Board at the beginning of the period or whose election or nomination for election as directors was previously so approved, for any reason cease to constitute at least a majority of the members thereof.

1. In accordance with the Plan, upon your Retirement the Company will pay you annually during your lifetime 60% of your Average Compensation, less: (i) a sum equal to the annual benefit which would be payable to you upon your Retirement if benefits payable to you under the Company funded qualified pension plans and the defined benefit (pension) plan restoration provisions of the Company's Retirement Benefits Restoration Plan and any similar plan were converted to a life annuity, or if you are married when you retire, to a joint and spouse survivor life annuity, (ii) a sum equal to the annual benefit which would be payable to you upon Retirement if your vested accounts in the Company's Future Service Profit Sharing Trust and the defined contribution (profit sharing) restoration provisions of the Company's Retirement Benefits Restoration Plan and any similar plan were converted to a life annuity, and (iii) any retirement benefits payable to you by reason of employment by your prior employers (excluding, however, from such deduction any portion thereof, and earnings thereon, determined by the committee referred to in paragraph 10 to have been contributed by you rather than your prior employers). In all cases the amount offset pursuant to these subsections (i) and (ii) shall be determined prior to the effect of any payments from the plans and trust referred to therein which are authorized pursuant to a Qualified Domestic Relations Order under ERISA.

2. Upon your death after Retirement or while employed by the Company after attaining age 65, your Surviving Spouse shall receive for life 75% of the annual benefit pursuant to paragraph 1 of this Agreement which was payable to you prior to your death (or, if death terminated employment after attaining age 65, which would have been payable to you had your Retirement occurred immediately prior to your death).

3. Upon your Retirement the Company will provide or purchase for you and your spouse's benefit, or at its option reimburse you or your Surviving Spouse for premiums paid, during your joint and several lives, such supplemental medical insurance as the Company may deem advisable from time to time.

4. Under no circumstances (i) will any retirement benefits be paid to you or your Surviving Spouse pursuant to this Agreement unless you were employed by the Company or Disabled on your Retirement, or were employed by the Company at the time of your death after attaining age 65, and (ii) will you or your Surviving Spouse be entitled to receive retirement benefits under this Agreement if your Retirement commences prior to your attaining age 65.

5. If while employed by the Company you die prior to your attaining age 65 leaving a Surviving Spouse, and provided you shall have been employed by the Company for two consecutive Years or more, your Surviving Spouse shall receive annually for life 45% of your Average Compensation, less: (i) a sum equal to the annual benefit which would be payable to your Surviving Spouse under Company funded qualified pension plans and the defined benefit (pension) plan restoration provisions of the Company's Retirement Benefits Restoration Plan and any similar plan if such benefit were converted to a life annuity, and (ii) a sum equal to the annual payments which would be received by your Surviving Spouse as if your spouse were designated as the beneficiary of your vested accounts in the Company's Future Service Profit Sharing Trust and the defined contribution (profit sharing) restoration provisions of the Company's Retirement Benefits Restoration Plan and any similar plan and such accounts were converted to a life annuity. In all cases the amount offset pursuant to these subsections (i) and (ii) shall be determined prior to the effect of any payments from the plans and trust referred to therein which are authorized pursuant to a Qualified Domestic Relations Order under ERISA. No death benefits are payable except to your Surviving Spouse.

6. If you shall have been employed by the Company for two Years or more and while employed by the Company you become Disabled prior to your attaining age 65, until the earlier of your death, termination of Disability or attaining age 65 the Company will pay you an annual benefit equal to 60% of your Total Compensation less any benefits payable to you pursuant to long-term disability insurance or other plans the cost of which is paid by the Company. If your Disability continues until you attain age 65, you shall be considered retired and you shall receive retirement benefits pursuant to paragraph 1 above, based upon your Average Compensation as of the date it is determined you became Disabled.

7. If you die leaving a Surviving Spouse while receiving Disability benefits pursuant to paragraph 6 of this Agreement, notwithstanding paragraph 4 you will be deemed to have retired on your death and your Surviving Spouse shall receive for life 75% of the annual benefit which would have been payable to you if you had retired on the date of your death and your benefit determined pursuant to paragraph 1, based upon your Average Compensation as of your becoming Disabled.

8. Notwithstanding any of the provisions of this Agreement, the maximum retirement, disability and death benefits payable to you and your spouse pursuant to this Agreement for any year shall in no event exceed the higher of (A) \$500,000 less those sums to be deducted from benefits pursuant to clauses (i), (ii) and (iii) of paragraph 1, clauses (i) and (ii) of paragraph

5, or under paragraph 6, whichever is applicable, or (B) the Plan Limitation for the year in which such benefits were first paid, less the aggregate annual benefit with respect to the Company's Retirement Benefits Restoration Plan (and any future non-qualified retirement plan) to be deducted (x) under clauses (i) and (ii) of paragraph 1, (y) under paragraph 5 should you die while employed prior to attaining age 65 or (z) under paragraph 6 should you become disabled prior to attaining age 65.

9. If you are eligible to receive benefits hereunder, unless otherwise specifically agreed by the Company in writing, you will not be able to receive benefits under any other Company sponsored non-qualified retirement plans other than the Company's Retirement Benefits Restoration Plan.

10. We also agree upon the following:

a. The Compensation Committee of the company's Board of Directors, or any other committee however titled which shall be vested with authority with respect to the compensation of the company's officers and executives, shall have the exclusive authority to make all determinations which may be necessary in connection with this Agreement including the date of and whether you are Disabled, the amount of annual benefits payable to you by reason of employment by other employers, the interpretation of this Agreement, and all other matters or disputes arising under this Agreement. The determinations and findings of the Compensation Committee or such other committee of the company's Board of Directors shall be conclusive and binding, without appeal, upon both of us.

b. You will not during your employment or Disability, and after Retirement or the termination of your employment, for any reason disclose or make use of for your own or another person's benefit under any circumstances any of the Company's Proprietary Information. Proprietary Information shall include trade secrets, secret processes, information concerning products, developments, manufacturing techniques, new product or marketing plans, inventions, research and development information or results, sales, pricing and financial data, information relating to the management, operations or planning of the Company and any other information treated as confidential or proprietary.

c. If your employment by the Company shall terminate for any reason whatsoever prior to your Retirement other than by reason of your death or Disability, for a period of two years after the termination of your employment, and if your employment shall be terminated by reason of Retirement or any Disability during such time as you shall receive retirement or disability benefits pursuant to this

Agreement, you agree that you will not directly or indirectly engage in any business activities, whether as a consultant, advisor or otherwise, in which the Company is engaged in any geographic area in which the products or services of the Company have been sold, distributed or provided during the five year period prior to the date of termination of employment or Retirement.

In addition to the foregoing and provided no "Change in Control" has occurred, if while you are receiving retirement or other benefits pursuant to this Agreement, in the judgment of the committee you directly or indirectly engage in activity or act in a manner which can be considered adverse to the interest of the Company or any of its direct or indirect subsidiaries or affiliated companies, the committee may terminate your rights to any further benefits hereunder.

d. Except as may be provided to the contrary in a duly authorized written agreement between yourself and the Company you acknowledge that the Company has made no commitments to you of any kind with respect to the continuation of your employment, which we expressly agree is an employment at will, and you or the Company shall have the unrestricted right to terminate your employment with or without cause, at any time in your or its discretion.

e. At the Company's request, expressed through a Company officer, you agree to provide such information with respect to matters which may arise in connection with this Agreement as may be deemed necessary by the Company or the Compensation or other committee, including for example only and not in limitation, information concerning benefits payable to you from third parties, and you further agree to submit to such medical examinations by duly licensed physicians as may be requested by the Company or such committee from time to time. You also agree to direct third parties to provide such information, and your Surviving Spouse's cooperation in providing such information is a condition to the receipt of survivor's benefits under this Agreement.

f. To the extent permitted by law, no interest in this Agreement or benefits payable to you or to your Surviving Spouse shall be subject to anticipation, or to pledge, assignment, sale or transfer in any manner nor shall you or your Surviving Spouse have the power in any manner to charge or encumber such interest or benefits, nor shall such interest or benefits be liable or subject in any manner for the liabilities of you or your Surviving Spouse's debts, contracts, torts or other engagements of any kind.

g. No person other than you and your Surviving Spouse shall have any rights or property interest of any kind whatsoever pursuant to this Agreement, and neither you nor your Surviving Spouse shall have any rights hereunder other than those expressly provided in this Agreement. Upon the death of you and your Surviving Spouse no further benefits of whatsoever kind or nature shall accrue or be payable pursuant to this Agreement.

h. All benefits payable pursuant to this Agreement shall be paid in installments of one-twelfth of the annual benefit, or at such shorter intervals as may be deemed advisable by the Company in its discretion, upon receipt of your or your Surviving Spouse's written application, or by the applicant's personal representative in the event of disability.

i. All benefits under this Agreement shall be payable from the Company's general assets, which assets are subject to the claims of general creditors, and are not set aside for your or your Surviving Spouse's benefit.

j. This Agreement shall be governed by the laws of the State of Michigan.

11. We have agreed that the determinations of the committee described in paragraph 10a shall be conclusive as provided in such paragraph, but if for any reason a claim is asserted which subverts the provisions of paragraph 10a, we agree that, except for causes of action which may arise under paragraph 10b and the first paragraph of paragraph 10c, arbitration shall be the sole and exclusive remedy to resolve all disputes, claims or controversies which could be the subject of litigation (hereafter referred to as "dispute") involving or arising out of this Agreement. It is our mutual intention that the arbitration award will be final and binding and that a judgment on the award may be entered in any court of competent jurisdiction and enforcement may be had according to its terms.

The arbitrator shall be chosen in accordance with the commercial arbitration rules of the American Arbitration Association and the expenses of the arbitration shall be borne equally by the parties to the dispute. The place of the arbitration shall be the principal offices of the American Arbitration Association in the metropolitan Detroit area.

The arbitrator's sole authority shall be to apply the clauses of this Agreement.

We agree that the provisions of this paragraph 11, and the decision of the arbitrator with respect to any dispute, with only the exception provided in this paragraph 11, shall be the sole and exclusive remedy for any alleged cause of action in any manner based upon or arising out of this Agreement. Subject to the foregoing exception, we acknowledge that since arbitration is the exclusive remedy, neither of us or any party claiming under this Agreement has the right to resort to any federal, state or local court or administrative agency concerning any matters dealt with by this Agreement and that the decision of the arbitrator shall be a complete defense to any action or proceeding instituted in any tribunal or agency with respect to any dispute. The arbitration provisions contained in this paragraph shall survive the termination or expiration of this Agreement, and shall be binding on our respective successors, personal representatives and any other party asserting a claim based upon this Agreement.

We further agree that any demand for arbitration must be made within one year of the time any claim accrues which you or any person claiming hereunder may have against the Company; unless demand is made within such period it is forever barred.

We are pleased to be able to make this supplemental plan available to you. Please examine the terms of this Agreement carefully and at your earliest convenience indicate your assent to all of its terms and conditions by signing and dating where provided below and returning a signed copy to me.

Sincerely,

TRIMAS CORPORATION

By \_\_\_\_\_  
Richard A. Manoogian  
Chief Executive Officer

\_\_\_\_\_

DATE: \_\_\_\_\_

TRIMAS CORPORATION RETIREMENT  
BENEFIT RESTORATION PLAN

SECTION 1  
ADOPTION OF PLAN

1.1 Adoption. TriMas Corporation (TriMas) hereby adopts the TriMas Corporation Retirement Benefit Restoration Plan (Plan), effective January 1, 1995 (Effective Date).

1.2 Purpose. The sole purpose of the Plan is to provide benefits to a select group of management or highly compensated employees that would be provided to such employees who terminate employment or retire after the Effective Date under certain retirement plans of TriMas Corporation and its subsidiaries, which plans are set forth in Appendix "A" hereto and are qualified plans under Section 401(a) of the Internal Revenue Code of 1986, as amended (Code) (the "Qualified Plans"), but for the benefit limitations of the Code, in order to encourage the continued employment and diligent service of such employees with TriMas following the Effective Date. Accordingly (by way of example and not limitation), in no event shall the provisions of the Plan be construed to benefit any employee whose termination of employment occurred prior to the Effective Date.

1.3 Construction. The Plan shall be construed in accordance with Michigan law, except where preempted by federal law. It is intended that the Plan shall be unfunded and maintained by TriMas primarily for the purpose of providing deferred compensation for a select group of management or highly compensated employees, so that the Plan is exempt from the requirements of Parts 2, 3 and 4 of the Employee Retirement Income Security Act of 1974, as amended (ERISA). All provisions of the Plan shall be interpreted in accordance with such intentions.

SECTION 2  
COVERAGE

2.1 Covered Employees. The coverage of the Plan shall be limited to highly-compensated or management employees of TriMas and of those subsidiaries of TriMas the Qualified Plans of which are listed in Appendix "A", who (a) receive from TriMas or the subsidiary of TriMas which is the employer of such person compensation otherwise eligible for coverage under the terms of such Qualified Plan for any calendar year which compensation exceeds \$150,000 or such other adjusted limit as provided by Section 401(a)(17) of the Code, or (b) whose benefits or contributions under the Qualified Plans are reduced due to the application of Section 415 of the Code.

2.2 Commencement and Cessation of Coverage. An employee shall be covered under the Plan commencing on the later of (a) the Effective Date or (b) the earlier of the date that his plan-eligible compensation described in Section 2.1 first exceeds the annual limitation amount described in Section 2.1 or the date his benefits or contributions under the Qualified Plans are first reduced by the application of Code Section 415. An employee shall cease to be covered by the Plan on his date of termination of employment from TriMas and its subsidiaries. If prior to such termination an employee ceases to qualify for coverage under the Plan due to some other event (by way of examples and not as limitation, a decrease in Plan-eligible compensation or the commencement of employment with a TriMas subsidiary which has no Qualified Plan or has discontinued its Qualified Plan), his coverage under the Plan shall cease as of the time such disqualifying event occurs and only the benefits accrued hereunder up to such time shall be payable from this Plan.

SECTION 3  
BENEFITS

3.1 Amount. Subject to Section 3.3 hereof, a covered employee shall be entitled to either or both, as applicable, the supplemental retirement benefits described below:

(a) An annual amount equal to the benefit which would have been payable to the employee under any defined benefit (pension) Qualified Plan in which he is a participant ("Qualified Pension Plan") but for any benefit limitations imposed by the Code on the computation of such benefit, reduced (but not below zero) by

(b) any benefits which the employee is eligible to receive, prior to the giving effect to any qualified domestic relations order, under any such Qualified Pension Plan,

each benefit being expressed for this purpose in the normal form of payment under said Qualified Pension Plan, plus

(c) A single lump sum payment equal to the sum of amounts which would have been contributed to the account of the employee as a company contribution with respect to periods after December 31, 1993 under any defined contribution (profit sharing) Qualified Plan in which he is a participant (but in no case including any amounts, however characterized, which the employee or the company may have contributed to any such plan pursuant to the provisions of Section 401(k) or 401(m) of the Code) ("Qualified Profit Sharing Plan") but for any benefit limitations imposed by the Code on the contribution amount, plus

(d) investment adjustments applied to the contribution amounts of Section 3.1(c) which adjustments shall be applied to such accounts (i) utilizing the same provisions for calculating the effect of investment earnings (or losses) as prevail under the terms of any such Qualified Profit Sharing Plan and (ii) utilizing the amount of investment earnings (or loss) as is experienced in a given year in the TriMas Master Profit Sharing Trust or other investment vehicle in which the

assets of any such Qualified Profit Sharing Plan are invested (and in no case applying any adjustments for forfeitures of any kind) reduced (but not below zero) by

(e) the covered employee's account balance attributable to company profit sharing contributions made with respect to periods after December 31, 1993 which the employee is eligible to receive, prior to the giving effect to any qualified domestic relations order, under any such Qualified Profit Sharing Plan,

provided, however, that any lump sum payment made pursuant to this Plan shall have no adjustment the purpose of which is to make such payment equivalent after the effect of any taxes which may have to be paid by the employee because such lump sum payments from this Plan are taxable when received as ordinary income and may not be eligible for rollover or other tax-advantaged treatment under the Code.

3.2 Timing and Form of Payments. (a) Retirement benefit payments hereunder which are supplemental to a Qualified Pension Plan shall be made at the same time as benefit payments are made from the Qualified Pension Plan and shall be payable (i) for an employee who is unmarried at the time payments commence, in the form of a single life annuity, or (ii) for any employee who is married when payments commence, in the form of a 50% joint and survivor annuity with the employee's spouse, unless, in either case, the employee validly elects another form of payment for benefits under the Qualified Pension Plan, in which case the supplemental retirement benefit hereunder shall be paid in the same form as benefits are paid under the Qualified Pension Plan, computed using the same formulas and actuarial factors as set forth for the determination of optional forms of benefits under such plan; for purposes of this Section 3.2(a), an employee's marital status and spouse shall be determined in accordance with the Qualified Pension Plan.

(b) Retirement benefit payments hereunder which are supplemental to a Qualified Profit Sharing Plan shall be payable in a lump sum and shall be made at the time and to the same person as the lump sum payment is made from the Qualified Profit Sharing Plan.

3.3 Forfeitability. Payment of benefits under the Plan shall be conditioned upon receipt of benefit payments from the respective Qualified Plans and shall be vested in the same manner and to the same extent as benefits under such Qualified Plans.

3.4 No Payment During Employment. Notwithstanding the foregoing, no periodic payments computed under paragraphs (a) and (b) of Section 3.1 of this Plan shall be made during such time as any person both receives payments from any Qualified Plan and is employed by TriMas or any affiliated company, and no lump sum payment computed under paragraphs (c), (d) and (e) of Section 3.1 of this Plan shall be made until after the covered employee's termination of employment.

SECTION 4  
COST OF BENEFITS

4.1 Current Expense. The entire cost of providing benefits under the Plan, including the costs of the Plan Administrator, shall be paid by TriMas out of its current operating budget, and TriMas's obligations under the Plan shall be an unfunded and unsecured promise to pay. TriMas shall not be obligated under any circumstances to separately fund its obligations under the Plan.

4.2 Option to Fund Informally. Notwithstanding Section 4.1, TriMas may, at its sole option, or by agreement, informally fund its obligations under the Plan in whole or in part, provided, however, in no event shall such informal funding be construed to create any trust fund, escrow account or other security for an employee with respect to the payment of benefits under the Plan, other than as permitted under Internal Revenue Service and Department of Labor rules and regulations for unfunded supplemental retirement plans. Furthermore, if TriMas decides to informally fund the Plan, in whole or in part, by procuring, as owner, life insurance for its own benefit on the lives of employees, the form of such insurance and the amounts thereof shall be the sole decision of TriMas, and in no event shall an employee have any incidents of ownership in any such policies of insurance.

4.3 Physical Examinations. If a physical examination is required for TriMas to obtain insurance for covered employees under Section 4.2, each employee agrees to undergo such physical examinations as may be required by the insurance carrier. Such physical examinations shall be conducted by a physician approved by TriMas, at the expense of TriMas.

4.4 No Employee Contributions or Loans. No loans or hardship distributions or contributions by employees are permitted or required under the Plan.

SECTION 5  
ADMINISTRATION

5.1 Plan Administrator and Named Fiduciary. The Plan Administrator and Named Fiduciary of the Plan for purposes of ERISA shall be TriMas Corporation whose business address is 315 East Eisenhower Parkway, Ann Arbor, MI 48108, and whose telephone number is (313) 747-7025. TriMas shall have the right to change the Plan Administrator and Named Fiduciary of the Plan at any time, and to change the address and telephone number of the same. TriMas shall give each covered employee written notice of any such change in the Plan Administrator and Named Fiduciary, or in the address or telephone number of the same.

5.2 Claims Procedure. The Plan Administrator has the power to interpret all provisions of the Plan and make final determinations concerning the meaning of the Plan and the right of any person to benefits under the Plan.

Each covered employee, or other person claiming through the employee, must file a written claim for benefits with the Plan Administrator as a prerequisite to the payment of benefits under the Plan. Any denial by the Plan Administrator of a claim for benefits under the Plan by an employee or other person (collectively referred to as "claimant") shall be stated in writing by the Plan Administrator and delivered or mailed to the claimant within 90 days after receipt of the claim, unless special circumstances require an extension of time for processing the claim. If such an extension of time is required, written notice of the extension shall be furnished to the claimant prior to the termination of the initial 90-day period. In no event shall such extension exceed a period of 90 days from the end of the initial period.

Any notice of denial shall set forth the specific reasons for the denial, specific reference to pertinent provisions of the Plan upon which the denial is based, a description of any additional material or information necessary for the claimant to perfect his claim, with an explanation of why such material or information is necessary, and any explanation of claim review procedures under the Plan, written to the best of the Plan Administrator's ability in a manner that may be understood without legal or actuarial counsel.

A claimant whose claim for benefits has been wholly or partially denied by the Plan Administrator may request, within 90 days following the date of such denial, in a writing addressed to the Plan Administrator, a review of such denial. The claimant shall be entitled to submit such issues or comments in writing or otherwise, as he shall consider relevant to a determination of his claim, and may include a request for a hearing in person before the Plan Administrator. Prior to submitting his request, the claimant shall be entitled to review such documents as the Plan Administrator shall agree are pertinent to his claim. The claimant may, at all stages of review, be represented by counsel, legal or otherwise, of his choice, provided that the fees and expenses of such counsel shall be borne by the claimant.

All requests for review shall be promptly resolved. The Plan Administrator's decision with respect to any such review shall be set forth in writing and shall be mailed to the claimant not later than 60 days following receipt by the Plan Administrator of the claimant's request unless special circumstances, such as the need to hold a hearing, require an extension of time for processing, in which case the Plan Administrator's decision shall be so mailed not later than 120 days after receipt of such request.

5.3 Arbitration. Exhaustion of the claim and claim review procedures of Section 5.2 is prerequisite to any further consideration of a claim. In the event that any claim remains fully or partially unresolved after exhaustion of the claim and claim review procedures of Section 5.2, any remaining dispute shall, within 30 days of the date of the Plan Administrator's final decision on review, be submitted to arbitration, which shall be the sole and exclusive remedy. The arbitration decision shall be final and binding on the Plan, TriMas, the claimant, and any other party involved. All claims shall be arbitrated in Taylor, Michigan. The arbitrator shall be chosen in accordance with the Voluntary Labor Arbitration Rules of the American Arbitration Association then in effect, and the expense of the arbitration shall be shared equally by TriMas and the claimant. Any claim shall be deemed waived unless presented within the time limits specified in Section 5.2 and this Section 5.3. The arbitrator shall not have jurisdiction or authority to change, add to or subtract from any of the provisions of the Plan. The arbitrator's sole authority shall be to interpret or apply the provisions of the Plan. Because arbitration is the exclusive remedy with respect to any claim hereunder, neither TriMas, the claimant nor any other party has the right to resort to any federal, state or local court or administrative agency concerning any claim,

and the decision of the arbitrator shall be a complete defense to any suit, action or proceeding instituted in any federal, state or local court or before any administrative agency with respect to any dispute which is arbitrable as herein set forth. The arbitration provisions hereof shall, with respect to any claim, survive the termination of the Plan.

SECTION 6  
LIMITATION OF COVERED EMPLOYEE'S RIGHTS

6.1 No Contract of Employment. The Plan shall not be deemed to create a contract of employment between TriMas or any TriMas subsidiary and any covered employee and shall create no right in any covered employee to continue in the employ of TriMas or any of its subsidiaries for any specific period of time, or to create any other rights in any covered employee or obligations on the part of TriMas, except as are set forth explicitly herein or in a written employment contract. In consideration of his coverage hereunder each covered employee shall be deemed to have agreed that TriMas has the right to terminate him at any time, with or without cause, and nothing in the Plan shall restrict the right of any covered employee to terminate his employment.

6.2 Unsecured Creditor. The rights of any employee or any person claiming through the employee under the Plan shall be solely those of an unsecured general creditor of TriMas. Any employee, or any person claiming through the employee, shall only have the right to receive from TriMas those payments as specified herein. Each covered employee agrees that he or any person claiming through him shall have no rights or interests in any asset of TriMas, including any insurance policies or contracts which TriMas may possess to informally fund the Plan.

6.3 No Trust. No asset used or acquired by TriMas in connection with the liabilities it has assumed under the Plan shall be deemed to be held under any trust for the benefit of any employee nor shall any such asset be considered security for the performance of the obligations of TriMas, but shall be, and remain, a general unpledged and unrestricted asset of TriMas, except as may be provided by separate agreement and as permitted under Internal Revenue Service and Department of Labor rules and regulations for unfunded supplemental retirement plans.

SECTION 7  
AMENDMENT OR TERMINATION

7.1 Right to Amend or Terminate Plan. TriMas reserves the right to amend the Plan in any manner deemed appropriate by TriMas's Board of Directors, and TriMas reserves the right to terminate the Plan for any reason and at any time in whole or part by action of the Board of Directors.

7.2 Limitations. Notwithstanding Section 7.1, no such amendment or termination shall reduce or otherwise affect the benefits payable to or on behalf of any covered employee that have accrued prior to such amendment or termination without the written consent of the employee (or beneficiary, if applicable). In addition, the complete or partial termination of this Plan, should it occur or be deemed by facts and circumstances to have occurred, shall have the same effect on the vesting of benefits accrued to date under this Plan as in the case of a complete or partial termination of a Qualified Plan.

7.3 Payment of Benefits Upon Termination. Upon termination or partial termination of the Plan TriMas may elect the method by which benefits accrued through the date of such termination or partial termination shall be provided. Such election may include the payment of the present value of all such accrued benefits directly to covered employees (or beneficiaries, if applicable) or any other method of payment or funding which TriMas may, in its sole discretion, determine.

SECTION 8  
MISCELLANEOUS PROVISIONS

8.1 Independence of Benefits. Except as otherwise provided herein or pursuant to the terms of any separate agreement with an employee, the benefits payable under the Plan shall be independent of, and in addition to, any other benefits or compensation, whether by salary, or bonus or otherwise, payable under any employment agreements that now exist or may hereafter exist from time to time between TriMas and any employee. The Plan does not involve a reduction in salary or foregoing of an increase in future salary by any employee, nor does the Plan in any way affect or reduce the existing and future compensation and other benefits of any employee.

8.2 Nonalienation of Benefits. Except insofar as this provision may be contrary to applicable law (such as an order of divorce or separation), no sale, transfer, alienation, assignment, pledge, collateralization, or attachment of any benefits under the Plan shall be valid or recognized by TriMas.

8.3 Payments for the Benefit of Employee. In the event that TriMas shall find that any person to whom a benefit is payable under the Plan is unable to care for his affairs because of illness or accident, is otherwise mentally or physically incompetent, or is unable to give a valid receipt, TriMas may cause the payments becoming due to such person to be paid to another individual for such person's benefit, without responsibility on the part of TriMas to follow application of such payment. Any such payment shall be a payment on account of such person and shall operate as a complete discharge of TriMas from all liability under the Plan.

8.4 Use of Words. Wherever any words are used in the Plan in the masculine gender, they shall be construed as though they also were used in the feminine gender in all cases where they would so apply, and wherever any words are used in the Plan in the singular forms they shall be construed as though they also were used in the plural form in all cases where they would so apply, and vice versa.

8.5 Headings. Headings of Sections herein are inserted for convenience of reference. They constitute no part of the Plan and are not to be considered in the construction of the Plan.

8.6 Savings Clause. If any provisions of the Plan shall be for any reason invalid or unenforceable, the remaining provisions nevertheless shall be carried into effect.

SECTION 9  
DEFINITIONS

Terms capitalized in the text of this Plan shall have the meanings referred to below, unless the context requires otherwise. Terms not defined herein shall be construed in reference to the same or similar terms as used in the applicable Qualified Plan.

- 9.1 Code. See Section 1.2.
- 9.2 Effective Date. See Section 1.1.
- 9.3 ERISA. See Section 1.3.
- 9.4 Plan. See Section 1.1.
- 9.5 TriMas. See Section 1.1.

SECTION 10  
EXECUTION

IN WITNESS WHEREOF, TriMas Corporation has caused the Plan to be  
executed on \_\_\_\_\_, 1995.

TriMas Corporation

By:

Its \_\_\_\_\_

15

APPENDIX A

RETIREMENT PLANS LIST  
TRIMAS CORPORATION

DEFINED BENEFIT PLANS

TriMas Corporation Pension Plan  
Plan and Trust

DEFINED CONTRIBUTION PLANS

Lake Erie Screw Corporation Pension

Lake Erie Screw Corporation Profit  
Sharing Plan and Trust

TriMas Corporation Future Service  
Profit Sharing Plan

TriMas Corporation Master Defined  
Contribution Plan

TRIMAS CORPORATION  
 COMPUTATION OF EARNINGS PER COMMON SHARE  
 (In Thousands, Except Per Share Amounts)

	Twelve Months Ended December 31,		Three Months Ended December 31,	
	1994	1993	1994	1993
Primary:				
Net income	\$50,100	\$38,000	\$11,960	\$ 8,480
Preferred stock dividend requirement		(5,250)		
Earnings available for common stock	\$50,100	\$32,750	\$11,960	\$ 8,480
Weighted average common shares outstanding	36,644	30,827	36,644	36,644
Dilution of stock options	382	317	357	360
Weighted average common and common equivalent shares outstanding after assumed exercise of options	37,026	31,144	37,001	37,004
Primary earnings per common share	\$1.35	\$1.05	\$.32	\$.23
Fully diluted:				
Net income	\$50,100	\$38,000	\$11,960	\$ 8,480
Add after tax convertible debenture related expenses	3,680	1,480	920	920
Net income as adjusted	\$53,780	\$39,480	\$12,880	\$ 9,400
Weighted average common shares outstanding	36,644	30,827	36,644	36,644
Dilution of stock options	382	393	357	393
Addition from assumed conversion of convertible preferred stock		5,817		
Addition from assumed conversion of convertible debentures	5,083	2,049	5,083	5,083
Weighted average common and common equivalent shares outstanding on a fully diluted basis	42,109	39,086	42,084	42,120
Fully diluted earnings per common share	\$1.28	\$1.01	\$.31	\$.22

TRIMAS CORPORATION  
 COMPUTATION OF RATIOS OF EARNINGS TO FIXED CHARGES  
 (Dollar Amounts in Thousands)

	For the years ended December 31,		
	1994	1993	1992
Earnings:			
Income before income taxes and extraordinary charge	\$83,500	\$63,870	\$49,800
Fixed charges	13,900	10,250	13,550
Earnings before fixed charges	\$97,400	\$74,120	\$63,350
Fixed charges:			
Interest	\$13,170	\$ 9,650	\$13,140
Portion of rental expense	870	730	610
Fixed charges	\$14,040	\$10,380	\$13,750
Ratios of earnings to fixed charges	6.9	7.1	4.6

TRIMAS CORPORATION  
(a Delaware corporation)

## Subsidiaries\*

Name	Jurisdiction of Incorporation or Organization
Compac Corporation	Delaware
Netcong Investments, Inc.	New Jersey
Di-Rite Company	Ohio
Draw-Tite, Inc.	Delaware
Mongo Electronics, Inc.	Delaware
Draw-Tite (Canada), Ltd.	Ontario
Eskay Screw Corporation	Delaware
Fulton Performance Products, Inc.	Delaware
Spar Marine Manufacturing Ltd.	British Columbia
Hitch 'N Post, Inc.	Delaware
Kee Services, Inc.	Michigan
Keo Cutters, Inc.	Michigan
Lake Erie Screw Corporation	Ohio
Lamons Metal Gasket Co.	Delaware
Canadian Gasket Company (1987) Inc.	Canada
Louisiana Hose & Rubber Co.	Louisiana
Monogram Aerospace Fasteners, Inc.	Delaware
Norris Cylinder Company	Delaware
Punchcraft Company	Michigan
Reese Products, Inc.	Indiana
Hayman-Reese Pty. Ltd.	Australia
Reese Products of Canada Ltd.	Ontario
Reska Spline Products, Inc.	Michigan
Richards Micro-Tool, Inc.	Delaware
Rieke Corporation	Indiana
Rieke Canada Limited	Canada
Rieke of Mexico, Inc.	Delaware
Rieke de Mexico, S.A. de C.V.	Mexico
Rieke Leasing Co., Incorporated	Delaware
TriMas Corporation	Nevada
TriMas Export, Inc.	Barbados
TriMas Fasteners, Inc.	Delaware
TriMas Services Corp.	Delaware

\*Directly owned subsidiaries appear at the left hand margin, first tier and second tier subsidiaries are indicated by single and double indentation, respectively, and are listed under the names of their respective parent companies. All subsidiaries are wholly-owned. Certain of these companies may also use tradenames or other assumed names in the conduct of their businesses.

CONSENT OF INDEPENDENT ACCOUNTANTS

We consent to the incorporation by reference in the prospectuses included in the registration statements of TriMas Corporation and subsidiaries on Form S-8 (Registration No. 33-31030) and on Form S-3 (Registration Nos. 33-56372, 33-72462, 33-53889 and 33-59014) of our report dated February 8, 1995, on our audits of the consolidated financial statements and financial statement schedule of TriMas Corporation and subsidiaries as of December 31, 1994 and 1993, and for each of the three years in the period ended December 31, 1994, which report is included in this Annual Report on Form 10-K.

COOPERS & LYBRAND L.L.P.

Detroit, Michigan  
March 2, 1995

THIS SCHEDULE CONTAINS SUMMARY FINANCIAL INFORMATION EXTRACTED FROM TRIMAS CORPORATION'S 1994 FORM 10-K AND IS QUALIFIED IN ITS ENTIRETY BY REFERENCE TO SUCH FINANCIAL STATEMENTS.

YEAR		
	DEC-31-1994	
	DEC-31-1994	
		107,670,000
		0
		66,220,000
		2,030,000
		79,560,000
	263,210,000	
		271,650,000
		103,270,000
		614,320,000
55,640,000		
		238,600,000
		370,000
	0	
		0
		290,230,000
614,320,000		
		535,480,000
	535,480,000	
		361,520,000
		361,520,000
		0
		0
	12,930,000	
		83,500,000
		33,400,000
50,100,000		
		0
		0
		0
		50,100,000
		1.35
		1.28