

EXHIBIT B to Proof of Claim

(Seller's Lease/Loan #:1000108960)

BILL OF SALE

Buyer's Name: Carlisle Engineered Products, Inc.

Purchase Price: \$3,308,343.42 USD

The undersigned Seller ("Seller"), in consideration of the above Purchase Price and other valuable consideration, receipt of which is acknowledged, do hereby sell and transfer to the above-named Buyer all right, title and interest of Seller in and to the property described below (collectively, the "Equipment"):

See Exhibit A, attached hereto.

TO HAVE AND TO HOLD all of the Equipment to Buyer, its successors and assigns, forever.

The sale of Equipment made hereby is without recourse to Seller and is on an "AS-IS, WHERE-IS" basis with all faults. SELLER DOES NOT MAKE, AND BUYER EXPRESSLY WAIVES, ANY WARRANTIES, REPRESENTATIONS, STATEMENTS OR COVENANTS, EXPRESS OR IMPLIED, OF ANY KIND REGARDING THE EQUIPMENT INCLUDING, WITHOUT LIMITATION: ITS MERCHANTABILITY; ITS FITNESS FOR ANY PARTICULAR PURPOSE, ITS NON-INTERFERENCE WITH, NON-INFRINGEMENT ON OR NON-VIOLATION OF ANY PATENT, COPYRIGHT, TRADEMARK OR OTHER INTELLECTUAL PROPERTY RIGHT; OR ITS COMPLIANCE WITH ANY LAW OR GOVERNMENTAL REGULATION; provided, that Seller does represent and warrant that it has full power to execute and deliver this Bill of Sale and that the Equipment is free and clear of any liens or security interests created by Seller.

If the Equipment includes any computer software or other licensed intellectual property ("software"), then: the sale of Equipment to Buyer does not involve a transfer to Buyer of either title to such software or any license to such software; Buyer must contact the owner/supplier of the software in order to license the software from that party; and Seller hereby disclaim any continuing interests in any such software.

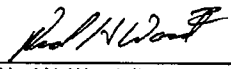
This Bill of Sale, together with any written purchase or sale agreement executed by Seller and relating to the Equipment, constitutes the entire and exclusive agreement of Seller and Buyer regarding the sale and purchase of the Equipment.

The above Purchase Price includes Sales Tax of \$--NONE--.

The above Purchase Price includes Personal Property Tax of \$54,394.59.
(\$34,448.54 – Ohio; \$19,946.05 - Alabama)

IN WITNESS WHEREOF, Seller has executed and delivered this Bill of Sale by its duly authorized officer this December 18, 2006.

Chase Equipment Leasing Inc.
(Seller)

By: 
Neal H. Wood, II

Title: Senior Vice President

EXHIBIT A

(4) 1997 HPM INJECTION MOLDERS

(1) 1997 HPM Model MLH 1650-260, Wide Platen, 1,650 ton Injection Molding Machine, SN 97059, 260 oz. shot size, 87" x 102" platen size, 76" x 62" tie bar spacing, 44" to 104" daylight with Command 9000 controls

(1) 1997 HPM Model MLH 1650-260, Wide Platen, 1,650 ton Injection Molding Machine, SN 97060, 260 oz. shot size, 87" x 102" platen size, 76" x 62" tie bar spacing, 44" to 104" daylight with Command 9000 controls

(1) 1997 HPM Model MLH 1650-260, Wide Platen, 1,650 ton Injection Molding Machine, SN 97061, 260 oz. shot size, 87" x 102" platen size, 76" x 62" tie bar spacing, 44" to 104" daylight with Command 9000 controls

(1) 1997 HPM Model MLH 1650-260, Wide Platen, 1,650 ton Injection Molding Machine, SN 97062, 260 oz. shot size, 87" x 102" platen size, 76" x 62" tie bar spacing, 44" to 104" daylight with Command 9000 controls

(4) 1997 HPM INJECTION MOLDERS

(1) 1997 HPM Model MLH 3300-400, 3,300 ton Injection Molding Machine, SN 97063, 400 oz. shot size, 108" x 108' platen size, 84" x 72" tie bar spacing, 49" to 134" daylight, with Command 9000 controls

(1) 1997 HPM Model MLH 3300-400, 3,300 ton Injection Molding Machine, SN 97064, 400 oz. shot size, 108" x 108' platen size, 84" x 72" tie bar spacing, 49" to 134" daylight, with Command 9000 controls

(1) 1997 HPM Model MLH 3300-400, 3,300 ton Injection Molding Machine, SN 97065, 400 oz. shot size, 108" x 108' platen size, 84" x 72" tie bar spacing, 49" to 134" daylight, with Command 9000 controls

(1) 1997 HPM Model MLH 3300-400, 3,300 ton Injection Molding Machine, SN 99099, 400 oz. shot size, 108" x 108' platen size, 84" x 72" tie bar spacing, 49" to 134" daylight, with Command 9000 controls



ASSIGNMENT OF CHATTEL PAPER AGREEMENT
(Servicing Transferred to Buyer)

This Assignment of Chattel Paper Agreement together with the Assignment Schedule which is attached hereto and made a part hereof (collectively, the "Agreement") is made and entered as of December 18, 2006 between CHASE EQUIPMENT LEASING INC. (formerly known as Banc One Leasing Corporation, "Seller"), 1111 Polaris Parkway, Suite A3, Columbus, Ohio 43240 and the following Buyer ("Buyer"):

Buyer: Carlisle Engineered Products, Inc.

Buyer's Address: 250 South Clinton Street, Syracuse, NY 13202

Section 1. DEFINITIONS. The following terms shall have the meanings assigned to them unless the context otherwise requires: (a) "Chattel Paper" shall mean the lease agreement(s) identified in the Assignment Schedule. (b) "Equipment" shall mean all of the Equipment as defined in the Chattel Paper. (c) "Equipment Interest" shall mean Seller's ownership interest or security interest in the Equipment. (d) "Lease Payments" shall mean all rent payments or installment payments and all other amounts payable by Lessee, now or hereafter, in connection with the Chattel Paper and all payments and claims in the CEPP Bankruptcy (as hereinafter defined) related thereto other than payments with respect to Reserved Rights. (e) "Lessee" shall mean the lessee identified in the Assignment Schedule. (f) "Liens" shall mean any liens, encumbrances, security interests and claims of any nature whatsoever. (g) "Purchase Price" shall mean an amount set forth in the Assignment Schedule under Section 4 thereof, plus applicable sales tax. (h) "Related Documents" shall mean any guarantee, letter of credit, security agreement, credit enhancement or support agreement, insurance, indemnity, warranty, maintenance or service agreement or other agreement identified on Schedule A to the Assignment Schedule, executed in connection with or in any way related to the Chattel Paper or any Equipment, but only to the extent such documents relate to the Chattel Paper. (i) "Reserved Rights" shall mean any right, title and interest of Seller in and to each and every indemnity of or in favor of Seller under the Chattel Paper to the extent such indemnity or other payment vests or arises from events occurring prior to the Effective Date (as set forth in the Assignment Schedule) and the right to payment of all indemnities of the Lessee which are or may be payable by the Lessee or any guarantor to Seller under the Chattel Paper or any Related Document as they exist on the Effective Date hereof and all liability insurance proceeds which are now or hereafter payable to Seller for its account, in each case arising from or in connection with its ownership of the Equipment or its interest as lessor under the Chattel Paper, together with, in each case, the right to enforce payment of the same.

Section 2. SALE AND ASSIGNMENT. Subject to receipt by Seller in immediately available funds in such account as it may designate to Buyer of the Purchase Price, Seller hereby sells, transfers and assigns to Buyer (and its successors and assigns) all of Seller's present and future right, title and interest in and to the Chattel Paper, the Lease Payments, the Related Documents, the Equipment Interest and any proceeds of any of the foregoing, including, without limitation, any insurance proceeds and claims against third parties arising from and after the Effective Date hereof (collectively, the "Sold Property"), to have and to hold for its and their own use and benefit forever, but excluding from the Sold Property all Reserved Rights and all payments related thereto.

Section 3. REPRESENTATIONS AND WARRANTIES.

3.1 In connection with the transactions covered by this Agreement, Seller hereby represents, warrants and covenants to Buyer that: (a) Seller is a corporation duly organized, validly existing and in good standing under the laws of the State of Ohio with its corporate headquarters and principal place of business at the address set forth in the first paragraph of this Agreement; (b) this Agreement, the Chattel Paper, and the Related Documents have been duly authorized, executed and delivered by Seller, to the extent Seller is a party thereto, and are enforceable against Seller, to the extent Seller is a party thereto, in accordance with their respective terms, except as such may be limited by applicable bankruptcy, insolvency or similar laws affecting creditor's rights generally and general equitable principles; (c) the execution, delivery and performance by Seller of this Agreement, the Chattel Paper, and the Related Documents will not breach or cause Seller to be in default under any material agreement to which Seller is a party; (d) upon receipt by Seller in immediately available funds of the Purchase Price, subject only to (i) the rights the Lessee under the Chattel Paper, (ii) any Liens which were created after the Equipment became subject to the Chattel Paper, and (iii) any liens permitted by the Chattel Paper, good title to the Equipment Interest shall vest in Buyer together with all of Seller's right, title and interest in and to the Sold Property free of all Liens, and Seller has not sold, assigned or transferred any of the Sold Property or any interest in the Sold Property to any party other than Buyer; (e)

there is no legal action or proceeding before any court or governmental body pending against Seller which involves in any way this Agreement or the Sold Property, provided, however, that the Sold Property is affected by the Chapter 11 bankruptcy filing of Creative Engineered Polymer Products, LLC ("CEPP"), jointly administered with case number 06-51848 before the United States Bankruptcy Court for the Northern District of Ohio, Eastern Division (the "CEPP Bankruptcy"); (f) the Chattel Paper or Related Documents which were delivered to Buyer collectively constitute the entire agreement between Seller, the Lessee and the guarantors as to the lease and/or sale of the Equipment; and (g) in the event Seller shall receive any Lease Payments after the Effective Date, it agrees to hold such Lease Payments in trust for the benefit of Buyer and to promptly deliver such Lease Payments to Buyer with any necessary endorsement.

3.2 In connection with the transactions covered by this Agreement, Buyer represents, warrants, and covenants to Seller that: (a) Buyer is a corporation duly organized, validly existing and in good standing under the laws of the State of Delaware with its corporate headquarters and principal place of business at the address set forth in the first paragraph of this Agreement; (b) this Agreement has been duly authorized, executed and delivered by Buyer and is enforceable against Buyer in accordance with its terms, except as such may be limited by applicable bankruptcy, insolvency or similar laws affecting creditor's rights generally and general equitable principles; (c) the execution, delivery and performance by Buyer of this Agreement will not breach or cause Buyer to be in default under any material agreement to which Buyer is a party; (d) Buyer has obtained all consents, approvals, licenses or authorizations of any governmental body or of any other party which is required in connection with its execution, delivery and performance of this Agreement; (e) no part of the funds to be used by Buyer to acquire its interest in the Sold Property constitutes assets (within the meaning of ERISA and any applicable rules and regulations) of an ERISA plan; (f) neither Buyer nor any affiliate thereof has dealt, directly or indirectly, with any broker or finder in connection with the transactions contemplated hereby; (g) the execution and delivery by Buyer of this Agreement and the performance by Buyer of its obligation hereunder do not require the consent, license, approval or authorization of, or registration or filing with, or the taking of any other action with respect to, any governmental authority, bureau or agency; and (h) in the event Buyer shall receive any amount in respect of any Reserved Rights, it agrees to hold such amount in trust for the benefit of Seller and promptly to deliver said amount to Seller with any necessary endorsement.

Section 4. COVENANTS. Subject to receipt by Seller in immediately available funds in such account as it may designate to Buyer of the Purchase Price:

4.1 Seller agrees that it (a) shall not have any further or future interest in or rights to any of the Sold Property, (b) shall not have any right to and shall not amend, modify, compromise, release, terminate or permit prepayment of the Chattel Paper or any Related Documents, (c) shall not have any right to and shall not upgrade any Equipment or to accept the return of any Equipment, except at the specific direction of Buyer, and (d) shall not take any action which may impair the validity or enforceability of the Chattel Paper or any Related Documents.

4.2 Seller shall execute and deliver to Buyer, such assignments, notices of assignment, UCC financing statements, assignments of financing statements and other documents, in form and substance reasonably satisfactory to Buyer, as Buyer may reasonably request from time to time to evidence, perfect, maintain and enforce Buyer's rights in the Sold Property, all at Buyer's expense. Seller further agrees to undertake such other actions as may be reasonably requested by Buyer to preserve claims, rights and benefits relating to the Sold Property in the CEPP Bankruptcy, also at Buyer's expense.

4.3 Buyer and Seller agree that Seller shall not be entitled to the benefits of any security interest it may have in the Equipment to secure any other obligations Lessee may have to Seller, until and unless Seller shall repurchase the Sold Property.

4.4 In consideration of the transaction contemplated hereby, Buyer hereby assumes all obligations and liabilities of Seller with respect to, or in connection with, the Sold Property and all other rights and interests assigned hereby, including, but not limited to all obligations under the Chattel Paper and all Related Documents and with respect to the Equipment, and Buyer hereby agrees to perform and comply with such liabilities and obligations arising on or after the date hereof.

4.5 Buyer shall pay when due all taxes and other governmental charges levied or assessed by any Governmental Authority in respect of the ownership of the Sold Property before, on and after the Effective Date and

any sales taxes or other taxes levied on the sale or assignment of the Sold Property by this Agreement, except to the extent that Buyer has obtained exemption certificates in the appropriate jurisdictions. Prior to the Effective Date, Buyer shall deliver to Seller a copy of each such exemption certificate. "Governmental Authority" shall mean any Federal, state, municipal or other governmental department, agency, institution, authority, regulatory body, court or tribunal.

4.6 Buyer shall be solely responsible for making itself substituted as loss payee or additional insured, or obtaining additional or substitute coverage, for any insurance in respect of the Equipment or as otherwise required by the Chattel Paper.

Section 5. BILLING AND COLLECTION. Seller shall have no powers, duties or obligations to bill and collect payments under the Chattel Paper or to perform any other service for Buyer with respect to the Sold Property and none shall be implied. Without limiting the foregoing, Seller shall have no obligations to take any action to (i) enforce payment and collection of any amount owed under the Chattel Paper, (ii) enforce any non-payment obligations under the Chattel Paper, or (iii) sell, or otherwise remarket any Equipment at the expiration or earlier termination of the Chattel Paper term. Seller shall not be required or permitted to use its own funds to cover any payment default by the Lessee under the Chattel Paper.

Section 6. LITIGATION. If either party institutes a lawsuit arising out of this Agreement as against the other party, then each party shall pay its own attorneys' fees and costs in relation to such lawsuit unless otherwise ordered by the court.

Section 7. NOTICES. All notices provided for in this Agreement shall be in writing and shall be effective five days after being sent by regular United States mail, postage prepaid, to Seller or Buyer at their respective addresses set forth herein or shall be effective when actually delivered to Seller or Buyer if sent by overnight delivery service or other methods or by facsimile with telephone confirmation of receipt. Any changes in such addresses shall be by similar notice as provided for herein.

Section 8. DISCLAIMER OF WARRANTIES; NON-RECOURSE.

8.1 BUYER EXPRESSLY AGREES THAT THE ASSIGNMENT OF THE SOLD PROPERTY AND THE SALE OF THE EQUIPMENT INTEREST IS ON AN "AS-IS, WHERE-IS" BASIS. EXCEPT AS SPECIFICALLY SET FORTH HEREIN, SELLER SHALL NOT BE DEEMED TO HAVE MADE, AND SELLER HEREBY DISCLAIMS, ANY REPRESENTATION OR WARRANTY, EITHER EXPRESS OR IMPLIED, AS TO ANY MATTER WHATSOEVER, INCLUDING, WITHOUT LIMITATION: (a) THE DESIGN OR CONDITION OF THE EQUIPMENT, ITS MERCHANTABILITY OR ITS FITNESS FOR ANY PARTICULAR PURPOSE, THE QUALITY OF THE MATERIAL OR WORKMANSHIP OF THE EQUIPMENT, ITS VALUE OR CONFORMITY OF THE EQUIPMENT TO THE PROVISIONS AND SPECIFICATIONS OF ANY PURCHASE AGREEMENT OR AGREEMENTS RELATING THERETO; OR (b) THE ENFORCEABILITY OF ANY OBLIGATIONS OF LESSEE OR ANY OTHER OBLIGOR UNDER THE CHATTEL PAPER OR ANY RELATED DOCUMENTS; OR (c) THE VALIDITY OF ANY AMOUNTS DUE AND PAYABLE BY LESSEE OR ANY OTHER OBLIGOR UNDER THE CHATTEL PAPER OR ANY RELATED DOCUMENTS; OR (d) THE VALIDITY, EXTENT, ENFORCEABILITY, PRIORITY OR PERFECTION OF ANY OWNERSHIP INTEREST OR SECURITY INTEREST IN THE EQUIPMENT; (e) THE CHARACTERIZATION OF THE TRANSACTION UNDER THE CHATTEL PAPER AS A "TRUE LEASE" OR A "LEASE INTENDED AS A SECURITY AGREEMENT", OR A CONDITIONAL OR INSTALLMENT SALE AGREEMENT; (f) ANY RESIDUAL RIGHTS IN THE EQUIPMENT UNDER THE CHATTEL PAPER; OR (g) THE OCCURRENCE OR NON-OCCURRENCE OF ANY DEFAULT OR EVENT OF DEFAULT UNDER THE CHATTEL PAPER OR ANY RELATED DOCUMENT.

8.2 FOR PURPOSES OF THIS AGREEMENT, THE RELATIONSHIP BETWEEN SELLER AND BUYER IS AND SHALL BE THAT OF A PURCHASER AND A SELLER OF A PROPERTY INTEREST AND NOT THAT OF A DEBTOR AND CREDITOR.

8.3 Buyer has reviewed to its complete satisfaction the Chattel Paper, all Related Documents and such other information as Buyer deems necessary or desirable in order to make an informed and independent credit decision with respect to Lessee and the Sold Property. Seller makes no representation or warranty, and assumes no responsibility with respect to, the tax or accounting treatment or consequences of the transactions

contemplated by this Agreement or the Chattel Paper. Seller makes no representation or warranty and assumes no responsibility with respect to the value of any of the Equipment, the value of the Chattel Paper, or the solvency, financial condition or future financial condition of the Buyer, CEPP, or any other obligor or the performance or observance by the Lessee or any other obligor of any of their respective obligations under the Chattel Paper or under any Related Document, it being agreed that neither Buyer nor any of Buyer's successors or assigns shall have any recourse whatsoever to Seller or to any of Seller's successors or assigns for any deficiency, damage or liability arising out of or resulting from the occurrence of an event of default under the Chattel Paper. Buyer (a) is a sophisticated party with respect to the purchase of the Sold Property, (b) is able to bear the economic risk associated with the purchase of the Sold Property, and (c) has such knowledge and experience, and has made investments of a similar nature, so as to be aware of the risks and uncertainties inherent in the purchase of rights and assumption of liabilities of the type contemplated in this Agreement. Except as otherwise provided in this Agreement, Buyer has not relied and will not rely on Seller to furnish or make available any documents or other information regarding the credit, affairs, financial condition or business of or any other matter concerning Buyer, CEPP or the Sold Property. Buyer acknowledges that Seller has not given Buyer any investment advice, credit information or opinion on whether the purchase of the Sold Property is prudent.

8.4 Seller and Buyer acknowledge that each currently may have, and later may come into possession of, information with respect to the Sold Property or the rights and interests assigned hereunder, that is not known to the other party and that may be material to a decision to enter into this Agreement and be bound hereunder ("Excluded Information"). Each of Seller and Buyer has determined to enter into this Agreement and to be bound hereunder notwithstanding its lack of knowledge of the Excluded Information. Neither Seller nor Buyer shall have liability to the other party, and each party releases and waives any claims that it might have against the other party, with respect to or arising from the nondisclosure of Excluded Information.

8.5 Neither Buyer nor any of its officers, directors, agents, partners, members, controlling entities and employees: (a) is a country, individual or entity named on the Specifically Designated National and Blocked Persons list issued by the Office of Foreign Asset Control of the Department of the Treasury of the United States of America; or (b) is a party to or is otherwise involved in any present litigation or other administrative or adversarial proceedings affecting Seller or any of its affiliates.

8.6 Buyer and Seller agree that prior to the date of this Agreement, each has been independently represented in the CEPP Bankruptcy by counsel, and has taken such action as each deemed appropriate to protect its interests therein. Buyer and Seller make no representations, covenants or warranties, whatsoever, regarding the CEPP Bankruptcy or any effects it, or any proceedings relating thereto, has, has had or shall have, on the Sold Property or this Agreement, it being the sole and exclusive duty of each of Buyer and Seller to ascertain such information relating to the CEPP Bankruptcy as it deems appropriate to appreciate the consequences of the CEPP Bankruptcy on the Sold Property or this Agreement.

Section 9. INDEMNITIES. (a) Seller hereby indemnifies Buyer, its representatives, directors, officers and shareholders, and their respective successors and assigns, and agrees to hold such parties harmless, from any and all claims, demands, actions, suits, proceedings, liabilities, obligations, losses, damages, injuries, penalties, costs and expenses (including reasonable attorneys fees and expenses), which result from or arise out of (i) the incorrectness of any representation or warranty by Seller contained in this Agreement, (ii) the breach by Seller of any of the covenants or agreements contained in this Agreement, or (iii) the failure by Seller to have duly paid, performed and/or discharged its obligations and liabilities under the Chattel Paper and/or Related Documents prior to the Effective Date. (b) Buyer hereby indemnifies Seller, its representatives, directors, officers and shareholders, and their respective successors and assigns, and agrees to hold such parties harmless from any and all claims, demands, actions, suits, proceedings, liabilities, obligations, losses, damages, injuries, penalties, costs and expenses (including reasonable attorneys fees and expenses), which result from or arise out of (i) the incorrectness of any representation or warranty by Buyer contained in this Agreement, (ii) the breach by Buyer of any of the covenants or agreements contained in this Agreement, (iii) the failure by Buyer to duly pay, perform and/or discharge its obligations and liabilities under the Chattel Paper and/or Related Documents which are expressly assumed hereunder and to be performed by Buyer on or after the Effective Date, (iv) any action commenced or demand made by CEPP or Buyer, any of their respective creditors, or any trustee, creditors committee or other legal representative of either of their interests, in or outside of bankruptcy proceedings, including the CEPP Bankruptcy, and including any action commenced or demand made to avoid any interest of Seller in any of the Sold Property or to recover any sums, whatsoever, previously paid to or received by Seller on account of, or relating to, the Sold Property, or (v) any

assessments or taxes of a Governmental Authority for any period, either prior or subsequent to the Effective Date, whether or not such assessments or taxes are made the basis of a lien in favor of such Governmental Authority, or which may arise from the transaction made the basis of this Agreement.

Section 10. MISCELLANEOUS. This Agreement represents the final, complete and entire agreement between the parties hereto. The provisions of this Agreement shall not be modified, amended or waived, orally or by course of conduct, but only by written instrument referring hereto and executed by the parties hereto. All section headings of this Agreement are inserted for convenience only and shall not be deemed to constitute a part hereof. This Agreement shall be deemed to have been made in and shall be governed by and interpreted in accordance with the laws of the State of Ohio. If any provision of this Agreement is invalid or in contravention of any applicable law or regulation, such provision shall be severable without affecting the validity or enforceability of any other provisions of this Agreement. This Agreement shall be binding upon and shall inure to the benefit of Seller and Buyer and their respective successors and assigns. In the negotiations leading up to this Agreement, Seller and Buyer have had sufficient time to consider all terms of this Agreement and the alternatives to this Agreement, during which time they have retained counsel and are fully prepared and willing to sign this Agreement and be legally bound hereby. Seller and Buyer have freely and thoroughly considered all their options and enter into this Assignment knowingly and voluntarily. Each party has had equal opportunity to negotiate the terms of this Agreement, and Seller is preparing the draft merely for the convenience of the parties. The identity of the party preparing this Agreement shall have no effect on the interpretation hereof. This Agreement may be executed in any number of counterparts and by each party hereto on separate counterparts, each of which when so executed and delivered shall be an original, but all of which together shall constitute one and the same instrument, and it shall not be necessary in making proof of this Agreement to produce or account for more than one such counterpart. For purposes of this Agreement, facsimile and electronic signatures shall also constitute originals.

ALL PARTIES TO THIS AGREEMENT VOLUNTARILY, KNOWINGLY, IRREVOCABLY AND UNCONDITIONALLY WAIVE ALL RIGHTS TO TRIAL BY JURY, IN ANY ACTION, PROCEEDING OR COUNTERCLAIM BROUGHT BY ANY PARTY AGAINST ANY OTHER PARTY ON ANY MATTER WHATSOEVER ARISING OUT OF, IN CONNECTION WITH OR IN ANY WAY RELATED TO THIS AGREEMENT.

CHASE EQUIPMENT LEASING INC.
("Seller")

By: *Richard W. West*

Title: SVP

CARLISLE ENGINEERED PRODUCTS, INC.
("Buyer")

By: *Michael Robinson*

Title: ASSISTANT SECRETARY

ACKNOWLEDGEMENT AND AGREEMENT

For good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the undersigned hereby: (i) acknowledges and consents to the foregoing "Assignment of Chattel Paper Agreement" and the Assignment Schedule that is made a part thereof (collectively, the "Agreement") and to the Buyer's performance of all agreements, covenants, and other obligations in respect of the Agreement; and (ii) agrees to be bound by (and agrees to comply with and fulfill all agreements, covenants, and other obligations of Buyer in respect of) Sections 6 and 9 of the Agreement.

CARLISLE COMPANIES INCORPORATED

By: Michael Roman

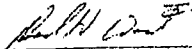
Title: ASSISTANT SECRETARY

ASSIGNMENT SCHEDULE

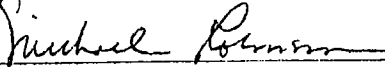
This Assignment Schedule, made by Seller and Buyer, is attached to the Assignment of Chattel Paper Agreement dated as of December 18, 2006 ("Agreement") between the parties hereto. Terms defined in the Agreement shall have the same meaning when used herein.

1. ORIGINAL LESSEE: Carlisle Engineered Products, Inc.
2. CHATTEL PAPER: Lease Schedule No. 1000108960 to Master Lease Agreement dated August 28, 1998 between Banc One Leasing Corporation, as lessor, and the above Lessee, as lessee.
3. DOCUMENTS: Seller hereby delivers to Buyer the original documents or certified copies of such documents which are set forth on Schedule A attached hereto, which shall constitute the Chattel Paper and Related Documents.
4. PURCHASE PRICE: \$3,328,343.42 plus applicable taxes, payable by Buyer to Seller on the Effective Date.
5. EQUIPMENT INTEREST IS AN OWNERSHIP INTEREST. Under the Chattel Paper, the "Equipment Interest" of Seller is an ownership interest in the Equipment.
6. GENERAL. Buyer and Seller irrevocably and unconditionally (a) re-affirm all of the representations, warranties, covenants, terms and conditions of the Agreement, and (b) agree that this Assignment Schedule is hereby made a part of the Agreement.
7. EFFECTIVE DATE: December 18, 2006

CHASE EQUIPMENT LEASING INC.
("Seller")

By: 
Title: SVP

Carlisle Engineered Products, Inc.
("Buyer")

By: 
Title: ASSISTANT SECRETARY

SCHEDULE A
Documents

Lease Schedule No. 1000108960 together with its Schedule A-1

Master Lease Agreement dated August 28, 1998, but only to the extent it relates to the above Lease Schedule, and the following related documents:

Purchase, Return or Renew Addendum dated as of February 21, 2001, together with Exhibit A
Maintenance and Return Provisions dated as of February 21, 2001

Security Agreement dated as of February 21, 2001, together with Exhibits A, B and C

Master Lease Addendum dated as of December 14, 2000

Consent and Waiver By Owner, Landlord or Mortgagee of Real Estate