<u>Exhibit A</u>

(Engagement Letter)

CARR & PALMER, LLP
A LIMITED LIABILITY PARTNERSHIP INCLUDING PROFESSIONAL CORPORATIONS
ATTORNEYS AT LAW

10 NORTH PARKWAY SQUARE
4200 NORTHSIDE PARKWAY
ATLANTA, GEORGIA 30327

CONTINGENT FEE EMPLOYMENT CONTRACT

1) Point Blank Solutions, Inc., and its parent, subsidiaries and affiliated companies ("Point Blank"), does hereby retain and employ CARR & PALMER LLP, Atlanta, Georgia ("Attorneys"), as Attorneys to represent Point Blank in claims against Toyobo Co., Ltd., Toyobo America, Inc., (collectively "Toyobo") and related parties in the chain of distribution of Zylon to Point Blank, if appropriate, regarding losses and damages sustained as a result Point Blank's purchase and use of Zylon. Attorneys, and any other law firms with which Attorneys associate to represent Point Blank will provide representation on a contingent fee basis as described more fully below.

2) As compensation for their services, Point Blank agrees to pay said Attorneys the following attorneys' fees:

a) 12.5% of any recovery to Point Blank by settlement, mediation, or otherwise prior to filing suit;

b) After filing suit, 20% of any recovery to Point Blank up to $10,000,000.00, 25% of any recovery to Point Blank between $10,000,000.00 and $20,000,000.00 and 30% of any recovery over $20,000,000.00, such percentages being of the recovery whether by settlement, verdict and judgment or otherwise.

3) Point Blank will pay or reimburse Attorneys for documented expenses, billed monthly (e.g. court filing fees, court reporter fees, costs of transcripts, expert fees, reasonable travel expenses).

4) The parties agree and understand that the employment of Attorneys is upon a contingent fee basis and if no recovery is collected, Point Blank will not be obligated to pay Attorneys any sums whatsoever as Attorneys' fees but will be responsible to pay the costs and expenses incurred.

5) Attorneys shall have the absolute right to decline to file a lawsuit if they determine after thorough investigation that, in their sole discretion, the filing of a lawsuit is not appropriate under the circumstances; and Attorneys shall further have the absolute right to withdraw as counsel (or, with Point Blank's approval, voluntarily dismiss the case without prejudice) if after a lawsuit is filed they determine, in their sole discretion, that the case is without merit or should not be further prosecuted.

6) Attorneys further agree to assist Point Blank in negotiating a satisfactory resolution of the claims presently asserted by the United States Department of Justice for recovery of damages to the United States relating to products manufactured by Point

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Blank containing Zylon. Attorneys' responsibility in this respect is limited to meetings, preparation of proposals, preparation of appropriate documents and like matters. Attorneys will not charge Point Blank for their services in this respect. Point Blank will, however, reimburse Attorneys their reasonably incurred costs for providing these services (e.g. copy charges, reasonable travel expense for attending meetings if requested by Point Blank, etc.). In the event litigation is initiated by the Department of Justice then Point Blank will arrange for litigation counsel by separate contract, which may or may not be with Attorneys, at Point Blank's sole discretion.

Jennifer Coberly will be the "Lead Inside Counsel," as defined in the Point Blank Corporation Outside Counsel Guidelines issued as of October 1, 2008 (the "Guidelines"), in connection with this matter. I will be the Lead Outside Counsel for this matter.

All invoices will be emailed and mailed to Jennifer Coberly. The Point Blank Guidelines, attached hereto, are incorporated herein.

The parties enter into this Contingent Fee Employment Contract this 11th day of February, 2009.

W. Pitts Carr
Partner, Carr & Palmer, LLP

The above described employment contract is accepted and agreed to by Point Blank this 13th day of February, 2009:

JR Coberly

Jennifer Rae Coberly, Esq.
General Counsel and Secretary for Point Blank

POINT BLANK SOLUTIONS, INC. OUTSIDE COUNSEL GUIDELINES
Issued: October 1, 2008

1. Scope and Applicability of Guidelines

Effective October 1, 2008, these Guidelines (the "Guidelines") will govern the relationship of Point Blank Solutions, Inc. and its subsidiaries and other affiliates (collectively, "PBSI") with its outside counsel. For the avoidance of doubt, these Guidelines will apply to Protective Armor Corporation of America, Point Blank Body Armor, Life Wear Technologies, Life Stone and all of their respective subsidiaries throughout the world.

2. Objectives of Guidelines

You have been selected to represent PBSI because of our confidence in your expertise, judgment and abilities.[1] Our overall objective in implementing the Guidelines is to ensure that PBSI receives first-rate representation in an efficient, cost-effective manner. As in any attorney-client relationship, we expect you to act in PBSI best interests at all times. Should you believe at any time that it is in PBSI's best interest to depart from these Guidelines with respect to a particular matter, or should you wish to request a departure from these Guidelines for any other reason, you must first discuss with and obtain written authorization from PBSI's General Counsel or his/her designee.

3. Acceptance of Guidelines

In order to represent (or continue representing) PBSI, an authorized representative of your firm must sign the "Acceptance" on the last page of the Guidelines and return the executed Acceptance to PBSI. Should you have any questions about the Guidelines, please contact PBSI's General Counsel or Associate General Counsel.

Please ensure that all attorneys, paralegals and other members of your firm working on PBSI matters receive copies of, and familiarize themselves with, the Guidelines.

4. Lead Inside Counsel; Lead Outside Counsel

At the beginning of each matter, PBSI will designate its General Counsel as its "Lead Inside Counsel" and a specific lawyer within your firm (the "Lead Outside Counsel") to have overall responsibility for the matter.

The Lead Inside Counsel's responsibilities shall include:

- Being your primary contact at PBSI.
- Ensuring that an appropriate engagement letter is executed by PBSI and your firm (see Section 5).
- Ensuring that appropriate PBSI personnel are informed about and participate in making all substantive decisions about the matter.
- Coordinating all other communications relating to the matter within PBSI.
- Keeping you apprised of PBSI's objectives and pertinent business issues.

The Lead Outside Counsel's responsibilities shall include:

- Being PBSI's primary contact at your firm.
- Ensuring that all members of your firm comply with these Guidelines.
- Promptly advising the Lead Inside Counsel of all significant developments, deadlines and key upcoming events in the matter.
- Unless the Lead Inside Counsel has requested otherwise, ensuring that the Lead Inside Counsel is given the opportunity to review, well in advance of their respective deadlines, drafts of all significant documents, such as significant pleadings, briefs and correspondence.

[1] As used herein, "you" shall include your firm and all partners, associates, paralegals, administrative staff and other employees of your firm, as appropriate given the context.

5. Engagement

At the beginning of each matter, the Lead Inside Counsel and Lead Outside Counsel shall agree upon and execute an engagement letter in substantially the form attached hereto as Exhibit A (the "Engagement Letter"). The Engagement Letter must include:

- An acknowledgement that your firm will comply with the Guidelines.
- The fee arrangement that will be used for that matter (hourly rates, fixed fee, etc.).
- The names of the lawyers from your firm who will work on the matter and their respective hourly rates.

PBSI will not pay invoices for a matter unless your firm has signed an Engagement Letter for that matter.

You may not accept an engagement directly from a PBSI businessperson unless a PBSI in-house attorney has consented to the engagement.

6. Fee Arrangements; Hourly Rates

Unless we have agreed otherwise, compensation will be determined on the basis of time reasonably and necessarily spent on PBSI matters, using the hourly rates set forth in the Engagement Letter. However, PBSI encourages you to propose alternative fee arrangements, such as contingent arrangements, capped fees, fixed fees, success fees and other arrangements that result in the sharing of risks and rewards.

Once agreed upon in the Engagement Letter, billing rates may not be increased without the express consent of the Lead Inside Counsel. The Lead Inside Counsel will consider all requests to increase billing rates in good faith.

PBSI expects to be billed at rates that are highly competitive with those of comparable firms providing comparable services to PBSI and similar clients.

7. Staffing

As noted above, the Lead Inside Counsel and Lead Outside Counsel must agree, at the outset of each matter, on the members of your firm who will work on that matter. The following rules shall apply to all staffing arrangements:

- Whenever possible, we expect you to use attorneys who have developed a deep knowledge of PBSI and its businesses.
- Work should be done by the person who can perform the work most efficiently and effectively. Thus, for example, a partner should not perform associate-level tasks, associates should not perform paralegal tasks, and paralegals should not perform administrative tasks.
- The Lead Inside Counsel must approve all staffing changes in advance. If there is approved turnover or other changes in staffing, we normally will not pay for time spent by newly-assigned attorneys or paralegals "getting up to speed" on a matter.
- For most matters, your team should not include more than two lawyers. If a matter requires more than two lawyers, it is PBSI's strong preference to have a small number of attorneys each devote a large amount of time to the matter, as opposed to having a large number of lawyers each devote a relatively small amount of time to the matter.
- Only one lawyer should attend most meetings, depositions, court appearances and similar events, and prior approval should be obtained from the Lead Inside Counsel before multiple attorneys attend any such event.

8. Strategic Plan and Budget

At the beginning of a particular matter, the Lead Inside Counsel may ask you to prepare a Strategic Plan and Budget (the "Strategic Plan") that includes the following:

- A summary and your initial assessment of the matter.
- Your understanding of PBSI's objectives in the matter and a proposal on how best to achieve them.
- The major phases likely to be required as well as their timing and sequence.
- In litigation matters, the suitability of the matter for alternative dispute resolution ("ADR"), such as mediation, arbitration and direct settlement discussions.
- An estimate of the projected fees and expenses for each phase of the matter.

The Lead Inside Counsel may ask you to update the Strategic Plan from time to time.

9. Dispute Resolution; Settlement

Our primary goal in litigation and pre-litigation matters is to achieve a prompt, cost-effective resolution that serves PBSI's larger business interests. We expect you to work aggressively with the Lead Inside Counsel to explore and evaluate all settlement possibilities, including ADR.

Under no circumstances should you reject an inquiry regarding ADR or settlement from the opposing party without first communicating with the Lead Inside Counsel. All settlement offers or overtures must be reported immediately to the Lead Inside Counsel along with your analysis and recommendation.

10. Retention of Expert Witnesses and Local Counsel

You must obtain authorization from the Lead Inside Counsel before retaining any expert witnesses, local counsel, consultants or similar vendors.

11. Reimbursable and Non-Reimbursable Charges

We expect your hourly rates to include all of your firm's overhead expenses. We will reimburse for items other than legal fees only as set forth below.

a. Reimbursable Charges

We will reimburse the following items at your actual, out-of-pocket cost, without any mark-up, provided that they are reasonable and necessary:

- Long distance telephone charges in the amounts actually charged by telephone companies.
- Postage, express mail and messenger charges.
- Inside photocopying at your cost, but not to exceed 10 cents per page for black-and-white copies and $1 per page for color copies; outside photocopying at cost billed to you.
- Coach airfare at the lowest practicable fare and moderate hotel, restaurant and other transportation charges for out-of-town travel approved in advance by the Lead Inside Counsel.
- Filing fees.
- Registration fees.
- Title search and insurance fees.
- Court reporter fees.
- Expert witness and local counsel fees for experts and local counsel specifically authorized by the Lead Inside Counsel.

b. Non-Reimbursable Charges

We will not ordinarily reimburse you for the following without specific authorization from the Lead Inside Counsel:

- Time billed in increments greater than .10. All time for all attorneys and paralegals must be billed in increments of 1/10 of an hour.
- Office supplies.
- Clerical work such as maintaining files and databases, bates-stamping, filing and indexing pleadings.
- Secretarial, word processing and scanning charges.
- Fax communication charges (except for actual long distance telephone toll charges). We expect you to minimize such costs by scanning and emailing documents (rather than faxing or sending by overnight courier) whenever practicable.
- Charges for conference rooms and similar facility and/or equipment charges.
- Local travel and meal expenses. Absent unusual circumstances, PBSI will not pay for meals, commuting or other incidental expenses for attorneys or staff members when they are working in their normal office location, such as meal charges and taxi and car-service charges.
- Time spent performing conflict checks.
- Time spent preparing or reviewing invoices.
- Luxury hotels, first-class airfare and business-class airfare.
- Summer associate time.
- Associate training.
- Legal research projects greater than five hours. Please coordinate all research projects (particularly research memos) with the Lead Inside Counsel before beginning the project.
- Time spent traveling out of town during non-business hours (unless the attorney was working on a PBSI matter while traveling).
- Internal conferencing that is inconsistent with Section 7.
- Computerized legal research charges from outside vendors such as Westlaw, Lexis, and BNA.

12. Invoices

Invoices should be rendered monthly and no later than 15 days after the end of the relevant month. There must be a separate invoice for each matter. **Each invoice must include the PBSI Reference Number (to be provided by the Lead Inside Counsel) for that matter**.

Invoices should be scanned and emailed to the General Counsel and PBSI's Associate General Counsel.

The itemized description of services rendered in each invoice must include the following information for each timekeeper and be in the following format (or a substantially similar format):

Date	Name or Initials of Timekeeper	Description of Services / Work Performed	Hours (billed in .10 increments)	Rate	Amount Charged (Hours x Rate)

If block billing is used, time spent on each billable task should be included after description of said task. Vague phrases such as: "Attention paid to. . ." and "Reviewed/worked on . . . and related matters" should not be used. All conferences billed should include subject matter of discussions.

Invoices must also include an itemized breakdown of all disbursements and other costs.

13. Communications With PBSI Personnel

All communications with PBSI personnel other than members of the Legal Department must be directed to and/or through the Lead Inside Counsel. As noted in Section 11(b), we expect you to minimize cost and maximize speed and convenience by scanning and emailing documents (as opposed to faxing or sending by overnight courier) to the Lead Inside Counsel whenever practicable. When a document (such as an invoice) is sent by email, please do not send the same document in hard copy unless the Lead Inside Counsel has asked you to do so.

14. Conflicts of Interest

We require prompt and complete disclosure of any potential conflicts of interest. Normally, disclosures of potential conflicts will occur at the outset of a new matter, but we also will expect prompt disclosure of any potential conflicts arising during the course of a matter.

15. Public Comment; Publicity

Unless specifically authorized by the Lead Inside Counsel, you may not (a) offer media or other public comment on PBSI or matters that you are handling for PBSI or (b) respond to media requests. All media inquiries should immediately be referred to the Lead Inside Counsel, who will ensure that the appropriate PBSI official responds to the inquiry.

Unless specifically authorized by the Lead Inside Counsel, you may not use the name, logo or trademark of PBSI (or any of its subsidiaries or affiliates) in any brochures, promotional materials or case studies.

16. Record Retention

At the conclusion of each matter, the Lead Inside Counsel and Lead Outside Counsel will agree upon an appropriate plan for retaining records. The Lead Inside Counsel and Lead Outside Counsel may, of course, elect to address record retention issues earlier in a particular matter, such as in the Engagement Letter.

17. Rules of Professional Responsibility

PBSI expects that all attorneys representing PBSI will abide by all applicable rules of professional responsibility.

18. Proper Business Practices

It is PBSI's policy to conduct its business with integrity and in compliance with all applicable laws, regulations and the PBSI Code of Conduct (the "Code"), which can be found at www.pointblanksolutionsinc.com. By accepting these Guidelines, you agree to abide by the Code and all applicable laws and regulations, including the United States Foreign Corrupt Practices Act, when representing PBSI.

19. Ownership of Material

All materials in written, graphic, electronically-stored or other form generated or prepared in the course of representing PBSI, and all copyrights therein, shall belong to PBSI. By accepting these Guidelines, you agree to assign to PBSI all right, title, interest and copyrights in all such materials.

20. Confidentiality

PBSI may provide to you, on a confidential basis, confidential and proprietary information, including intellectual property, trade secrets, internal policies, business plans, customer information, organizational charts and other materials ("Confidential Information") relevant to the services that you are performing for PBSI. By accepting these Guidelines, you agree to the following:

- Confidential Information will not be used for any purpose other than in furtherance of your representation of PBSI.
- Confidential Information will not be disclosed to any third party without the prior written consent of the Lead Inside Counsel.
- Dissemination of the Confidential Information will be limited to those members of your firm who have a legitimate need to know the information in connection with representing PBSI.
- You will take all reasonable precautions to prevent a breach in confidentiality.

21. Entire Agreement

Once accepted by you, these Guidelines shall contain the entire understanding between PBSI and your firm pertaining to the subject matter hereof, and shall supersede all previous agreements concerning said subject matter.

ACCEPTANCE OF GUIDELINES

I have read and understand the foregoing Guidelines, and hereby agree, on behalf of the below-named firm (the "Firm"), that the Firm, as well as all partners, associates, paralegals, administrative staff and other employees of the Firm working on PBSI matters, will comply with the Guidelines.

Signature

W Pitts Carr

Print Name

Senior Partner

Print Title

Carr & Palmer

Print Name of Firm

2/12/2009

Date

Jennifer Coberly

From: David Cohen [dcohen@carrpalmer.com]
Sent: Thursday, February 12, 2009 5:59 PM
To: Jennifer Coberly
Subject: RE: PBS Billing Guidelines
Attachments: Point Blank Retention Agmt v2.pdf

Jennifer,

Attached is a revised retention letter attaching and incorporation the guidelines you just sent. Since we will not be charging for the DOJ work there will be no hourly billing and the entire agreement is contingent. Thus, much of the guidelines are inapplicable. We understand you likely still need the guideline form signed for your file and internal issues so Pitts executed it and we added the following two paragraphs to the end of our letter:

Jennifer Coberly will be the "Lead Inside Counsel," as defined in the Point Blank Corporation Outside Counsel Guidelines issued as of October 1, 2008 (the "Guidelines"), in connection with this matter. I will be the Lead Outside Counsel for this matter.

All invoices will be emailed and mailed to Jennifer Coberly. The Point Blank Guidelines, attached hereto, are incorporated herein.

Just let us know if this works on your end. Thanks.

David

-----Original Message-----
From: Jennifer Coberly [mailto:jcoberly@pbsinc.com]
Sent: Thursday, February 12, 2009 4:52 PM
To: David Cohen
Cc: 'Jennifer Coberly'
Subject: PBS Billing Guidelines

Hi David:
Swamped here (worked til 11:45 pm last night-crazy), but saw that you had sent a retainer letter which reminded me to send our billing guidelines. Please review and sign. Will get to your retainer tomorrow, I hope.
Best-
Jennifer Coberly

David Cohen

From: Pitts Carr
Sent: Friday, May 15, 2009 11:50 AM
To: David Cohen
Subject: FW: Galls

W. Pitts Carr
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From: Jennifer Coberly [mailto:jcoberly@pbsinc.com]
Sent: Friday, May 15, 2009 11:09 AM
To: Pitts Carr
Subject: RE: Galls

Thank you, Pitts.

From: Pitts Carr [mailto:pcarr@carrpalmer.com]
Sent: Friday, May 15, 2009 11:08 AM
To: Jennifer Coberly
Subject: Galls

Jennifer-

This will confirm our fee arrangement to handle the Galls arbitration.
We will keep up with our time and charge it as an add-on fee not to exceed 50k to the recovery in the Toyobo case, if any. The company will be responsible for payment of expenses.

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