

LEASE AGREEMENT

between

NL VENTURES V CARLISLE, L.P.

as Lessor

and

CEP ACQUISITION, LLC,

as Lessee

TABLE OF CONTENTS

Page

ARTICLE I

Section 1.01	Lease of Premises; Title and Condition.....	1
Section 1.02	Use.....	2
Section 1.03	Term.....	2
Section 1.04	Rent.....	2

ARTICLE II

Section 2.01	Maintenance and Repair	3
Section 2.02	Alterations, Replacements and Additions	4

ARTICLE III

Section 3.01	Severable Property.....	5
Section 3.02	Removal.....	5
Section 3.03	License of Incidental Rights	5

ARTICLE IV

Section 4.01	Lessee's Assignment and Subletting	5
Section 4.02	Transfer or Pledge by Lessor	6
Section 4.03	Assignment/Subletting Exceptions.....	6

ARTICLE V

Section 5.01	Net Lease	7
Section 5.02	Taxes and Assessments; Compliance With Law	8
Section 5.03	Liens	10
Section 5.04	Indemnification.....	10
Section 5.05	Permitted Contests	11
Section 5.06	Environmental Compliance	12

ARTICLE VI

Section 6.01	Procedure Upon Purchase.....	15
--------------	------------------------------	----

TABLE OF CONTENTS
(continued)

	Page
Section 6.02 Condemnation and Casualty	16
Section 6.03 Insurance	18
ARTICLE VII	
Section 7.01 Conditional Limitations; Default Provisions	20
Section 7.02 Bankruptcy or Insolvency	23
Section 7.03 Additional Rights of Lessor	23
ARTICLE VIII	
Section 8.01 Notices and Other Instruments	25
Section 8.02 Estoppel Certificates; Financial Information	26
ARTICLE IX	
Section 9.01 No Merger	27
Section 9.02 Surrender	27
Section 9.03 Time	27
Section 9.04 Separability; Binding Effect; Governing Law	27
Section 9.05 Table of Contents and Headings; Internal References	28
Section 9.06 Counterparts	28
Section 9.07 Lessor's Liability	28
Section 9.08 Amendments and Modifications	28
Section 9.09 Additional Rent	28
Section 9.10 Consent of Lessor	29
Section 9.11 Quiet Enjoyment	29
Section 9.12 Holding Over	29
Section 9.13 Compliance with Terrorism Laws	29
Section 9.14 Financing	30
Section 9.15 Subordination, Non-Disturbance and Attornment	30
Section 9.16 Disclaimer of Purchase Rights	30
Section 9.17 Security Deposit	30

TABLE OF CONTENTS
(continued)

	Page
Section 9.18 Collateral Access Agreement	31
Section 9.19 Fair Market Value.....	31
Section 9.20 Short Form Memorandum of Lease.....	32
Section 9.21 Intentionally Deleted.....	32
Section 9.22 Brokers.....	32
Section 9.23 Waiver of Jury Trial.....	33
Section 9.24 No Partnership	33
Section 9.25 No Construction Against Drafter.....	33
Section 9.26 Option to Purchase.....	33
EXHIBIT A LEGAL DESCRIPTION OF LAND	1
EXHIBIT B PERMITTED EXCEPTIONS	1
EXHIBIT C BASIC RENT SCHEDULE	1
EXHIBIT D SEVERABLE PROPERTY	1
EXHIBIT D-1 EXCLUDED PROPERTY	1
EXHIBIT E COLLATERAL ACCESS AGREEMENT	1

LEASE AGREEMENT

THIS LEASE AGREEMENT (this "Lease") dated as of August 17, 2005, is made and entered into between **NL VENTURES V CARLISLE, L.P.**, a Texas limited partnership ("Lessor"), and **CEP ACQUISITION, LLC**, an Ohio limited liability company ("Lessee").

ARTICLE I

Section 1.01 Lease of Premises; Title and Condition. Upon and subject to the terms and conditions herein specified, Lessor hereby leases to Lessee, and Lessee hereby leases from Lessor, the premises (the "Premises") consisting of:

(a) those parcels of land more particularly described in Exhibit A attached hereto and made a part hereof for all purposes having the following address 8707 Samuel Barton, Belleville, Michigan, together with all of Lessor's right, title and interest, if any, in and to all easements, rights-of-way, appurtenances and other rights and benefits associated with such parcel(s) of land and to all public or private streets, roads, avenues, alleys or passways, open or proposed, on or abutting such parcel(s) of land (collectively, the "Land"); and

(b) all of the buildings, structures, fixtures, facilities, installations and other improvements of every kind and description now or hereafter in, on, over and under the Land and all plumbing, gas, electrical, ventilating, lighting and other utility systems, ducts, hot water heaters, oil burners, domestic water systems, elevators, escalators, canopies, air conditioning systems and all other building systems and fixtures attached to or comprising a part of the buildings, including, but not limited to, all other building systems and fixtures necessary to the ownership, use, operation, repair and maintenance of the buildings, structures, fixtures, facilities, installations and other improvements of every kind, but excluding all Severable Property (as defined in Section 3.01 hereof) (collectively, the "Improvements").

The Premises are leased to Lessee in their present condition without representation or warranty by Lessor and subject to the rights of parties in possession, to the existing state of title, to all applicable Legal Requirements (as defined in Section 5.02(b)) now or hereafter in effect and to liens and encumbrances listed in Exhibit B attached hereto and made a part hereof (collectively, "Permitted Exceptions") for all purposes. Lessee has examined the Premises and title to the Premises and has found all of the same satisfactory for all purposes. LESSOR LEASES AND WILL LEASE AND LESSEE TAKES AND WILL TAKE THE PREMISES "AS IS", "WHERE-IS" and "WITH ALL FAULTS". LESSEE ACKNOWLEDGES THAT LESSOR (WHETHER ACTING AS LESSOR HEREUNDER OR IN ANY OTHER CAPACITY) HAS NOT MADE NOR SHALL LESSOR BE DEEMED TO HAVE MADE, ANY WARRANTY OR REPRESENTATION, EXPRESS OR IMPLIED, WITH RESPECT TO ANY OF THE PREMISES, INCLUDING ANY WARRANTY OR REPRESENTATION AS TO (i) ITS FITNESS, DESIGN OR CONDITION FOR ANY PARTICULAR USE OR PURPOSE, (ii) THE QUALITY OF THE MATERIAL OR WORKMANSHIP THEREIN, (iii) THE EXISTENCE OF ANY DEFECT, LATENT OR PATENT, (iv) LESSOR'S TITLE THERETO, (v) VALUE, (vi) COMPLIANCE WITH SPECIFICATIONS, (vii) LOCATION, (viii) USE, (ix) CONDITION, (x)

MERCHANTABILITY, (xi) QUALITY, (xii) DESCRIPTION, (xiii) DURABILITY, (xiv) OPERATION, (xv) THE EXISTENCE OF ANY HAZARDOUS SUBSTANCE, HAZARDOUS CONDITION OR HAZARDOUS ACTIVITY OR (xvi) COMPLIANCE OF THE PREMISES WITH ANY LAW; AND ALL RISKS INCIDENT THERETO ARE TO BE BORNE BY LESSEE. LESSEE ACKNOWLEDGES THAT THE PREMISES ARE OF ITS SELECTION AND TO ITS SPECIFICATIONS AND THAT THE PREMISES HAVE BEEN INSPECTED BY LESSEE AND IS SATISFACTORY TO LESSEE. IN THE EVENT OF ANY DEFECT OR DEFICIENCY IN ANY OF THE PREMISES OF ANY NATURE, WHETHER LATENT OR PATENT, LESSOR SHALL NOT HAVE ANY RESPONSIBILITY OR LIABILITY WITH RESPECT THERETO OR FOR ANY INCIDENTAL OR CONSEQUENTIAL DAMAGES (INCLUDING STRICT LIABILITY IN TORT). The provisions of this paragraph have been negotiated and are intended to be a complete exclusion and negation of any warranty by Lessor, express or implied, with respect to any of the Premises, arising pursuant to the Uniform Commercial Code or any other law now or hereafter in effect or arising otherwise.

Section 1.02 Use. Lessee may use the Premises as a manufacturing facility and uses incidental thereto, and for no other purpose. Lessee shall not knowingly use or occupy or permit any of the Premises to be used or occupied, nor knowingly do or permit anything to be done in or on any of the Premises, in a manner which would (i) make void or voidable or cause any insurer to cancel any insurance required by this Lease, or make it difficult or impossible to obtain any such insurance at commercially reasonable rates, (ii) make void or voidable, cancel or cause to be canceled or release any warranty, guaranty or indemnity running to the benefit of the Premises or Lessor, (iii) cause structural injury to any of the Improvements, (iv) constitute a public or private nuisance or waste; or (v) violate any Legal Requirements (as defined below).

Section 1.03 Term. This Lease shall be for an Interim Term, if any, beginning as of the date hereof and ending at midnight on the last day of the current month including the date hereof and a Primary Term of twenty (20) years beginning on September 1, 2005, and ending at midnight on August 31, 2025. The time period during which this Lease shall actually be in effect, including the Interim Term and the Primary Term, as any of the same may be terminated prior to their scheduled expiration pursuant to the provisions hereof, is referred to herein as the "Term". The term "Lease Year" shall mean, with respect to the first Lease Year, the period commencing on the date hereof and ending at midnight on August 31, 2006, and each succeeding twelve (12) month period during the Term.

Section 1.04 Rent. In consideration of this Lease, during the Term, Lessee shall pay to Lessor the amounts set forth in Exhibit C as annual basic rent for the Premises ("Basic Rent"). Lessee shall pay Basic Rent and all other sums payable to Lessor hereunder to Lessor (or, upon Lessor's request, to any mortgagee(s) or beneficiary(ies) identified by Lessor (whether one or more, the "Mortgagee") under any mortgages, deeds of trust or similar security instruments creating a lien on the interest of Lessor in the Premises (whether one or more, the "Mortgage")) by wire transfer, in immediately available funds, as follows:

Bank: LaSalle Bank, Chicago, Illinois
ABA Routing #: 071 000 505
Account Number: 5201 588 695
Account Name: NL Ventures V LP Rent Account
Bank Contact: Tom Borow @ 773-864-2583

or at such other address or to such other person as Lessor from time to time may designate. Lessor shall give Lessee not less than fifteen (15) days prior written notice of any change in the address to which such payments are to be made. If the party entitled to receive Basic Rent or such party's address shall change, Lessee may, until receipt of notice of such change from the party entitled to receive Basic Rent or other sums payable hereunder immediately preceding such change, continue to pay Basic Rent and other sums payable hereunder to the party to which, and in the manner in which, the preceding installment of Basic Rent or other sums payable hereunder, as the case may be, was paid. Such Basic Rent shall be paid in equal monthly installments in advance on the first day of each month, except for any Basic Rent due for the rental of the Premises during the Interim Term which shall be payable in advance on or before the date hereof. Any rental payment made in respect of a period which is less than one month shall be prorated by multiplying the then applicable monthly Basic Rent by a fraction the numerator of which is the number of days in such month with respect to which rent is being paid and the denominator of which is the total number of days in such month. Lessee shall perform all its obligations under this Lease at its sole cost and expense, and shall pay all Basic Rent, and other sums payable hereunder when due and payable, without notice or demand.

ARTICLE II

Section 2.01 Maintenance and Repair.

(a) Lessee acknowledges that it has received the Premises in the condition disclosed in the Property Condition Assessment (the "Property Condition Report"), prepared by ECS-Illinois, LLC and dated August 5, 2005. Lessee, at its own expense, agrees to repair or cause to be repaired all of the necessary repairs cited for repair in 2006 in the Estimated Capital Reserves Over The Term set forth in the Property Condition Report within ninety (90) days after the date hereof. If required by Mortgagee, Lessee shall pay into escrow an amount not to exceed one hundred percent (100%) of the estimated costs of the repairs required by this subsection. Lessee, at its own expense, will maintain all parts of the Premises in as good repair, appearance and condition as when received and will take all action and will make all structural and nonstructural, foreseen and unforeseen and ordinary and extraordinary changes and repairs which may be required to keep all parts of the Premises in as good repair and condition as when received (including, but not limited to, all painting, glass, utilities, conduits, fixtures and equipment, foundation, roof, exterior walls, heating and air conditioning systems, wiring, plumbing, sprinkler systems and other utilities, and all paving, sidewalks, roads, parking areas,

curbs and gutters and fences). Lessor, at its own expense, may retain an independent consultant to conduct annual inspections of the roof and the heating and air conditioning systems of the Premises and to provide Lessee and Lessor with a written report of its findings. Lessor, its contractors, subcontractors, servants, employees and agents, shall have the right to enter upon the Premises with prior notice (except in the event of an emergency, in which case no notice shall be required) to inspect same to ensure that all parts of the Premises are maintained in as good repair and condition as when received, and Lessee shall not be entitled to any abatement or reduction in rent by reason thereof. Lessor shall not be required to maintain, repair or rebuild all or any part of the Premises. Lessee waives the right to require Lessor to maintain, repair or rebuild all or any part of the Premises or make repairs at the expense of Lessor pursuant to any Legal Requirements, agreement, contract, covenant, condition or restrictions at any time.

(b) If all or any part of the Improvements shall encroach upon any property, street or right-of-way adjoining or adjacent to the Premises, or shall violate the agreements or conditions affecting the Premises or any part thereof, or shall hinder, obstruct or impair any easement or right-of-way to which the Premises are subject, or any improvement located on an adjoining or adjacent property to the Premises shall encroach onto the Premises, then, promptly after written request of Lessor (unless such encroachment, violation, hindrance, obstruction or impairment is a Permitted Exception) or of any person so affected, Lessee shall, at its expense, either (i) obtain valid and effective waivers or settlements of all claims, liabilities and damages resulting therefrom or (ii) if Lessor consents thereto, make such changes, including alteration or removal, to the Improvements and take such other action as shall be necessary to remove or eliminate such encroachments, violations, hindrances, obstructions or impairments. To the extent any easements are, in Lessor's good faith judgment, necessary for Lessee's use and occupancy of the Premises as contemplated by this Lease, upon Lessee's written request, Lessor will execute such easements.

Section 2.02 Alterations, Replacements and Additions. Lessee may, at its expense, make additions to and alterations of the Improvements, and construct additional Improvements, provided that (i) the fair market value, the utility, the square footage or the useful life of the Premises shall not be lessened thereby, (ii) such work shall be expeditiously completed in a good and workmanlike manner and in compliance with all applicable Legal Requirements and the requirements of all insurance policies required to be maintained by Lessee hereunder, (iii) no structural alterations shall be made to the Improvements or structural demolitions conducted in connection therewith unless Lessee shall have obtained Lessor's consent and furnished Lessor with such surety bonds or other security acceptable to Lessor as shall be reasonably acceptable to Lessor (but in no event greater than the cost of such alterations or demolitions), (iv) no additions, replacements or alterations (other than cosmetic, interior or nonstructural alterations) which cost in excess of \$100,000 shall be made unless prior written consent from Lessor and Mortgagee shall have been obtained, which consent shall not be unreasonably withheld or delayed, and (v) no Event of Default exists. Cosmetic, interior or nonstructural alterations (including demolition or construction of interior demising walls that are non-structural and non load-bearing) that cost \$100,000 or less shall not require prior written consent from Lessor or Mortgagee. All additions and alterations of the Premises, without consideration by Lessor, shall be and remain part of the Premises (not subject to removal upon termination) and the property of Lessor and shall be subject to this Lease. To the extent that Lessor shall fail to respond to any request for consent by

Lessee pursuant to this Section 2.02 within fifteen (15) days after receipt of such request, Lessee may make a second request for consent. If such second request states on its face that the consent of Lessor will be deemed given if not responded to within fifteen (15) days after receipt of such second request, Lessor's consent will be deemed given fifteen (15) days after Lessor receives such second request.

ARTICLE III

Section 3.01 Severable Property. Lessee may, at its expense, install, assemble or place on the Premises and remove and substitute any severable property used or useful in Lessee's business, all as more particularly described in Exhibit D attached hereto and made a part hereof for all purposes (collectively, the "Severable Property"). Upon the written request of Lessee, Lessor will subordinate any of its claims or interests in the Severable Property to the lienholders or lessors of such Severable Property.

Section 3.02 Removal. Lessee may remove the Severable Property at any time during the Term. Subject to any collateral access agreement with Lessee's lenders, any of Lessee's Severable Property not removed by Lessee prior to five (5) days after the expiration of this Lease or thirty (30) days after an earlier termination shall be considered abandoned by Lessee and may be appropriated, sold, destroyed or otherwise disposed of by Lessor without obligation to account therefor. Lessee will repair at its expense all damage to the Premises necessarily caused by the removal of Lessee's Severable Property, whether effected by Lessee or by Lessor.

Section 3.03 License of Incidental Rights. During the Term, Lessor hereby grants a license to Lessee for the use of the "Incidental Rights," "Plans" and "Property Agreements" that were conveyed to Lessor by and as defined in that certain Bill of Sale and Assignment of Incidental Rights and Plans of even date herewith.

ARTICLE IV

Section 4.01 Lessee's Assignment and Subletting. Lessee may, for its own account, assign this Lease or sublet the use of all or any part of the Premises for the Term of this Lease so long as no Event of Default shall exist hereunder and Lessee shall have obtained Lessor's and, if Mortgagee shall require, such Mortgagee's prior written consent to such assignment or sublease. Any transfer of all or substantially all of the assets or stock of Lessee, any merger of Lessee into another entity or of another entity into Lessee, or any transfer occurring by operation of law shall be deemed to constitute an assignment by Lessee of its interest hereunder for the purposes hereof. Each such assignment or sublease shall expressly be made subject to the provisions hereof. No such assignment or sublease shall modify or limit any right or power of Lessor hereunder or affect or reduce any obligation of Lessee hereunder, and all such obligations shall be those of Lessee and shall continue in full effect as obligations of a principal and not of a guarantor or surety, as though no subletting or assignment had been made, such liability of the Lessee named herein to continue notwithstanding any subsequent modifications or amendments of this Lease; provided, however, that (other than with respect to any modifications required by law or on account of bankruptcy or insolvency) if any modification or amendment is made without the consent of Lessee named herein, such modification or amendment shall be ineffective as against

Lessee named herein to the extent, and only to the extent, that the same shall increase the obligations of Lessee, it being expressly agreed that Lessee named herein shall remain liable to the full extent of this Lease as if such modification had not been made. Neither this Lease nor the Term hereby demised shall be mortgaged by Lessee, nor shall Lessee mortgage or pledge its interest in any sublease of the Premises or the rentals payable thereunder. Any sublease made otherwise than as expressly permitted by this Section 4.01 and any assignment of Lessee's interest hereunder made otherwise than as expressly permitted by this Section 4.01 shall be void. Lessee shall, within twenty (20) days after the execution of any assignment or sublease, deliver a conformed copy thereof to Lessor.

Section 4.02 Transfer or Pledge by Lessor. Lessor shall be free to transfer its fee interest in the Premises or any part thereof or interest therein, subject, however, to the terms of this Lease. Any such transfer shall relieve the transferor of all liability and obligation hereunder (to the extent of the interest transferred) accruing after the date of the transfer and any assignee shall be bound by the terms and provisions of this Lease. Lessor shall be free to pledge or mortgage its interest in the Premises and this Lease on the condition that either (i) this Lease shall be superior to such pledge or mortgage or (ii) if this Lease is to be subordinate to the mortgage of any Mortgagee, Lessee receives a non-disturbance agreement reasonably acceptable to Lessee from the holder of such pledge or mortgage.

Section 4.03 Assignment/Subletting Exceptions. Notwithstanding the provisions of Section 4.01, Lessee shall have the right to assign its interest in this Lease or sublet all or any portion of the Premises at any time without the consent of Lessor or Mortgagee to (i) the surviving entity of any merger or consolidation between Lessee and its parent, (ii) any Affiliate of Lessee, or (iii) to any person or entity who purchases substantially all of the assets of Lessee, so long as any proposed assignee or sublessee has a tangible net worth equal to or greater than the greater of (i) the tangible net worth of Lessee at such time, or (ii) \$10,000,000.00, as shown on such prospective assignee's or sublessee's balance sheet prepared in accordance with GAAP within three (3) months prior to such assignment or sublease. Provided, however, the exceptions afforded Lessee above in this Section shall be conditioned on the following:

- (a) Lessee is not then in monetary default or material non-monetary default beyond applicable notice and cure periods hereunder;
- (b) Lessor is provided a copy of such assignment or sublease;
- (c) Any subletting or assignment of the Premises shall be subject to the terms of this Lease and Lessee shall remain liable hereunder, as same may be amended from time to time;
- (d) Each sublease permitted under this Section shall contain provisions to the effect that (i) such sublease is only for actual use and occupancy by the sublessee; (ii) such sublease is subject and subordinate to all of the terms, covenants and conditions of this Lease and to all of the rights of Lessor hereunder; (iii) that any security deposit paid by sublessee shall be pledged to Lessor subject to the terms of the sublease and subject to Lessee's right to apply the security deposit in accordance with the sublease; and (iv) in the event this Lease shall terminate before the expiration of such sublease, the sublessee thereunder will, at Lessor's option, attorn to Lessor

and waive any rights the sublessee may have to terminate the sublease or to surrender possession thereunder, as a result of the termination of this Lease;

(e) Lessee agrees to pay, or to cause the assignee or sublessee, as applicable, to pay, on behalf of Lessor any and all reasonable out-of-pocket costs of Lessor, including reasonable attorneys' fees paid or payable to outside counsel, occasioned by such subletting or assignment. Further, Lessee agrees that Lessor shall in no event be liable for any leasing commissions, finish-out costs, rent abatements or other costs, fees or expenses incurred by Lessee in subleasing or assigning or seeking to sublease or assign its leasehold interest in the Premises, and Lessee agrees to indemnify, defend and hold harmless Lessor and its partners, and their respective officers, directors, shareholders, agents, employees and representatives from, against and with respect to any and all such commissions, costs, fees and expenses; and

(f) Such assignee agrees in writing to honor and perform all of the obligations of Lessee hereunder from and after the date of such assignment.

For the purposes of this Section, "Affiliate" shall be defined as with respect to any Person, any other Person that, directly or indirectly, controls or is controlled by or is under common control with such Person, and shall include the spouse of any natural person, with the term "control" and any derivatives thereof meaning the possession, directly or indirectly, of the power to direct or cause the direction of the management and policies of a Person, whether through ownership of voting securities, by contract, or otherwise. "Person" shall mean an individual, partnership, association, corporation or other entity.

ARTICLE V

Section 5.01 Net Lease.

(a) It is expressly understood and agreed by and between the parties that this Lease is an absolute net lease, and the Basic Rent and all other sums payable hereunder to or on behalf of Lessor shall be paid without notice or demand and without setoff, counterclaim, abatement, suspension, deduction or defense.

(b) Except as otherwise expressly provided in this Lease, this Lease shall not terminate, nor shall Lessee have any right to terminate this Lease or be entitled to the abatement of any rent or any reduction thereof, nor shall the obligations hereunder of Lessee be otherwise affected, by reason of any damage to or destruction of all or any part of the Premises from whatever cause, the taking of the Premises or any portion thereof by condemnation or otherwise, the prohibition, limitation or restriction of Lessee's use of the Premises, any default on the part of Lessor, any latent or other defect in any of the Premises, the breach of any warranty of any seller or manufacturer of any of the Improvements or Severable Property, any violation of any provision of this Lease by Lessor, the bankruptcy, insolvency, reorganization, composition, readjustment, liquidation, dissolution or winding-up of, or other proceeding affecting Lessor, the exercise of any remedy, including foreclosure, under any mortgage or collateral assignment, any action with respect to this Lease (including the disaffirmance hereof) which may be taken by Lessor, any trustee, receiver or liquidator of Lessor or any court under the Federal Bankruptcy

Code or otherwise, and market or economic changes, or interference with such use by any private person or corporation, or by reason of any eviction by paramount title resulting by a claim from Lessor's predecessor in title, or for any other cause whether similar or dissimilar to the foregoing, any present or future law to the contrary notwithstanding, it being the intention of the parties hereto that the rent and all other charges payable hereunder to or on behalf of Lessor shall continue to be payable in all events and the obligations of Lessee hereunder shall continue unaffected, unless the requirement to pay or perform the same shall be terminated pursuant to an express provision of this Lease. Nothing contained in this Section 5.01 shall be deemed a waiver by Lessee of any rights that it may have to bring a separate action with respect to any default by Lessor hereunder or under any other agreement.

(c) The obligations of Lessee hereunder shall be separate and independent covenants and agreements. Lessee covenants and agrees that it will remain obligated under this Lease in accordance with its terms, and that Lessee will not take any action to terminate, rescind or avoid this Lease, notwithstanding the bankruptcy, insolvency, reorganization, composition, readjustment, liquidation, dissolution, winding-up or other proceeding affecting Lessor or any assignee of Lessor in any such proceeding and notwithstanding any action with respect to this Lease which may be taken by any trustee or receiver of Lessor or of any assignee of Lessor in any such proceeding or by any court in any such proceeding.

(d) Except as otherwise expressly provided in this Lease, Lessee waives all rights now or hereafter conferred by law (i) to quit, terminate or surrender this Lease or the Premises or any part thereof or (ii) to any abatement, suspension, deferment or reduction of the rent, or any other sums payable hereunder to or on behalf of Lessor, regardless of whether such rights shall arise from any present or future constitution, statute or rule of law.

Section 5.02 Taxes and Assessments; Compliance With Law.

(a) Lessee shall pay, as additional rent, prior to delinquency, the following (collectively, "Taxes"): (i) all taxes, assessments, levies, fees, water and sewer rents and charges and all other governmental charges, general and special, ordinary and extraordinary, foreseen and unforeseen, which are, at any time prior to or during the Term imposed or levied upon or assessed against or which arise with respect to (A) the Premises, (B) any Basic Rent, additional rent or other sums payable hereunder, (C) this Lease or the leasehold estate hereby created or (D) the operation, possession or use of the Premises; (ii) all gross receipts or similar taxes (i.e., taxes based upon gross income which fail to take into account deductions with respect to depreciation, interest, taxes or ordinary and necessary business expenses, in each case relating to the Premises) imposed or levied upon, assessed against or measured by any Basic Rent, additional rent or other sums payable hereunder; (iii) all sales, value added, ad valorem, use and similar taxes at any time levied, assessed or payable on account of the leasing, operation, possession or use of the Premises; and (iv) all charges of utilities, communications and similar services serving the Premises. Notwithstanding the foregoing, "Taxes," as used herein, shall not include, and Lessee shall not be required to pay any franchise, estate, inheritance, transfer, income, capital gains or similar tax of or on Lessor unless such tax is imposed, levied or assessed in substitution for any other tax, assessment, charge or levy which Lessee is required to pay pursuant to this Section 5.02(a); provided, however, that if, at any time during the Term, the

method of taxation shall be such that there shall be assessed, levied, charged or imposed on Lessor a capital levy or other tax directly on the rents received therefrom, or upon the value of the Premises or any present or future improvement or improvements on the Premises, then all such levies and taxes or the part thereof so measured or based shall be included in the term "Taxes" and payable by Lessee, and Lessee shall pay and discharge the same as herein provided. Lessee will furnish to Lessor, promptly after request therefor, proof of payment of all items referred to above which are payable by Lessee. If any such assessment may legally be paid in installments, Lessee may pay such assessment in installments; in such event, Lessee shall be liable only for installments which become due and payable with respect to any tax period occurring in whole or in part during the Term hereof; provided, however, that all amounts referred to in this Section 5.02(a) for the fiscal or tax year in which the Term shall expire shall be apportioned so that Lessee shall pay those portions thereof which correspond with the portion of such year as are within the Term hereby demised.

(b) Lessee shall comply with and cause the Premises to comply with and shall assume all obligations and liabilities with respect to (i) all laws, ordinances and regulations and other governmental rules, orders and determinations presently in effect or hereafter enacted, made or issued, whether or not presently contemplated (collectively, "Legal Requirements"), as applied to the Premises or the ownership, operation, use or possession thereof and (ii) all contracts, insurance policies (including, without limitation, to the extent necessary to prevent cancellation thereof and to insure full payment of any claims made under such policies), agreements, covenants, conditions and restrictions now or hereafter applicable to the Premises or the ownership, operation, use or possession thereof (other than covenants, conditions and restrictions imposed by Lessor subsequent to the date of this Lease without the consent of Lessee), including, but not limited to, all such Legal Requirements, contracts, agreements, covenants, conditions and restrictions which require structural, unforeseen or extraordinary changes; provided, however, that, with respect to any of the obligations of Lessee in clause (ii) above which are not now in existence, Lessee shall not be required to so comply unless Lessee is either a party thereto or has given its written consent thereto, or unless the same is occasioned by Legal Requirements or Lessee's default (including any failure or omission by Lessee) under this Lease. Nothing in clause (ii) of the immediately preceding sentence or the following sentence shall modify the obligations of Lessee under Section 5.04 of this Lease.

(c) During the first Lease Year, Lessee shall, in addition to and concurrently with the payment of Basic Rent as required in subsection 1.04(a) hereof, pay that monthly amount (collectively, the "Initial Escrow Payments") necessary to have one hundred and ten percent (110%) of the total amount (as estimated by Lessor) of the annual Taxes on hand when next becoming due and payable with respect to the Premises. Thereafter, Lessee shall, in addition to and concurrently with the payment of Basic Rent as required in subsection 1.04(a) hereof, pay one-twelfth of the amount (as estimated by Lessor) of the annual Taxes (each such payment, an "Escrow Payment," and together with the Initial Escrow Payments, hereinafter collectively referred to as the "Escrow Payments") next becoming due and payable with respect to the Premises. Lessee shall also pay to Lessor on demand therefor the amount by which the actual Taxes exceed the payment by Lessee required in this subsection.

Section 5.03 Liens. Lessee will remove and discharge any charge, lien, security interest or encumbrance upon the Premises or upon any Basic Rent, additional rent or other sums payable hereunder which arises for any reason, including, without limitation, all liens which arise out of the possession, use, occupancy, construction, repair or rebuilding of the Premises or by reason of labor or materials furnished or claimed to have been furnished to Lessee or for the Premises, but not including (i) the Permitted Exceptions, (ii) this Lease and any assignment hereof or any sublease permitted hereunder and (iii) any mortgage, charge, lien, security interest or encumbrance created or caused by or through Lessor or its agents, employees or representatives without the consent of Lessee. Lessee may provide a bond or other security reasonably acceptable to Lessor (but in no event greater in amount than the amount of such encumbrance) to remove or pay all costs associated with the removal of any such lien, provided the conditions of Section 5.05 shall be satisfied. Nothing contained in this Lease shall be construed as constituting the consent or request of Lessor, express or implied, to or for the performance (on behalf of or for the benefit of Lessor) by any contractor, laborer, materialman or vendor, of any labor or services or for the furnishing of any materials for any construction, alteration, addition, repair or demolition of or to the Premises or any part thereof. NOTICE IS HEREBY GIVEN THAT LESSOR WILL NOT BE LIABLE FOR ANY LABOR, SERVICES OR MATERIALS FURNISHED OR TO BE FURNISHED TO LESSEE, OR TO ANYONE HOLDING AN INTEREST IN THE PREMISES OR ANY PART THEREOF THROUGH OR UNDER LESSEE, AND THAT NO MECHANIC'S OR OTHER LIENS FOR ANY SUCH LABOR, SERVICES OR MATERIALS SHALL ATTACH TO OR AFFECT THE INTEREST OF LESSOR IN AND TO THE PREMISES UNLESS BY OR THROUGH LESSOR OR ITS AGENTS, EMPLOYEES OR REPRESENTATIVES.

Section 5.04 Indemnification.

(a) Except for the gross negligence or willful misconduct of any Indemnified Party (as defined herein), Lessee shall defend all actions against Lessor and any partner, officer, director, member, employee or shareholder of the foregoing (collectively, "Indemnified Parties"), with respect to, and shall pay, protect, indemnify and save harmless the Indemnified Parties from and against, any and all liabilities, losses, damages, costs, expenses (including, without limitation, reasonable attorneys' fees and expenses), causes of action, suits, claims, demands or judgments of any nature arising from (i) injury to or death of any person, or damage to or loss of property, on or about the Premises, or connected with the use, condition or occupancy of any thereof, (ii) default by Lessee under this Lease, (iii) use, act or omission of Lessee or its agents, contractors, licensees, sublessees or invitees, (iv) contest referred to in Section 5.05 of this Lease, and (v) liens against the Premises in violation of Section 5.03 of this Lease. LESSEE UNDERSTANDS AND AGREES THAT THE FOREGOING INDEMNIFICATION OBLIGATIONS OF LESSEE ARE EXPRESSLY INTENDED TO AND SHALL INURE TO THE BENEFIT OF THE INDEMNIFIED PARTIES EVEN IF SOME OR ALL OF THE MATTERS FOR WHICH SUCH INDEMNIFICATION IS PROVIDED ARE CAUSED OR ALLEGED TO HAVE BEEN CAUSED BY THE SOLE, SIMPLE, JOINT OR CONCURRENT NEGLIGENCE OR STRICT LIABILITY OF ANY OF THE INDEMNIFIED PARTIES, BUT NOT TO THE EXTENT CAUSED BY THE INDEMNIFIED PARTIES' GROSS NEGLIGENCE OR WILLFUL MISCONDUCT. The obligations of Lessee under this Section 5.04 shall survive any termination, expiration, rejection in bankruptcy, or assumption in

bankruptcy of this Lease. Notwithstanding the foregoing, Lessee shall not be liable under this Section 5.04 to the extent any of the liabilities, losses, damages, costs, expenses (including, without limitation, reasonable attorneys' fees and expenses), causes of action, suits, claims, demands or judgments arise out of the negligence or willful misconduct of an Indemnified Party while physically present on the Premises.

(b) The rights and obligations of Lessor and Lessee with respect to claims by Lessor against Lessee brought pursuant to this Section 5.04 and Section 5.06 shall be subject to the following conditions:

(i) If Lessor receives notice of the assertion of any claim in respect of which it intends to make an indemnification claim under this Section 5.04 or Section 5.06, Lessor shall promptly provide written notice of such assertion to Lessee; provided that failure of Lessor to give Lessee prompt notice as provided herein shall not relieve Lessee of any of its obligations hereunder, except to the extent the Lessee is prejudiced by such failure. The notice shall describe in reasonable detail the nature of the claim and the basis for an indemnification claim under Section 5.04 or Section 5.06, and shall be accompanied by all papers and documents which have been served upon Lessor and such other documents and information as may be appropriate to an understanding of such claim and the liability of Lessee to indemnify Lessor hereunder. Except as required by law, the Lessor shall not answer or otherwise respond to such claim or take any other action which may prejudice the defense thereof unless and until Lessee has been given the opportunity to assume the defense thereof as required by this Section 5.04 and refused to do so.

(ii) Upon receipt of an indemnification notice under this Section 5.04, the Lessee shall have the right, but not the obligation, to promptly assume and take exclusive control of the defense, negotiation and/or settlement of such claim; provided, however, that if the representation of both parties by Lessee would be inappropriate due to actual or potential differing interests between them, then the Lessee shall not be obligated to assume such defense, but such conflict shall not lessen Lessee's indemnity obligation hereunder. In the event of a conflict of interest or dispute or during the continuance of an Event of Default, Lessor shall have the right to select counsel, and the cost of such counsel shall be paid by Lessee. The parties acknowledge that, with respect to claims for which insurance is available, the rights of the parties to select counsel for the defense of such claims shall be subject to such approval rights as the insurance company providing coverage may have.

(iii) The party controlling the defense of a claim shall keep the other party reasonably informed at all stages of the defense of such claim. The party not controlling the defense of any claim shall have the right, at its sole cost and expense, to participate in, but not control, the defense of any such claim. Each party shall reasonably cooperate with the other in the defense, negotiation and/or settlement of any such claim. In connection with any defense of a claim undertaken by Lessee, Lessor shall provide Lessee, and its counsel, accountants and other representatives, with reasonable access to relevant books and records and make available such personnel of Lessor as Lessee may reasonably request.

Section 5.05 Permitted Contests.

(a) Lessee, at its expense, may contest, by appropriate legal proceedings conducted in good faith and with due diligence, any Legal Requirements with which Lessee is required to comply pursuant to Section 5.02(b) or any Environmental Law under Section 5.06, or the amount or validity or application, in whole or in part, of any tax, assessment or charge which Lessee is obligated to pay or any lien, encumbrance or charge not permitted by Sections 2.01, 2.02, 5.02(a), 5.03 and 6.02, provided that unless Lessee has already paid such tax, assessment or charge (i) the commencement of such proceedings shall suspend the enforcement or collection thereof against or from Lessor and against or from the Premises, (ii) neither the Premises nor any rent therefrom nor any part thereof or interest therein would be in any danger of being sold, forfeited, attached or lost, (iii) Lessee shall have furnished such security, if any, as may be required in the proceedings and as may be reasonably required by Lessor, and (iv) if such contest be finally resolved against Lessee, Lessee shall promptly pay the amount required to be paid, together with all interest and penalties accrued thereon. Lessor, at Lessee's expense, shall execute and deliver to Lessee such authorizations and other documents as reasonably may be required in any such contest. Lessee shall indemnify and save Lessor harmless against any cost or expense of any kind that may be imposed upon Lessor in connection with any such contest and any loss resulting therefrom. Notwithstanding any other provision of this Lease to the contrary, Lessee shall not be in default hereunder in respect to the compliance with any Legal Requirements with which Lessee is obligated to comply pursuant to Section 5.02(b), any Environmental Law under Section 5.06, or in respect to the payment of any tax, assessment or charge which Lessee is obligated to pay or any lien, encumbrance or charge not permitted by Section 2.01, 2.02, 5.02(a), 5.03 and 6.02 which Lessee is in good faith contesting.

(b) Without limiting the provisions of Section 5.05(a), so long as no Event of Default exists and the conditions set forth in Section 5.05(a) are satisfied, Lessor hereby irrevocably appoints Lessee as Lessor's attorney-in-fact solely for the purpose of prosecuting a contest of any tax, assessment or charge which Lessee is obligated to pay. Such appointment is coupled with an interest. Notwithstanding the foregoing appointment, if Lessee determines it to be preferable in prosecution of a contest of a tax, assessment or charge, upon Lessee's prior request, Lessor shall execute the real estate tax complaint and/or other documents reasonably needed by Lessee to prosecute the complaint as to such tax, assessment or charge and return same to Lessee within ten (10) days. In such event, Lessee shall pay all of Lessor's costs and expenses in connection therewith, including, without limitation, reasonable attorneys' fees and Lessee shall arrange for preparation of such documentation at Lessee's sole cost and expense.

Section 5.06 Environmental Compliance.

(a) For purposes of this Lease:

(i) the term "*Environmental Laws*" shall mean and include the Resource Conservation and Recovery Act, as amended by the Hazardous and Solid Waste Amendments of 1984, the Comprehensive Environmental Response, Compensation and Liability Act, the Hazardous Materials Transportation Act, the Toxic Substances Control Act, the Federal Insecticide, Fungicide and Rodenticide Act and all applicable federal, state and local environmental laws, ordinances, rules, requirements, regulations and publications, as any of the foregoing may have been or may be from time to time amended, supplemented or supplanted and

any and all other federal, state or local laws, ordinances, rules, requirements, regulations and publications, now or hereafter existing, relating to (i) the preservation or regulation of the public health, welfare or environment, (ii) the regulation or control of toxic or hazardous substances or materials, or (iii) any wrongful death, personal injury or property damage that is caused by or related to the presence, growth, proliferation, reproduction, dispersal, or contact with any biological organism or portion thereof (living or dead), including molds or other fungi, bacteria or other microorganisms or any etiologic agents or materials; and

(ii) the term "*Regulated Substance*" shall mean and include any, each and all substances, biological and etiologic agents or materials now or hereafter regulated pursuant to any Environmental Laws, including, but not limited to, any such substance, biological or etiological agent or material now or hereafter defined as or deemed to be a "regulated substance," "pesticide," "hazardous substance" or "hazardous waste" or included in any similar or like classification or categorization thereunder.

(b) Lessee shall:

(i) not cause or permit any Regulated Substance to be placed, held, located, released, transported or disposed of on, under, at or from the Premises in violation of Environmental Laws;

(ii) contain at or remove from the Premises, or perform any other necessary remedial action regarding, any Regulated Substance in any way affecting the Premises if, as and when such containment, removal or other remedial action is required under any Legal Requirements and, whether or not so required, shall perform any containment, removal or remediation of any kind involving any Regulated Substance in any way materially adversely affecting the Premises in compliance with all Legal Requirements and, upon reasonable request of Lessor after consultation with Lessee (which request may be given only if Lessor has received information such that it reasonably believes that environmental contamination exists which may have a material adverse effect on the Premises), shall arrange a Site Assessment (as such term is defined in Section 5.06(c)), or such other or further testing or actions as may be required by Legal Requirements or as may be mutually agreed to by Lessor and Lessee, to be conducted at the Premises by qualified companies retained by Lessee specializing in environmental matters and reasonably satisfactory to Lessor in order to ascertain compliance with all Legal Requirements and the requirements of this Lease, all of the foregoing to be at Lessee's sole cost and expense;

(iii) provide Lessor with written notice (and a copy as may be applicable) of any of the following within ten (10) days of receipt thereof: (A) Lessee's obtaining knowledge or notice of any kind of the material presence, or any actual or threatened release, of any Regulated Substance in any way materially adversely affecting the Premises; (B) Lessee's receipt or submission, or Lessee's obtaining knowledge or notice of any kind, of any report, citation, notice or other communication from or to any federal, state or local governmental or quasi-governmental authority regarding any Regulated Substance in any way materially adversely affecting the Premises; or (C) Lessee's obtaining knowledge or notice of any kind of the incurrence of any cost or expense by any federal, state or local governmental or quasi-

governmental authority or any private party in connection with the assessment, monitoring, containment, removal or remediation of any kind of any Regulated Substance in any way materially adversely affecting the Premises, or of the filing or recording of any lien on the Premises or any portion thereof in connection with any such action or Regulated Substance in any way materially adversely affecting the Premises; and

(iv) in addition to the requirements of Section 5.04 hereof, defend all actions against the Indemnified Parties and Mortgagee and pay, protect, indemnify and save harmless the Indemnified Parties and Mortgagee from and against any and all liabilities, losses, damages, costs, expenses (including, without limitation, reasonable attorneys' fees and expenses), causes of action, suits, claims, demands or judgments of any nature relating to any Environmental Laws, Regulated Substances or other environmental matters concerning the Premises; except to the extent caused by or through Lessor, Mortgagee, or their agents, employees or representatives. The indemnity contained in this Section 5.06 shall survive the expiration or earlier termination of this Lease, unless at such time Lessee provides Lessor a Site Assessment (as defined below) acceptable to Lessor showing the Premises to be free of Regulated Substances and not in violation of Environmental Laws and that there exists no condition which could result in any violations of Environmental Laws.

(c) Upon reasonable cause and prior written notice from Lessor, Lessee shall permit such reasonably qualified persons as Lessor may designate ("Site Reviewers") to visit the Premises and perform environmental site investigations and assessments ("Site Assessments") on the Premises for the purpose of determining whether there exists on the Premises any Regulated Substance or violation of Environmental Laws or any condition which could result in any violations of Environmental Laws. Such Site Assessments may include both above and below the ground environmental testing for violations of Environmental Laws and such other tests as may be necessary, in the reasonable opinion of the Site Reviewers, to conduct the Site Assessments. Lessee shall supply to the Site Reviewers such historical and operational information regarding the Premises as may be reasonably requested by the Site Reviewers to facilitate the Site Assessments, and shall make available for meetings with the Site Reviewers appropriate personnel having knowledge of such matters. The cost of performing and reporting a Site Assessment shall be paid by Lessee.

If any violation of Environmental Laws occurs or is found to exist and, in Lessor's reasonable judgment based upon the written bids of reputable environmental professionals, the cost of remediation of, or other response action with respect to, the same is likely to exceed \$100,000, Lessee shall provide to Lessor, within ten (10) days after Lessor's request therefor, adequate financial assurances that Lessee will effect such remediation in accordance with applicable Environmental Laws. Such financial assurances shall be a bond or letter of credit reasonably satisfactory to Lessor in form and substance and in an amount equal to Lessors' reasonable estimate, based upon a Site Assessment performed pursuant to this Section 5.06(c), of the anticipated cost of such remedial action. Notwithstanding any other provision on this Lease, if a violation of Environmental Laws occurs or is found to exist and the Term would otherwise terminate or expire, and the Premises cannot be rented to another lessee on commercially reasonable terms during the remedial action, then, at the option of Lessor, the Term shall be automatically extended beyond the date of termination or expiration and this Lease shall remain

in full force and effect beyond such date until the earlier to occur of (i) the completion of all remedial action in accordance with applicable Environmental Laws, or (ii) the date specified in a written notice from Lessor to Lessee terminating this Lease.

If Lessee fails to correct any violation of Environmental Laws which occurs or is found to exist, Lessor shall have the right (but no obligation) to take any and all actions as Lessor shall reasonably deem necessary or advisable in order to cure such violation of Environmental Laws.

All future leases, subleases or concession agreements permitted by this Lease relating to the Premises entered into by Lessee shall contain covenants of the other party not to knowingly at any time (i) cause any violation of Environmental Laws to occur or (ii) permit any Person occupying the Premises through said subtenant or concessionaire to knowingly cause any violation of Environmental Laws to occur.

ARTICLE VI

Section 6.01 Procedure Upon Purchase.

(a) If Lessee shall purchase the Premises pursuant to Sections 9.26 or 6.02(b) of this Lease, Lessor shall convey or cause to be conveyed title thereto by special warranty deed (or its jurisdictional equivalent), free of any mortgage imposed by Lessor and subject only to this Lease, the lien of any taxes, exceptions subject to which the Premises were conveyed to Lessor, exceptions created or consented to or existing by reason of any action or inaction by Lessee and all Legal Requirements.

(b) Upon the date fixed for any purchase of the Premises pursuant to Sections 9.26 or 6.02(b) of this Lease, Lessee shall pay to Lessor the purchase price therefor specified herein in immediately available funds, together with all Basic Rent, additional rent and other sums then due and payable hereunder to and including such date of purchase, and there shall be delivered to Lessee a deed or other conveyance of the interests in the Premises then being sold to Lessee and any other instruments reasonably necessary to evidence the conveyance of title thereto described in Section 6.01(a) and to assign any other property then required to be assigned by Lessor pursuant hereto. Lessee acknowledges and understands that any conveyance of the Premises by Lessor to Lessee shall be made on an "As-Is," "Where-Is" and "With All Faults" basis, and without any representations or warranties, express, implied or statutory as to the Premises' habitability, suitability, marketability, value, fitness for any particular use or purpose, the absence or presence of any latent or patent defects at or within the Premises, or the compliance of the Premises with any Legal Requirements (including, without limitation, any Environmental Laws), and the deed by which Lessor conveys the Premises to Lessee shall contain express language to such effect.

(c) There shall be no adjustments at the closing of a purchase pursuant to this Section 6.01. Lessee shall pay all charges incident to such conveyance and assignment, including, without limitation, reasonable counsel fees, escrow fees, recording fees, title insurance premiums and all applicable transfer taxes (not including any income, capital gain or franchise taxes of Lessor) which may be imposed by reason of such conveyance and assignment and the

delivery of said deed or conveyance and other instruments. Upon the completion of any purchase of the entire Premises (but not of any lesser interest than the entire Premises) but not prior thereto (whether or not any delay or failure in the completion of such purchase shall be the fault of Lessor), this Lease shall terminate, except with respect to obligations and liabilities of Lessee hereunder, actual or contingent, which have arisen on or prior to such completion of purchase or which specifically survive the expiration or earlier termination of this Lease.

Section 6.02 Condemnation and Casualty.

(a) **General Provisions.** Except as provided in Section 6.02(b) and (c), Lessee hereby irrevocably assigns to Lessor any award, compensation or insurance payment to which Lessee may become entitled by reason of Lessee's interest in the Premises (i) if the use, occupancy or title of the Premises or any part thereof is taken, requisitioned or sold in, by or on account of any actual or threatened eminent domain proceeding or other action by any person having the power of eminent domain ("Condemnation") or (ii) if the Premises or any part thereof is damaged or destroyed by fire, flood or other casualty ("Casualty"). All awards, compensations and insurance payments on account of any Condemnation or Casualty are herein collectively called "Compensation". Lessee may not unilaterally negotiate, prosecute or adjust any claim for any Compensation. Lessee must consult with and obtain Lessor's consent thereto. If the parties are unable to so agree, then they shall appoint an entity or individual that specializes in such negotiations who shall negotiate, prosecute and adjust a claim for Compensation. Lessor shall be entitled to participate in any such proceeding, action, negotiation, prosecution, appeal or adjustment as contemplated herein. Notwithstanding anything to the contrary contained in this Article VI, if permissible under applicable law, any separate Compensation made to Lessee for its moving and relocation expenses, anticipated loss of business profits, loss of goodwill or fixtures and equipment paid for by Lessee and which are not part of the Premises (including, without limitation, the Severable Property) shall be paid directly to and shall be retained by Lessee (and shall not be deemed to be "Compensation"). All Compensation shall be applied pursuant to this Section 6.02, and all such Compensation (less the expense of collecting such Compensation) is herein called the "Net Proceeds." Except as specifically set for herein, all Net Proceeds shall be paid to the Proceeds Trustee (as defined herein) and applied pursuant to this Section 6.02. If the Premises or any part thereof shall be damaged or destroyed by Casualty, and if the estimated cost of rebuilding, replacing or repairing the same shall exceed \$50,000, Lessee promptly shall notify Lessor thereof.

(b) **Substantial Condemnation During the Term.** If a Condemnation shall, in Lessee's good faith judgment, affect all or a substantial portion of the Premises and shall render the Premises unsuitable for restoration for continued use and occupancy in Lessee's business, then Lessee may, not later than sixty (60) days after a determination has been made as to when possession of the Premises must be delivered with respect to such Condemnation, deliver to Lessor (i) notice of its intention ("Notice of Intention") to terminate this Lease on the next rental payment date which occurs not less than ninety (90) days after the delivery of such notice (the "Condemnation Termination Date"), (ii) a certificate of an authorized officer of Lessee stating that Lessee has determined that such Condemnation has rendered the Premises unsuitable for restoration for continued use and occupancy in Lessee's business, and (iii) an irrevocable offer by Lessee to Lessor to purchase on the Condemnation Termination Date any remaining portion of

the Premises and the Net Proceeds, if any, payable in connection with such Condemnation (or the right to receive the same when made, if payment thereof has not yet been made), at a price equal to the greater of (a) Fair Market Value, or (b) the then current annual Basic Rent divided by .09. If Lessor shall reject such offer by notice given to Lessee not later than fifteen (15) days prior to the Condemnation Termination Date, this Lease shall terminate on the Condemnation Termination Date, except with respect to obligations and liabilities of Lessee hereunder, actual or contingent, which have accrued on or prior to the Condemnation Termination Date, upon payment by Lessee of all Basic Rent, additional rent and other sums due and payable hereunder to and including the Condemnation Termination Date, and the Net Proceeds shall belong to Lessor. Unless Lessor shall have rejected such offer in accordance with this Section, Lessor shall be conclusively considered to have accepted such offer, and, on the Condemnation Termination Date, there shall be conveyed to Lessee or its designee the remaining portion of the Premises, if any, and there shall be assigned to Lessee or its designee all its interest in the Net Proceeds, pursuant to and upon compliance with Section 6.01. In the event Lessee does not deliver the Notice of Intention to Lessor, Lessor shall permit so much of the Net Proceeds as may be necessary to be utilized by Lessee to repair or restore the Premises, subject to the reasonable requirements of Mortgagee.

(c) ***Substantial Casualty During the Last Two Years of the Term.*** If an insured Casualty shall, in Lessee's good-faith judgment, affect all or a substantial portion of the Premises during the last two (2) years of the Term and shall render the Premises unsuitable for restoration for continued use and occupancy in Lessee's business, then Lessee may, not later than one hundred and fifty (150) days after such Casualty, deliver to Lessor (i) notice of its intention to terminate this Lease on the next rental payment date which occurs not less than sixty (60) days after the delivery of such notice (the "Casualty Termination Date"), and (ii) a certificate of an authorized officer of Lessee stating that Lessee has determined that such Casualty has rendered the Premises unsuitable for restoration for continued use and occupancy in Lessee's business. Upon payment by Lessee of all Basic Rent, additional rent and other sums then due and payable hereunder to and including the Casualty Termination Date, this Lease shall terminate on the Casualty Termination Date except with respect to obligations and liabilities of Lessee hereunder, actual or contingent, which have accrued on or prior to the Casualty Termination Date, and the Net Proceeds shall belong to Lessor.

(d) ***Less Than Substantial Condemnation or Any Casualty Prior to the Last Two Years of the Term.*** If, after a Condemnation or Casualty, Lessee does not give or does not have the right to give notice of its intention to terminate this Lease as provided in subsection 6.02(b) or (c), then this Lease shall continue in full force and effect and Lessee shall rebuild, replace or repair the Premises in conformity with the requirements of subsections 2.01, 2.02 and 5.03 so as to restore the Premises (in the case of Condemnation, as nearly as practicable) to the condition, and character thereof immediately prior to such Casualty or Condemnation; provided that Lessee and Lessor shall use reasonable efforts to consider modifications which would make the Improvements a more contemporary design. To the extent the Net Proceeds with respect to any Casualty are less than \$100,000, such amount shall be paid to Lessee to be used to rebuild, replace or repair the Premises in a lien free and good and workmanlike manner. To the extent the Net Proceeds from any Casualty are \$100,000 or greater, such amount shall be paid to the Proceeds Trustee and prior to any such rebuilding, replacement or repair, Lessee shall determine

the maximum cost thereof (the "Restoration Cost"), which amount shall be reasonably acceptable to Lessor. The Restoration Cost shall be paid first out of Lessee's own funds to the extent that the Restoration Cost exceeds the Net Proceeds payable in connection with such occurrence, after which expenditure Lessee shall be entitled to receive the Net Proceeds from the Proceeds Trustee, but only against (i) certificates of Lessee delivered to Lessor and the Proceeds Trustee from time to time but no more often than monthly as such work of rebuilding, replacement and repair progresses, each such certificate describing the work for which Lessee is requesting payment and the cost incurred by Lessee in connection therewith and stating that Lessee has not theretofore received payment for such work and (ii) such additional documentation or conditions as Lessor or the Proceeds Trustee may reasonably require, including, but not limited to, copies of all contracts and subcontracts relating to restoration, architects' certifications, title policy updates and lien waivers or releases. Any Net Proceeds remaining after final payment has been made for such work and after Lessee has been reimbursed for any portions it contributed to the Restoration Cost with respect to any Casualty shall be paid to Lessee and with respect to any Condemnation shall be paid to Lessor. In the event of any temporary Condemnation, this Lease shall remain in full effect and Lessee shall be entitled to receive the Net Proceeds allocable to such temporary Condemnation, except that any portion of the Net Proceeds allocable to the period after the expiration or termination of the Term shall be paid to Lessor. If the cost of any rebuilding, replacement or repair required to be made by Lessee pursuant to this subsection 6.02(d) shall exceed the amount of such Net Proceeds, the deficiency shall be paid by Lessee.

(e) Notwithstanding anything to the contrary in this Lease, all of the foregoing provisions of this Section 6.02 shall be subject and subordinate to any provisions to the contrary contained in any Subordination, Non-Disturbance and Attornment Agreement, Mortgage or other document evidencing or securing a loan made by Mortgagee to Lessor.

Section 6.03 Insurance.

(a) Lessee will maintain insurance on the Premises of the following character:

(i) Insurance (on an occurrence basis) against all risks of direct physical loss ("Causes of Loss - Special Form"), including loss by fire, lightning, flooding (if the Premises are in a flood zone), earthquakes (if the Premises are in an earthquake zone), and other risks which at the time are included under "extended coverage" endorsements, on ISO form CP1030, or its equivalent, in amounts sufficient to prevent Lessor and Lessee from becoming a coinsurer of any loss but in any event in amounts not less than 100% of the actual replacement value of the Improvements, exclusive of foundations and excavations, without any exclusions other than standard printed exclusions and without exclusion for terrorism and with deductibles of not more than \$100,000 per occurrence;

(ii) Commercial general liability insurance and/or umbrella liability insurance (on an occurrence basis), on ISO form CG 0001 0798, or its equivalent, against claims for bodily injury, death or property damage occurring on, in or about the Premises in the minimum amounts of \$5,000,000 for bodily injury or death to any one person, \$10,000,000 for any one accident and \$5,000,000 for property damage to others or in such greater amounts as are then customary for property similar in use to the Premises, with deletions of contractual liability exclusions with

respect to physical injury and with defense to be provided as an additional benefit and not within the limits of liability;

(iii) Rent loss insurance or business interruption insurance in an amount sufficient to cover loss of rents from the Premises pursuant to this Lease for a period of at least twelve (12) months, with endorsements to cover interruption of utilities outside of the Premises;

(iv) Worker's compensation insurance to the extent required by the law of the state in which the Premises are located;

(v) Boiler and machinery insurance in respect of any boilers and similar apparatus located on the Premises in the minimum amount of \$500,000 or in such greater amounts as to adequately insure the Premises;

(vi) During any period of construction on the Premises, builder's risk insurance on a completed value, nonreporting basis for the total cost of such alterations or improvements, and workers' compensation insurance as required by applicable law. This coverage may be provided by Lessee's all risk property insurance pursuant to Section 6.03(a)(i) herein; and

(vii) Such other insurance in such kinds and amounts, with such deductibles and against such risks, as Mortgagee may reasonably require or as is commonly obtained in the case of property similar in use to the Premises and located in the state in which the Premises are located by prudent owners of such property.

Such insurance shall be written by companies authorized to do business in the state where the Premises are located and carrying a claims paying ability rating of at least A-XII by A.M. Best or A by Standard and Poor's, as applicable, and with the exception of workers' compensation insurance, shall name Lessor as an additional insured as its interest may appear.

(b) Every such policy provided pursuant to Section 6.03(a)(i), above shall (i) bear a mortgagee endorsement in favor of Mortgagee under any Mortgage, and any loss under any such policy shall be payable to the Mortgagee which has a first lien on such interest (if there is more than one first Mortgagee, then to the trustee for such Mortgagees) to be held and applied by Mortgagee toward restoration pursuant to Section 6.02, and (ii) contain an ordinance or law coverage endorsement. Every such policy with the exception of workers' compensation insurance, shall name the Mortgagee as an additional insured as its interest may appear. Every policy referred to in subsection 6.03(a) shall provide that it will not be cancelled or amended except after thirty (30) days written notice to Lessor and the Mortgagee and that it shall not be invalidated by any act or negligence of Lessor, Lessee or any person or entity having an interest in the Premises, nor by occupancy or use of the Premises for purposes more hazardous than permitted by such policy, nor by any foreclosure or other proceedings relating to the Premises, nor by change in title to or ownership of the Premises. The "Proceeds Trustee" shall be a financial institution selected by Lessor and reasonably approved by Lessee and may be the Mortgagee.

(c) Lessee shall deliver to Lessor and Mortgagee (i) upon request copies of the applicable insurance policies or certificates and (ii) original or duplicate certificates of insurance, satisfactory to Lessor and Mortgagee evidencing the existence of all insurance which is required to be maintained by Lessee hereunder and payment of all premiums therefor, such delivery to be made (i) upon the execution and delivery hereof and (ii) at least ten (10) days prior to the expiration of any such insurance. Lessee shall not obtain or carry separate insurance concurrent in form or contributing in the event of loss with that required by this Section 6.03 unless Lessor is named an additional insured therein and unless there is a mortgagee endorsement in favor of Mortgagee with loss payable as provided herein. Lessee shall immediately notify Lessor whenever any such separate insurance is obtained and shall deliver to Lessor and Mortgagee the policies or certificates evidencing the same. Any insurance required hereunder may be provided under blanket policies, provided that the Premises are specified therein.

(d) If an Event of Default shall occur, upon the request of Lessor, Lessee shall, in addition to and concurrently with the payment of Basic Rent as required in subsection 1.04(a) hereof, pay one-twelfth of the amount (as estimated by Lessor or Mortgagee, as applicable) of the annual premiums for insurance (collectively, the "Insurance Escrow Payments") required under this Section 6.03 next becoming due and payable with respect to the Premises. Lessee shall also pay to Lessor on demand therefor the amount by which the actual insurance premiums exceed the payment by Lessee required in this subsection.

(e) The requirements of this Section 6.03 shall not be construed to negate or modify Lessee's obligations under Section 5.04.

(f) Notwithstanding anything contained in this Lease to the contrary, each party hereto hereby waives any and all rights of recovery, claim, action or cause of action, against the other party and its agents, officers, and employees, for any loss or damage that may occur to the Premises, including the Improvements, regardless of cause or origin, including the negligence of the other party and its agents, officers, and employees, without prejudice to any waiver or indemnity provisions applicable to Lessee and any limitation of liability provisions applicable to Lessor hereunder, of which provisions Lessee shall notify all insurers.

ARTICLE VII

Section 7.01 Conditional Limitations; Default Provisions.

(a) Any of the following occurrences or acts shall constitute an Event of Default under this Lease:

(i) If Lessee shall (1) fail to pay any Basic Rent, additional rent or other sum when due (except for such failure to constitute an Event of Default Lessor must provide Lessee with three (3) days written notice of Lessee's failure to timely pay such sums one time in any Lease Year) or (2) fail to observe or perform any other provision hereof and such nonmonetary failure shall continue for thirty (30) days after receipt of written notice of such failure (provided that, in the case of any such failure which cannot be cured by the payment of money and cannot with diligence be cured within such thirty (30) day period, if Lessee shall commence promptly to

cure the same and thereafter prosecute the curing thereof with diligence, the time within which such failure may be cured shall be extended for such period not to exceed one hundred and eighty (180) days as is necessary to complete the curing thereof with diligence);

(ii) If any representation or warranty of Lessee set forth in any certificate provided by Lessee pursuant to this Lease, shall prove to be incorrect in any material adverse respect as of the time when the same shall have been made in a way adverse to Lessor and Lessor shall suffer a loss or detriment as a result thereof, including, without limitation, the taking of any action (including, without limitation, the demise of the Premises to Lessee herein) in reliance upon such representation or warranty and, in each case, the facts shall not be conformed to the representation and warranty as soon as practicable in the circumstances (but in no event to exceed thirty (30) days) after written notice to Lessee from Lessor of such inaccuracy and Lessor restored to the position it would have enjoyed had such representation or warranty been accurate at the time it was made;

(iii) If Lessee shall file a petition in bankruptcy or for reorganization or for an arrangement pursuant to any federal or state law or shall be adjudicated a bankrupt or become insolvent or shall make an assignment for the benefit of creditors, or if a petition proposing the adjudication of Lessee as a bankrupt or its reorganization pursuant to any federal or state bankruptcy law or any similar federal or state law shall be filed in any court and Lessee shall consent to or acquiesce in the filing thereof or such petition shall not be discharged or denied within ninety (90) days after the filing thereof;

(iv) If a receiver, trustee or conservator of Lessee or of all or substantially all of the assets of Lessee or of the Premises or Lessee's or estate therein shall be appointed in any proceeding brought by Lessee, or if any such receiver, trustee or conservator shall be appointed in any proceeding brought against Lessee and shall not be discharged within ninety (90) days after such appointment, or if Lessee shall consent to or acquiesce in such appointment;

(v) If the Premises shall have been abandoned for a period of ten (10) consecutive days;

(vi) If a Letter of Credit has been posted as the Security Deposit or other security hereunder, and the issuer of the Letter of Credit cancels, terminates or refuses to honor it, and Lessee shall fail to renew the Letter of Credit within thirty (30) days or shall fail to post a cash equivalent amount of the Letter of Credit or a replacement letter of credit within fifteen (15) days after notice of such cancellation, termination or refusal;

(vii) Unless this Lease has been assigned to a Person unrelated to Lessee, if there is an Event of Default by Lessee under either of those certain Lease Agreements dated of even date hereof between Lessee and Lessor for the facilities located in 3131 Columbus Road, Canton, Ohio, and 1401 Industrial Drive, Tuscaloosa, Alabama; and

(viii) If an Event of Default occurs under this Lease more than three (3) times within any consecutive twelve (12) month period, irrespective of whether or not such Event of Default is cured.

(b) If an Event of Default shall have happened and be continuing, Lessor shall have the right to give Lessee notice of Lessor's termination of the Term. Upon the giving of such notice, the Term and the estate hereby granted shall expire and terminate on such date as fully and completely and with the same effect as if such date were the date herein fixed for the expiration of the Term, and all rights of Lessee hereunder shall expire and terminate, but Lessee shall remain liable as hereinafter provided.

(c) If an Event of Default shall have happened and be continuing, Lessor shall have the immediate right, whether or not the Term shall have been terminated pursuant to subsection 7.01(b), to reenter and repossess the Premises and the right to remove all persons and property (subject to Section 3.02) therefrom by summary proceedings, ejectment or any other legal action or in any lawful manner Lessor determines to be necessary or desirable. Lessor shall be under no liability by reason of any such reentry, repossession or removal. No such reentry, repossession or removal shall be construed as an election by Lessor to terminate the Term unless a notice of such termination is given to Lessee pursuant to subsection 7.01(b) or unless such termination is decreed by a court.

(d) At any time or from time to time after a reentry, repossession or removal pursuant to subsection 7.01(c), whether or not the Term shall have been terminated pursuant to subsection 7.01(b), Lessor may relet the Premises for the account of Lessee, in the name of Lessee or Lessor or otherwise. Lessor may collect any rents payable by reason of such reletting. Lessor shall not be liable for any failure to relet the Premises or for any failure to collect any rent due upon any such reletting.

(e) No expiration or termination of the Term pursuant to subsection 7.01(b), by operation of law or otherwise, and no reentry, repossession or removal pursuant to subsection 7.01(c) or otherwise, and no reletting of the Premises pursuant to subsection 7.01(d) or otherwise, shall relieve Lessee of its liabilities and obligations hereunder, all of which shall survive such expiration, termination, reentry, repossession, removal or reletting.

(f) In the event of any expiration or termination of the Term or reentry or repossession of the Premises or removal of persons or property therefrom by reason of the occurrence of an Event of Default, Lessee shall pay to Lessor all Basic Rent, additional rent and other sums required to be paid by Lessee, in each case to and including the date of such expiration, termination, reentry, repossession or removal, and, thereafter, Lessee shall, until the end of what would have been the Term in the absence of such expiration, termination, reentry, repossession or removal and whether or not the Premises shall have been relet, be liable to Lessor for, and shall pay to Lessor, as liquidated and agreed current damages: (i) all Basic Rent, all additional rent and other sums which would be payable under this Lease by Lessee in the absence of any such expiration, termination, reentry, repossession or removal, together with all expenses of Lessor in connection with such reletting (including, without limitation, all repossession costs, brokerage commissions, reasonable attorneys' fees and expenses (including, without limitation, fees and expenses of appellate proceedings), employee's expenses, alteration costs and expenses of necessary preparation for such reletting), less (ii) the net proceeds, if any, of any reletting effected for the account of Lessee pursuant to subsection 7.01(d). Lessee shall pay such liquidated and agreed current damages on the dates on which rent would be payable under this

Lease in the absence of such expiration, termination, reentry, repossession or removal, and Lessor shall be entitled to recover the same from Lessee on each such date.

(g) At any time after any such expiration or termination of the Term or reentry or repossession of the Premises or removal of persons or property therefrom by reason of the occurrence of an Event of Default, whether or not Lessor shall have collected any liquidated and agreed current damages pursuant to subsection 7.01(f), Lessor shall be entitled to recover from Lessee, and Lessee shall pay to Lessor on demand, as and for liquidated and agreed final damages for Lessee's default and in lieu of all liquidated and agreed current damages beyond the date of such demand (it being agreed that it would be impracticable or extremely difficult to fix the actual damages), an amount equal to the excess, if any, of (a) the aggregate of all Basic Rent, additional rent and other sums which would be payable under this Lease, in each case from the date of such demand (or, if it be earlier, to date to which Lessee shall have satisfied in full its obligations under subsection 7.01(f) to pay liquidated and agreed current damages) for what would be the then unexpired Term in the absence of such expiration, termination, reentry, repossession or removal, over (b) the then fair rental value of the Premises, such difference to be discounted at the rate equal to the then current yield on United States Treasury Notes having a maturity as of the stated date for expiration of the then existing Term of this Lease, plus 2% per annum (the "Reference Rate"). If any law shall limit the amount of liquidated final damages to less than the amount above agreed upon, Lessor shall be entitled to the maximum amount allowable under such law.

Section 7.02 Bankruptcy or Insolvency.

(a) If Lessee shall become a debtor in a case filed under Chapter 7 or Chapter 11 of the Bankruptcy Code and Lessee or Lessee's trustee shall fail to elect to assume this Lease within sixty (60) days after the filing of such petition or such additional time as provided by the court within such sixty (60) day period, this Lease shall be deemed to have been rejected. Immediately thereupon, Lessor shall be entitled to possession of the Premises without further obligation to Lessee or Lessee's trustee, and this Lease, upon the election of Lessor, shall terminate, but Lessor's right to be compensated for damages (including, without limitation, liquidated damages pursuant to any provision hereof) or the exercise of any other remedies in any such proceeding shall survive, whether or not this Lease shall be terminated.

(b) Neither the whole nor any portion of Lessee's interest in this Lease or its estate in the Premises shall pass to any trustee, receiver, conservator, assignee for the benefit of creditors or any other person or entity, by operation of law or otherwise under the laws of any state having jurisdiction of the person or property of Lessee, unless Lessor shall have consented to such transfer. No acceptance by Lessor of rent or any other payments from any such trustee, receiver, assignee, person or other entity shall be deemed to constitute such consent by Lessor nor shall it be deemed a waiver of Lessor's right to terminate this Lease for any transfer of Lessee's interest under this Lease without such consent.

Section 7.03 Additional Rights of Lessor.

(a) Except as provided in Section 7.01(g), no right or remedy hereunder shall be exclusive of any other right or remedy, but shall be cumulative and in addition to any other right or remedy hereunder or now or hereafter existing. Failure to insist upon the strict performance of any provision hereof or to exercise any option, right, power or remedy contained herein shall not constitute a waiver or relinquishment thereof for the future. Receipt by Lessor of any Basic Rent, additional rent or other sums payable hereunder with knowledge of the breach of any provision hereof shall not constitute waiver of such breach, and no waiver by Lessor of any provision hereof shall be deemed to have been made unless made in writing. Lessor shall be entitled to injunctive relief in case of the violation, or attempted or threatened violation, of any of the provisions hereof, or to a decree compelling performance of any of the provisions hereof, or to any other remedy allowed to Lessor by law or equity.

(b) Lessee hereby waives and surrenders for itself and all those claiming under it, including creditors of all kinds, (i) any right and privilege which it or any of them may have to redeem the Premises or to have a continuance of this Lease after termination of Lessee's right of occupancy by order or judgment of any court or by any legal process or writ, or under the terms of this Lease, or after the termination of the Term as herein provided, (ii) the benefits of any law which exempts property from liability for debt and (iii) Lessee specifically waives any rights of redemption or reinstatement available by law or any successor law.

(c) If an Event of Default on the part of Lessee shall have occurred hereunder and be continuing, then, without thereby waiving such default, Lessor may, but shall be under no obligation to, take all action, including, without limitation, entry upon the Premises, to perform the obligation of Lessee hereunder immediately and without notice in the case of any emergency as may be reasonably determined by Lessor and upon five (5) business days notice to Lessee in other cases. All reasonable expenses incurred by Lessor in connection therewith, including, without limitation, attorneys' fees and expenses (including, without limitation, those incurred in connection with any appellate proceedings), shall constitute additional rent under this Lease and shall be paid by Lessee to Lessor upon demand.

(d) If Lessee shall be in default in the performance of any of its obligations under this Lease beyond any applicable grace or cure period hereunder, Lessee shall pay to Lessor, on demand, all expenses incurred by Lessor as a result thereof, including, without limitation, reasonable attorneys' fees and expenses (including, without limitation, those incurred in connection with any appellate proceedings) and any additional sums (including any late charge, default penalties, interest and fees of the counsel of Mortgagee) which are payable by Lessor to its Mortgagee by reason of Lessee's late payment or non-payment of Basic Rent. If Lessor shall be made a party to any litigation commenced against Lessee and Lessee shall fail to provide Lessor with counsel approved by Lessor and pay the expenses thereof, Lessee shall pay all costs and reasonable attorneys' fees and expenses in connection with such litigation (including, without limitation, fees and expenses incurred in connection with any appellate proceedings).

(e) If Lessee shall fail to pay when due any Basic Rent, additional rent or other sum required to be paid by Lessee hereunder, Lessor shall be entitled to collect from Lessee as additional rent and Lessee shall pay to Lessor, in addition to such Basic Rent, additional rent or other sum, a late payment charge on the delinquency equal to the Late Rate from the date due

until paid. The Late Rate shall be the lesser of (i) ten percent (10%) or (ii) the maximum rate permitted by applicable law. In addition to all other remedies Lessor has hereunder, if Lessee shall fail to pay any Basic Rent, additional rent or other sum, as and when required to be paid by Lessee hereunder prior to the expiration for the period of payment pursuant to subsection 7.01(a)(i)(1), Lessor shall be entitled to collect from Lessee, and Lessee shall pay to Lessor, as additional rent, an amount equal to 1% of the amount shown in the notice as unpaid.

ARTICLE VIII

Section 8.01 - Notices and Other Instruments. All notices, offers, consents and other instruments given pursuant to this Lease shall be in writing and shall be validly given when hand delivered or sent by a courier or express service guaranteeing overnight delivery or by telecopy, with original being promptly sent as otherwise provided above, addressed as follows:

If to Lessor: NL VENTURES V CARLISLE, L.P.
c/o AIC Ventures
8080 North Central Expwy - Suite 1080
Dallas, TX 75206
Attention: Mr. Peter Carlsen
Telephone: (214) 363-5620
Facsimile: (214) 363-4968

With a copy to: Fulbright & Jaworski L.L.P.
300 Convent Street, Suite 2200
San Antonio, Texas 78205
Attention: Mr. Heath D. Esterak
Telephone: (210) 270-7161
Facsimile: (210) 270-7205

If to Lessee: CEP Acquisition, LLC
c/o The Reserve Group
3560 West Market Street, Suite 300
Akron, Ohio 44333
Attn: Mr. Anthony Murru
Telephone (330) 665-2900
Facsimile (330) 665-2906

with copy to: Brouse McDowell
388 South Main Street, Suite 500
Akron, Ohio 44311
Attn: Robert P. Reffner
Telephone (330) 535-5711
Facsimile (330) 253-8601

Lessor and Lessee each may from time to time specify, by giving fifteen (15) days notice to each other party, (i) any other address in the United States as its address for purposes of this

Lease and (ii) any other person or entity in the United States that is to receive copies of notices, offers, consents and other instruments hereunder. Notice under the terms of this Lease shall be deemed delivered, whether or not actually received, upon the earlier of (i) the date of actual receipt by such party, or (ii) the day after said notice is either deposited with such overnight delivery service, transmitted by telecopier, or personally delivered, as applicable, pursuant to the above provisions.

Section 8.02 Estoppel Certificates; Financial Information.

(a) Lessee will, upon ten (10) business days written notice at the request of Lessor, execute, acknowledge and deliver to Lessor a certificate of Lessee, stating that this Lease is unmodified and in full force and effect (or, if there have been modifications, that this Lease is in full force and effect as modified, and setting forth such modifications) and stating the dates to which Basic Rent, additional rent and other sums payable hereunder have been paid and either stating that to the knowledge of Lessee no default exists hereunder or specifying each such default of which Lessee has knowledge and whether or not Lessee is still occupying and operating the Premises and such other information as Lessor shall reasonably request. Any such certificate may be relied upon by any actual or prospective mortgagee or purchaser of the Premises. Lessor will, upon ten (10) business days written notice at the request of Lessee, execute, acknowledge and deliver to Lessee a certificate of Lessor, stating that this Lease is unmodified and in full force and effect (or, if there have been modifications, that this Lease is in full force and effect as modified, and setting forth such modifications) and the dates to which Basic Rent, additional rent and other sums payable hereunder have been paid, and either stating that to the knowledge of Lessor no default exists hereunder or specifying each such default of which Lessor has knowledge. Any such certificate may be relied upon by Lessee or any actual or prospective assignee or sublessee of the Premises or purchaser of Lessee or the assets of Lessee.

(b) Lessee shall deliver to Lessor within one hundred twenty (120) days of the close of each fiscal year, annual audited financial statements of Lessee (which, at a minimum, shall include a balance sheet of Lessee and its consolidated subsidiaries, if any, as of the end of such year, a statement of profits and losses of Lessee and its consolidated subsidiaries, if any, for such year and a statement of cash flows of Lessee and its consolidated subsidiaries, if any, for such year, setting forth in each case, in comparative form, the corresponding figures for the preceding fiscal year in reasonable detail and scope) prepared by a firm of independent certified public accountants approved by Lessor. Lessee shall also furnish to Lessor within thirty (30) days after the end of each quarter unaudited internal financial statements and all other quarterly reports of Lessee (which, at a minimum, shall include a balance sheet of Lessee and its consolidated subsidiaries, if any, as of the end of such quarter and statements of profits and losses of Lessee and its consolidated subsidiaries, if any, for such quarter, setting forth in each case, in comparative form, the corresponding figures for the similar quarter of the preceding year in reasonable detail and scope) certified by Lessee's chief financial officer. Lessee shall also provide audited financial statements at any other time upon Lessor's written request. All annual financial statements shall be accompanied (i) by an opinion of said accountants stating that (A) there are no qualifications as to the scope of the audit except as specifically enumerated and (B) the audit was performed in accordance with GAAP, and (ii) by the affidavit of the president or a vice president of Lessee, dated within five (5) days of the delivery of such statement, stating that

(1) the affiant knows of no Event of Default, or event which, upon notice or the passage of time or both, would become an Event of Default which has occurred and is continuing hereunder, or, if any such event has occurred and is continuing, specifying the nature and period of existence thereof and what action Lessee has taken or proposes to take with respect thereto and (2) except as otherwise specified in such affidavit, to the best of such affiant's knowledge Lessee has fulfilled all of its obligations under this Lease which are required to be fulfilled on or prior to the date of such affidavit.

(c) Lessor and its agents and designees may enter upon and examine the Premises and examine the records and books of account and discuss the finances and business with the officers of the Lessee at reasonable times during normal business hours and on reasonable advance written notice. Lessee shall provide the requesting party with copies of any information to which such party would be entitled in the course of a personal visit. Except in the event of emergency, Lessee may designate an employee to accompany Lessor, its agents and designees on such examinations. Lessee will provide, upon Lessor's request, all information regarding the Premises, including, but not limited to, a current rent roll, an operating statement reflecting all income from subleases and all operating expenses for the Premises. Lessor and its agents and designees may enter upon and examine the Premises and show the Premises to prospective mortgagees and/or purchasers at reasonable times during normal business hours and on reasonable advance written notice

ARTICLE IX

Section 9.01 No Merger. There shall be no merger of this Lease or of the leasehold estate hereby created with the fee estate in the Premises by reason of the fact that the same person acquires or holds, directly or indirectly, this Lease or the leasehold estate hereby created or any interest herein or in such leasehold estate, as well as the fee estate in the Premises or any interest in such fee estate.

Section 9.02 Surrender. Upon the expiration or termination of this Lease, Lessee shall surrender the Premises to Lessor in as good repair and condition as received under Section 2.01(a) except for any damage resulting from Condemnation or Casualty or normal wear and tear not required to be repaired by Lessee. Lessee, at its own expense, agrees to repair, replace or install a new roof (but not, unless necessary, the structural elements thereof) during the Term in compliance with the terms of Section 2.02 hereof such that the repaired, replaced or new roof shall have a minimum remaining life of ten (10) years after expiration of the Term. The provisions of this Section shall survive the expiration or other termination of this Lease.

Section 9.03 Time. Time is of the essence with respect to this Lease, and the respective time periods set forth herein.

Section 9.04 Separability; Binding Effect; Governing Law. Each provision hereof shall be separate and independent, and the breach of any provision by Lessor shall not discharge or relieve Lessee from any of its obligations hereunder. Each provision hereof shall be valid and shall be enforceable to the extent not prohibited by law. If any provision hereof or the application thereof to any person or circumstance shall to any extent be invalid or unenforceable,

the remaining provisions hereof, or the application of such provision to persons or circumstances other than those as to which it is invalid or unenforceable, shall not be affected thereby. All provisions contained in this Lease shall be binding upon, inure to the benefit of and be enforceable by the successors and assigns of Lessor to the same extent as if each such successor and assign were named as a party hereto. All provisions contained in this Lease shall be binding upon the successors and assigns of Lessee and shall inure to the benefit of and be enforceable by the permitted successors and assigns of Lessee in each case to the same extent as if each successor and assign were named as a party hereto. This Lease shall be governed by and interpreted in accordance with the laws of the state in which the Premises are located.

Section 9.05 Table of Contents and Headings; Internal References. The table of contents and the headings of the various paragraphs and exhibits of this Lease have been inserted for reference only and shall not to any extent have the effect of modifying the express terms and provisions of this Lease. Unless stated to the contrary, any references to any Section, subsection, Exhibit and the like contained herein are to the respective Section, subsection, Exhibit and the like of this Lease.

Section 9.06 Counterparts. This Lease may be executed in two or more counterparts and shall be deemed to have become effective when and only when one or more of such counterparts shall have been executed by or on behalf of each of the parties hereto (although it shall not be necessary that any single counterpart be executed by or on behalf of each of the parties hereto, and all such counterparts shall be deemed to constitute but one and the same instrument) and shall have been delivered by each of the parties to the other.

Section 9.07 Lessor's Liability. Notwithstanding anything to the contrary provided in this Lease, it is specifically understood and agreed, such agreement being a primary consideration for the execution of this Lease by Lessor, that there shall be absolutely no personal liability on the part of any partner, director, member, officer or shareholder of Lessor, its successors or assigns with respect to any of the terms, covenants and conditions of this Lease, and any liability on the part of Lessor shall be limited solely to Lessor's interest in the Premises, such exculpation of liability to be absolute and without any exception whatsoever.

Section 9.08 Amendments and Modifications. Except as expressly provided herein, this Lease may not be modified or terminated except by a writing signed by Lessor and Lessee.

Section 9.09 Additional Rent. All amounts other than Basic Rent which Lessee is required to pay or discharge pursuant to this Lease, including the charge provided for by Section 7.03(e) hereof, shall constitute additional rent which shall include, but not be limited to all reasonable costs and expenses of Lessee and Lessor which are incurred in connection or associated with (A) the use, occupancy, possession, operation, condition, design, construction, maintenance, alteration, repair or restoration of any of the Premises, (B) the performance of any of Lessee's obligations under this Lease, (C) the prosecution, defense or settlement of any litigation involving or arising from any of the Premises or this Lease, (D) the enforcement by Lessor, its successors and assigns, of any of its rights under this Lease, (E) any amendment to or modification of this Lease made at the request of Lessee, (F) costs of Lessor's counsel incurred in

connection with any act undertaken by Lessor (or its counsel) at the request of Lessee, or incurred in connection with any act of Lessor performed on behalf of Lessee pursuant to this Lease.

Section 9.10 Consent of Lessor. Except as specifically set forth in this Lease, all consents and approvals to be granted by Lessor shall not be unreasonably withheld or delayed, and Lessee's sole remedy against Lessor for the failure to grant any consent shall be to seek injunctive relief. In no circumstance will Lessee be entitled to damages with respect to the failure to grant any consent or approval.

Section 9.11 Quiet Enjoyment. Lessor agrees that, subject to the rights of Lessor under this Lease, Lessee shall hold and enjoy the Premises during the term of this Lease, free from any hindrance or interference from Lessor or any party claiming by, through or under Lessor.

Section 9.12 Holding Over. If Lessee remains in possession of the Premises, or any part thereof, after the expiration or other termination of the Term, without Lessor's express written consent, Lessee shall be liable to Lessor for damages for use of the Premises during the period of such unlawful detention at a rate equal to the Basic Rent times 1.5 and all other amounts which would be payable during the Term hereof (collectively, "Holdover Rent"). Lessee shall also be liable for any consequential damages suffered by Lessor provided Lessor takes reasonable steps to mitigate such consequential damages. In the event of such unlawful detention, Lessee shall indemnify and hold Lessor harmless from and against any and all claims, suits, proceedings, losses, damages, liabilities, costs and expenses, including, without limitation, attorneys' fees and disbursements, asserted against or incurred by Lessor, as a result of such unlawful detention. Notwithstanding the foregoing, Lessor shall be entitled to such other remedies and damages provided under this Lease or at law or in equity.

Section 9.13 Compliance with Terrorism Laws. Lessee represents and warrants that neither Lessee nor any Person controlling Lessee (i) is included on any Government List (as hereinafter defined); (ii) has been determined by competent authority to be subject to the prohibitions contained in Presidential Executive Order No. 133224 (September 23, 2001) or in any enabling or implementing legislation or other Presidential Executive Orders in respect thereof; (iii) has been previously indicted for or convicted of any felony involving a crime or crimes of moral turpitude or for any offense under the criminal laws against terrorists, the criminal laws against money laundering, the Bank Secrecy Act, as amended, the Money Laundering Control Act of 1986, as amended, or the Uniting and Strengthening America by Providing Appropriate Tools Required to Intercept and Obstruct Terrorists (USA PATRIOT ACT) Act of 2001, Public Law 107-56 (October 26, 2001), as amended; (iv) is currently under investigation by any governmental authority for alleged criminal activity; or (v) has a reputation in the community for criminal or unethical behavior. For purposes of this Lease, the term "Government List" means (1) the Specialty Designated Nationals and Blocked Persons Lists maintained by the Office of Foreign Assets Control, United States Department of the Treasury ("OFAC"), (2) the Denied Persons List and the Entity List maintained by the United States Department of Commerce, (3) the List of Terrorists and List of Disbarred Parties maintained by the United States Department of State, (4) any other list of terrorists, terrorist organizations or narcotics traffickers maintained pursuant to any of the lists, laws, rules and regulations

maintained by OFAC pursuant to any authorizing statute, Executive Order or regulation, (5) any other similar list maintained by the United States Department of State, the United States Department of Commerce or any other governmental authority or pursuant to any Executive Order of the President of the United States of America and (6) any list or qualification of "Designated Nationals" as defined in the Cuban Assets Control Regulations, 31 C.F.R. Part 515, as all such Government Lists may be updated from time to time.

Section 9.14 Financing. If Lessor desires to obtain or refinance any loan, Lessee shall execute such commercially reasonable documents that such Mortgagee reasonably requires in connection with such financing, including any subordination, non-disturbance and attornment agreement ("SNDA" or "Subordination, Non-Disturbance and Attornment Agreement"), so long as the same do not adversely affect any right, benefit or privilege of Lessee under this Lease or increase Lessee's obligations under this Lease.

Section 9.15 Subordination, Non-Disturbance and Attornment. Notwithstanding anything to the contrary in this Lease, this Lease and Lessee's interest hereunder shall be subject, subordinate and inferior to any mortgage or other security instrument granted or entered into by Lessor in connection with the loan by which Lessor acquired the Premises from Lessee, and any mortgage or other security instrument hereafter placed upon the Premises by Lessor, and to any and all advances made or to be made thereunder, to the interest thereon, and all renewals, replacements and extensions thereof, provided that any such mortgage (or a separate SNDA entered into between Lessee and the Mortgagee in whose favor such mortgage was granted) shall provide for the recognition of this Lease and all Lessee's rights hereunder unless and until an Event of Default exists and Lessor shall retain the right to terminate this Lease pursuant to any applicable provision hereof.

Section 9.16 Disclaimer of Purchase Rights. Except for the limited rights of Lessee to acquire title to the Premises in accordance with the provisions of Sections 9.26 or 6.02(b) hereof, nothing in this Lease is intended or shall operate to grant to Lessee of any right of first refusal, right of first offer, purchase option, or similar right to elect to purchase or acquire the Premises of any portion thereof, and Lessee hereby expressly waives any and all such rights.

Section 9.17 Security Deposit. Lessee will deposit or cause to be deposited with Lessor or Mortgagee, as Lessor shall designate, on or before the date hereof, Two Hundred Seventy Five Thousand and Thirteen and no/100 Dollars (\$275,013.00) as a "Security Deposit" for its full and faithful performance of the terms of this Lease, it being expressly understood that such Security Deposit shall not be considered an advance payment of any Basic Rent, additional rent or other sums payable under this Lease or a measure of Lessor's damages in case of an Event of Default. Payment of said Security Deposit shall be satisfied by Lessee's deposit of cash or a Letter of Credit in said amount. Lessee shall have the right to freely substitute cash for a Letter of Credit or vice versa, and if paid in cash, any interest earned shall remain as an additional Security Deposit. If Lessor transfers its interest in the Premises during the Term to a transferee who assumes Lessor's obligations hereunder and to whom the Security Deposit is transferred, Lessor may assign the Security Deposit to the transferee and, thereafter, Lessor shall have no further liability for the return of such Security Deposit to Lessee. For the purposes herein, "Letter of Credit" shall mean an irrevocable standby letter of credit issued to Lessor by a financially

sound national banking association or state chartered bank having assets in excess of \$50,000,000,000 and otherwise reasonably acceptable to Lessor, the proceeds of which shall be available to Lessor without the need for Lessor to satisfy any requirements or conditions whatsoever other than delivery of (a) the original Letter of Credit along with Lessor's sight draft to the issuing institution with reference to the appropriate letter of credit number for the Letter of Credit, as set forth therein and (b) (i) a certificate signed by Lessor certifying that an Event of Default has occurred and is continuing under the Lease, or (ii) a certificate signed by Lessor certifying that Lessee has failed to renew the Letter of Credit at least thirty (30) days prior to its stated expiration date. The Letter of Credit shall be valid for an initial period of one (1) year from and after the date of its issuance and, by its express terms, shall provide (i) that its term shall automatically be extended for successive one (1) year periods unless at least thirty (30) days prior to the expiration of the initial one year term or any one year extension (as applicable) the issuer provides Lessor with written notification that it will not be extended; and (ii) that Lessor may assign (whether by way of outright or collateral assignment) all or any portion of its interest in the Letter of Credit to Mortgagee or any other person (including, without limitation, any third party purchaser).

Section 9.18 Collateral Access Agreement. At the request of Lessee, Lessor shall execute and deliver a collateral access agreement in substantially the form attached hereto as Exhibit E.

Section 9.19 Fair Market Value.

(a) Whenever a determination of Fair Market Value is required pursuant to any provision of this Lease, such Fair Market Value shall be determined in accordance with the following procedures:

(i) Lessor and Lessee shall endeavor to agree upon such Fair Market Value within fifteen (15) days after the date (the "Initial Date") on which Lessee provides Lessor with the Notice of Intention pursuant to Section 6.02(b). Upon reaching any such agreement, the parties shall execute a written agreement setting forth the amount of such Fair Market Value.

(ii) If the parties shall not have signed such agreement within fifteen (15) days after the Initial Date, Lessee shall within twenty (20) days after the Initial Date select an appraiser and notify Lessor in writing of the name, address and qualifications of such appraiser. Within five (5) days following Lessor's receipt of Lessee's notice of the appraiser selected by Lessee, Lessor shall select an appraiser and notify Lessee of the name, address and qualifications of such appraiser. Such two appraisers shall endeavor to agree upon Fair Market Value based on a written appraisal made by each of them (and given to Lessor by Lessee). If such two (2) appraisers shall agree upon a Fair Market Value, the amount of such Fair Market Value as so agreed shall be binding and conclusive upon Lessor and Lessee.

(iii) If such two (2) appraisers shall be unable to agree upon a Fair Market Value within twenty (20) days after the selection of an appraiser by Lessor, then such appraisers shall advise Lessor and Lessee of their respective determination of Fair Market Value and shall

select a third (3rd) appraiser to make the determination of Fair Market Value. The selection of the third (3rd) appraiser shall be binding and conclusive upon Lessor and Lessee.

(iv) If such two (2) appraisers shall be unable to agree upon the designation of a third (3rd) appraiser within ten (10) days after the expiration of the twenty (20) day period referred to in clause (iii) above, or if such third (3rd) appraiser does not make a determination of Fair Market Value within twenty (20) days after his selection, then such third (3rd) appraiser or a substituted third (3rd) appraiser, as applicable, shall, at the request of either party hereto, be appointed by the most senior judge of the United States District Court, with jurisdiction over the Premises. The determination of Fair Market Value made by the third (3rd) appraiser appointed pursuant hereto shall be made within twenty (20) days after such appointment.

(v) If a third (3rd) appraiser is selected, Fair Market Value shall be the average of the determination of Fair Market Value made by the third (3rd) appraiser and the determination of Fair Market Value made by the appraiser (selected pursuant to Section 9.19(a)(ii) hereof) whose determination of Fair Market Value is nearest to that of the third (3rd) appraiser. Such average shall be binding and conclusive upon Lessor and Lessee.

(vi) All appraisers selected or appointed pursuant to this Section 9.19(a) shall (A) be independent qualified MAI appraisers, (B) have no right, power or authority to alter or modify the provisions of this Lease, and (C) be registered in the state where the Land is located if said state provides for or requires such registration. The cost of the procedure described in this Section 9.19(a) shall be borne by Lessee.

(b) If, by virtue of any delay, Fair Market Value is not determined by the date set for closing, then the date on which the closing shall be held shall be extended as reasonably necessary.

Section 9.20 Short Form Memorandum of Lease. Upon Lessor's or Lessee's request, the parties shall record a "short form" Memorandum of Lease identifying the Term granted to Lessee by this Lease, and any other terms to which the parties may agree. Any recording costs associated with the memorandum or short form of this Lease shall be borne by Lessee. Upon the expiration or earlier termination of this Lease, Lessee shall promptly execute and deliver to Lessor an instrument, in recordable form, wherein Lessee acknowledges the expiration or earlier termination of this Lease. Upon transfer or conveyance of the Premises by Lessor, Lessee agrees to execute an amendment to the memorandum indicating the change of Lessor.

Section 9.21 Intentionally Deleted.

Section 9.22 Brokers. Lessor and Lessee mutually represent and warrant to each other that it dealt with no real estate brokers in the transactions contemplated by this Lease, and that no brokerage fees, commissions, or other remuneration of any kind are due in connection herewith. Lessor shall forever indemnify and hold harmless Lessee against and in respect of any and all claims, losses, liabilities and expenses, including, without limitation, reasonable attorney's fees and court costs, which Lessee may incur on account of any claim by any broker or agent or other person on the basis of any arrangements or agreements made or alleged to have been made by or

on behalf of Lessor in respect to the transactions herein contemplated. Lessee shall forever indemnify and hold harmless Lessor against and in respect of any and all claims, losses, liabilities and expenses, including, without limitation, reasonable attorney's fees and court costs, which Lessor may incur on account of any claim by any broker or agent or other person on the basis of any arrangements or agreements made or alleged to have been made by or on behalf of Lessee in respect to the transactions herein contemplated. The provisions of this Section shall survive expiration or termination of this Lease.

Section 9.23 Waiver of Jury Trial. Lessor and Lessee each hereby expressly, irrevocably, fully and forever release, waive and relinquish any and all right to trial by jury.

Section 9.24 No Partnership. Nothing herein contained shall be deemed or construed by the parties hereto, nor by a third party, to create a relationship between the parties of principal and agent, partnership, or joint venture. Neither computation of rent, nor any other provision contained herein, nor any acts of the parties hereto, shall be deemed to create any relationship between the parties hereto other than the relationship of landlord and tenant.

Section 9.25 No Construction Against Drafter. Each of the parties hereto acknowledges that it is sophisticated and experienced in transactions of the nature contemplated hereby and that it has been represented by counsel of its choosing in connection herewith; accordingly, each party hereto waives to the fullest extent permitted by law the application of any law or rule of construction requiring that this Lease be construed or interpreted against the drafting party or in favor of the non-drafting party.

Section 9.26 Option to Purchase. At anytime during the Term after completion of the seventh (7th) Lease Year, Lessee shall have the option to purchase the Premises. Lessee may exercise its option by sending written notice to Lessor of its intent to exercise said option during the Term, but after the seventh (7th) Lease Year. If Lessee exercises its option to purchase the Premises, the closing shall be held within thirty (30) days from the date Lessee notifies Lessor of its exercise of its option to purchase the Premises. The purchase price of the Premises shall be the greater of the following: (i) Fair Market Value, (ii) the then current annual Basic Rent divided by .09, or (iii) the then current Lessor's purchase price times 1.05. In no case, however, shall the purchase price be less than the then current Lessor's debt balance, plus any prepayment penalties or fees. Upon determination of the purchase price, the parties shall enter into a reasonable purchase agreement incorporating the terms set forth in Sections 6.01(a), (b), and (c). Notwithstanding anything in this Section 9.26 to the contrary, Lessee's option to purchase contained herein shall be expressly subject, subordinate and inferior to any mortgage or other security instrument granted or entered into by Lessor in connection with the loan by which Lessor acquired the Premises, or otherwise, including any mortgage or other security instrument hereafter placed upon the Premises by Lessor, and to any and all advances made or to be made thereunder, to the interest thereon, and all renewals, replacements and extensions thereof.

[Signatures of Lessor and Lessee Follow on Next Pages]

IN WITNESS WHEREOF, the parties hereto have caused this Lease to be executed as of the date first above written.

NL VENTURES V CARLISLE, L.P.

By: NL Ventures V Carlisle Management,
L.L.C., its sole General Partner

By: 

Name: Peter S. Carlsen

Title: President

IN WITNESS WHEREOF, the parties hereto have caused this Lease to be executed as of the date first above written.

CEP Acquisition, LLC, an Ohio limited liability company

By: [Signature]
Name: Anthony J. Markk
Title: C.F.O.

EXHIBIT A
LEGAL DESCRIPTION OF LAND

LEGAL DESCRIPTION

Land in the Township of VAN BUREN, WAYNE County, State of MICHIGAN,

A parcel of land being part of the Southwest 1/4 of Section 12, Town 3 South, Range 8 East, described as follows: Commencing at the West 1/4 corner of Section 12, Town 3 South, Range 8 East and proceeding thence North 89 degrees 45 minutes 57 seconds East 862.40 feet along with the East and West 1/4 line and South 02 degrees 27 minutes 47 seconds East 639.91 feet to the point of beginning proceeding thence North 89 degrees 45 minutes 57 seconds East 523.40 feet to the Westerly line of I-275 Expressway; thence along said Westerly line 382.91 feet along the arc of a curve to the left having a radius of 4039.72 feet passing through a central angle of 05 degrees 25 minutes 51 seconds with a long chord bearing South 05 degrees 20 minutes 33 seconds East 382.77 feet; thence South 02 degrees 46 minutes 55 seconds East 29.05 feet; thence South 89 degrees 45 minutes 57 seconds West 542.56 feet; thence North 03 degrees 08 minutes 40 seconds West 20.90 feet; thence North 02 degrees 27 minutes 47 seconds West 389.69 feet to the Point of Beginning.

Together with an easement for ingress and egress to and from Tyler Road as described in Easement and Maintenance Agreement recorded in Liber 21777, Page 336, Wayne County Records.

Commonly known as: 8707 SAMUEL BARTON DR.

EXHIBIT B
PERMITTED EXCEPTIONS

PERMITTED EXCEPTIONS

1. Terms, conditions and provisions contained in Easement and Maintenance Agreement recorded in Liber 21777, Page 336, WAYNE County Records.
2. Terms, conditions and provisions contained in Haggerty I-275 Industrial Park Building and Use Restrictions recorded in Liber 21777, Page 329, WAYNE County Records.

EXHIBIT C

BASIC RENT SCHEDULE

The annual Basic Rent for the Interim Term (as prorated) and the first Lease Year of the Term shall be **\$366,534.00** (the "Initial Basic Rent").

The Basic Rent for each subsequent Lease Year of the Term shall increase in accordance with the following provisions. Commencing on the first day of the second Lease Year of the Term and on the first day of each successive Lease Year of the Term throughout the Term annual Basic Rent shall be equal to the sum of (a) the amount of annual Basic Rent applicable during the immediately prior Lease Year, and (b) an amount equal to the product derived by multiplying (i) the amount of annual Basic Rent applicable during the immediately prior Lease Year, times (ii) three percent (3.0%):

EXHIBIT D

SEVERABLE PROPERTY

Severable Property shall include all apparatus, personal property, trade fixtures, inventory, equipment, machinery, fittings, furniture, furnishings, chattel, materials and supplies located on and used in, or related to Lessee's business, including, but not limited to, mainframe computers, kitchen equipment and telephone and similar systems and articles of personal property of every kind and nature whatsoever, and any additions, replacements, accessions and substitutions thereto or therefor, and all proceeds of all of the foregoing.

Severable Property shall not include the Improvements, but shall include the property listed on Exhibit D-1.

EXHIBIT D-1

EXCLUDED PROPERTY

Carlisle Engineered Products
8707 Samuel Barton Drive
Belleville, Michigan

DEPARTMENT EVALUATION SUMMARY

Carlisle Engineered Products
8707 Samuel Barton Drive
Belleville, Michigan

	Forced Liquidation Value	Orderly Liquidation Value
Effective Date: June 22, 2005		
Injection Molding	\$ 752,000	\$ 862,000
Material Handling	72,000	86,500
Maintenance	15,550	19,000
Throughout Plant	94,250	116,350
Rolling Stock	46,250	57,400
Total Appraised Values - Carlisle Engineered Products 8707 Samuel Barton Drive Belleville, Michigan	<u>\$ 980,050</u>	<u>\$ 1,141,250</u>

Appraisal

Carlisle Engineered Products
8707 Samuel Barton Drive
Belleville, Michigan

Machinery & Equipment

Item #	Qty.	Effective Date: June 22, 2005	Forced Liquidation Value	Orderly Liquidation Value
<u>Injection Molding</u>				
401	1-	Press Line #1, To Include: (1) Van Dorn Model 700H-RS-125F-LP-CV-PC 700-Ton Injection Molding Machine, S/N 397, Asset #P1, (1987); 125 Oz. Shot Size, 62" x 53.5" Platen Size, 45" x 36.5" Tie Bar Spacing, 14.5" Minimum Daylight, 71.25" Maximum Daylight, 44" Stroke, 6" Ejection Stroke; with Van Dorn Model Pathfinder 5000 Control; and Conair Vacuum Loader (1) Star Automation Model TW-1700 II ER Robot, (1993); with Model STEC-31S Control, S/N 2195070387 (1) Lot of Press Line #1 Equipment, To Include: (1) Plastic Engineering & Technical Services, Inc. Model 727P-12 Temperature Control Unit, S/N K390; 12-Station, 45 kva	\$ 16,000.	\$ 20,000

Appraisal -Carlisle Engineered Products
Belleville, Michigan

Item #	Qty.	Effective Date: June 22, 2005	Forced Liquidation Value	Orderly Liquidation Value
		(1) Ultimate Control Model WI-1110 Temperature Control Unit, S/N 190203; 15 Amp		
		(1) Ultimate Control Model WI-1110 Temperature Control Unit, S/N 120207; 15 Amp		
402	1-	Press Line #2, To Include:	50,000	56,000
		(1) Van Dorn Model 700-RS-125F- CV-LP 700-Ton Injection Molding Machine, S/N 649, Asset #P2, (1993); 125 Oz. Shot Size, 62" x 53.5" Platen Size, 45" x 36.5" Tie Bar Spacing, 14.5" Minimum Daylight, 71.25" Maximum Daylight, 44" Stroke, 6" Ejection Stroke; with Conair Vacuum Loader; and Van Dorn Model Pathfinder Control		
		(1) Lot of Press Line #2 Equipment, To Include:		
		(1) Sterlco Model M8412-A Temperature Control Unit, S/N 96524, (1996); 12 Amp		
		(1) Plastic Engineering & Technical Services Inc. Model 727P-12 Mold Temperature Control Unit, S/N K411; 12- Position		
		(1) Thermal Care Model Aquatherm RA 122004 Series Temperature Control Unit, S/N 04110049805, 2 hp		

Appraisal - Carlisle Engineered Products
Belleville, Michigan

Item #	Qty.	Effective Date: June 22, 2005	Forced Liquidation Value	Orderly Liquidation Value
403	1-	Press Line #3, To Include: (1) Van Dorn Model 700-RS-100 700-Ton Injection Molding Machine, S/N 700RS-100-125, Asset #P3, (1970); 80 Oz. Shot Size, 58.5" x 58" Platen Size, 34" x 34" Tie Bar Spacing, 10" Minimum Daylight, 30" Maximum Daylight, 14/28" Stroke, 4" Ejection Stroke; with Conair Vacuum Loader; Power Outfeed Conveyor; and Push- Button Control (1) Lot of Press Line #3 Equipment, To Include: (1) Sterlco Model M8412-A Temperature Control Unit, S/N 61875; 12 Amp (1) Plastic Engineering & Technical Services Model 727P-6 Mold Temperature Control Unit, S/N K412; 6- Position	3,500	5,000
404	1-	Press Line #4, To Include: (1) Van Dorn Model 300-RS-30F- VV-HT 300-Ton Injection Molding Machine, S/N 300RS- 30F-HT2086, Asset #P4, (1989); 30 Oz. Shot Size, 37" x 37" Platen Size, 25" x 25" Tie Bar Spacing, 8" Minimum Daylight, 49" Maximum Daylight, 24" Stroke, 6" Ejection Stroke; with Van Dorn Model CRT Pathfinder Control; Conair Loader; and Power Rubber Belt Conveyor	10,000	13,000

Appraisal -Carlisle Engineered Products
Belleville, Michigan

Item #	Qty.	Effective Date: June 22, 2005	Forced Liquidation Value	Orderly Liquidation Value
		(1) Lot of Press Line #4 Equipment, To Include: (1) Sterlco Model M8412-A Temperature Control Unit, S/N 52586; 12 Amp (1) Sterlco Model M8412-A Temperature Control Unit, S/N 61876; 12 Amp (1) Gammaflux Mold Temperature Control Unit; Single Position; 30 Amp		
405	1-	Press Line #5, To Include: (1) Van Dorn Model 300-RS-30R- VV-HT 300-Ton HT Series Injection Molding Machine, S/N 2103, Asset #P5, (1989); 30 Oz. Shot Size, 37" x 37" Platen Size, 25" x 25" Tie Bar Spacing, 8" Minimum Daylight, 49" Maximum Daylight, 24" Stroke, 6" Ejection Stroke; with Van Dorn Model CRT Pathfinder Control; Conair Loader; and Power Outfeed Conveyor (1) Lot of Press Line #5 Equipment, To Include: (1) Gammaflux 5-Amp Mold Temperature Control Unit; 2-Position (1) Ultimate Control Model WT-1110 Temperature Control Unit, S/N 190201 (1) Sterlco Model M8412-A Temperature Control Unit, S/N 57521; 12 Amp	9,000	12,000

Appraisal -Carlisle Engineered Products
Belleville, Michigan

Item #	Qty.	Effective Date: June 22, 2005	Forced Liquidation Value	Orderly Liquidation Value
406	1-	Press Line #6, To Include: (1) Van Dorn Model 300-RS-30F- VV-HT 300-Ton HT Series Injection Molding Machine, S/N 2110, Asset #P6, (1989); 30 Oz. Shot Size, 37" x 37" Platen Size, 25" x 25" Tie Bar Spacing, 8" Minimum Daylight, 49" Maximum Daylight, 24" Stroke, 6" Ejection Stroke; with Van Dorn Model CRT Pathfinder Control; Power Belt Conveyor; and Conair Loader (1) Lot of Press Line #6 Equipment, To Include: (1) Gammaflux Mold Temperature Control Unit; 2-Position, 50 Amp (1) Sterlco Model M8412-A Temperature Control Unit, S/N 49299; 24 Amp (1) Sterlco Model M8412-A Temperature Control Unit, S/N 54185; 12 Amp	9,500	12,000
407	1-	Press Line #7, To Include: (1) Van Dorn Model 300-RS-30F- HT 300-Ton HT Series Injection Molding Machine, S/N 2185, (1990); 30 Oz. Shot Size, 37" x 37" Platen Size, 25" x 25" Tie Bar Spacing, 8" Minimum Daylight, 49.52" Maximum Daylight, 11.56" Stroke, 6" Ejection Stroke; with Van Dorn Model CRT Pathfinder Control; Plastic Powered Belt Conveyor; and Conair Loader	11,000	13,000

Appraisal -Carlisle Engineered Products
Belleville, Michigan

Item #	Qty.	Effective Date: June 22, 2005	Forced Liquidation Value	Orderly Liquidation Value
		(1) Lot of Press Line #7 Equipment, To Include: (1) Sterlco Model M29410- GCX Temperature Control Unit, S/N 97G5420; 460 Volt, 16 Amp (1) Husky Model 13802 Mold Temperature Control Unit, S/N 0693- 13788-03; 20 Amp, 3- Position (1) Sterlco Model M8412-A Temperature Control Unit, S/N 48477; 24 Amp		
408	1-	Press Line #8, To Include: (1) Cincinnati Milacron Model 1000-165W/P 1,000-Ton Injection Molding Machine, S/N 3961A01/85-3, Asset #P8, (1985); 165 Oz. Shot Size, 63" x 79" Platen Size, 44" x 60" Tie Bar Spacing, 25" Minimum Daylight, 72" Maximum Daylight, 48" Stroke, 8" Ejection Stroke; with Control; and Conair Loader (1) Conair Model Sepro 01 PIP 3051 BZ Robot, S/N 4239, (1998); with Control (1) Lot of Press Line #8 Equipment, To Include: (1) Ultimate Control Model WT-1110 Temperature Control Unit, S/N 190205	24,000	28,000

Appraisal - Carlisle Engineered Products
Belleville, Michigan

Item #	Qty.	Effective Date: June 22, 2005	Forced Liquidation Value	Orderly Liquidation Value
		(1) Plastic Engineering & Technical Services Model 727-36 Mold Temperature Control Unit, S/N K1019B; 25 Amp, 480 Volt, 36- Position		
409	1-	Press Line #9, To Include: (1) Cincinnati Milacron Model 1000-165W/P 1,000-Ton Injection Molding Machine, S/N 3961A01/85-2, (1985); 165 Oz. Shot Size, 63" x 79" Platen Size, 44" x 50" Tie Bar Spacing, 24" Minimum Daylight, 72" Maximum Daylight, 48" Stroke, 8" Ejection Stroke; with Push- Button Control; and Conair Loader (1) Conair Model Sepro 04 PIP 3051 BB Robot, S/N 9143, (2002); with Sepro Model S900- II Control (1) Lot of Press Line #9 Equipment, To Include: (1) Plastic Engineering & Technical Services Model SSMC 2-36 Mold Temperature Control Unit, S/N K126B; 20 Amp, 480 Volt, 36- Position (1) Sterlco Model M8412- GX Temperature Control Unit, S/N 61102	26,000.	32,000

Appraisal -Carlisle Engineered Products
Belleville, Michigan

Item #	Qty.	Effective Date: June 22, 2005	Forced Liquidation Value	Orderly Liquidation Value
410	1-	Press Line #10, To Include: (1) Cincinnati Milacron Model 1000-165W/P 1,000-Ton Injection Molding Machine, S/N 3961A01/85-4, Asset #P10, (1985); 165 Oz. Shot Size, 63" x 79" Platen Size; 44" x 60" Tie Bar Spacing, 24" Minimum Daylight, 72" Maximum Daylight, 48" Stroke, 8" Ejection Stroke; with Push-Button Control; and Conair Loader (1) Conair Model Sepro 01 PIP 3051 BZ Robot, S/N 4238, (1998); with Sepro Model S900- II Control (1) Lot of Press Line #10 Equipment, To Include: (1) Sterlco Model M8412- GX Temperature Control Unit, S/N 65164; 15 Amp (1) Application Engineering Model TDVINX Chiller (1) Plastic Engineering & Technical Services Model 727A3-36 Mold Temperature Control Unit, S/N K651B; 25 Amp, 36-Position	24,000	28,000
411	1-	Press Line #11, To Include: (1) Van Dorn Model 1000H-RS- 165F-LP-CV 1,000-Ton Injection Molding Machine, S/N 263, Asset #P11, (1989); 165 Oz. Shot Size, 65" x 81" Platen Size, 44" x 73" Tie Bar Spacing, 22.5" Minimum Daylight, 72.5" Maximum Daylight, 50" Stroke, 8" Ejection Stroke; with	25,000	30,000

Appraisal -Carlisle Engineered Products
Belleville, Michigan

Item #	Qty.	Effective Date: June 22, 2005	Forced Liquidation Value	Orderly Liquidation Value
		Advantech Control; and Conair Loader		
	(1)	Conair Model Sepro 12 PIP 3051 BB Robot, S/N 7887, (2000); with Sepro Model S900- II Control		
	(1)	Lot of Press Line #11 Equipment, To Include:		
		(1) Application Engineering Chiller		
		(1) Plastic Engineering & Technical Services Mold Temperature Control Unit; 20 Amp, 36-Position		
412	1-	Press Line #12, To Include:	265,000	290,000
	(1)	Cincinnati Milacron Model MM725 105 725-Ton Double- Shot Injection Molding Machine, S/N H44A0200014, (2005); 105 Oz. Shot Size, 272 Hours Indicated; with Milacron Model Xtreem ST Control; Second Shot Station; and Conair Loader		
	(1)	Conair Model Sepro P11808 Robot, (2005); with Sepro Model Visual Control		
	(1)	Lot of Press Line #12 Equipment, To Include:		
		(1) Ultimate Control Model WT-1110 Temperature Control Unit, S/N 190202		

Appraisal -Carlisle Engineered Products
Belleville, Michigan

Item #	Qty.	Effective Date: June 22, 2005	Forced Liquidation Value	Orderly Liquidation Value
413	1-	Press Line #13, To Include:	66,000	70,000
		(1) Van Dorn Model 1500-RS-260F-CV-LP 1,500-Ton Double-Shot Injection Molding Machine, S/N 160, Asset #P13, (1990); 260 Oz. Shot Size, 96" x 76" Platen Size, 72" x 52" Tie Bar Spacing, 12" Minimum Daylight, 72" Maximum Daylight, 60" Stroke, 10" Ejection Stroke; with Van Dorn Model Pathfinder 5000 Control; and Conair Vacuum Loader		
		(1) Conair Model Sepro 10 PIP 3051 BZ Robot, S/N 6189, (1999); with Sepro Model S900-II Control		
		(1) Lot of Press Line #13 Equipment, To Include:		
		(1) Application Engineering Chiller		
		(1) Sterlco Model M8412-A Temperature Control Unit, S/N 67701; 12 Amp		
		(1) Lot of 2nd-Shot Equipment, To Include:		
		(1) Sterlco Model M8412-A Temperature Control Unit, S/N 48475; 24 Amp		
		(1) Plastic Engineering & Technical Services Model SSMC2-36 Mold Temperature Control Unit, S/N K1262A; 36-Position, 20 Amp		
		(1) Van Dorn Model Pathfinder 5000 Control		

Appraisal -Carlisle Engineered Products
Belleville, Michigan

Item #	Qty.	Effective Date: June 22, 2005	Forced Liquidation Value	Orderly Liquidation Value
		(1) Whitlock Model WD-225-Q Dryer, S/N 99M0857, Asset #12, 5 hp; 460 Volt, 44.29 Amp		
414	1-	Press Line #14, To Include: (1) HPM Model MLH1100WP-160 1,100-Ton Injection Molding Machine, S/N 98092, Asset #P14, (1998); 160 Oz. Shot Size, 66" x 81" Platen Size, 45" x 60" Tie Bar Spacing, 26" Minimum Daylight; 84" Maximum Daylight, 58" Stroke, 8" Ejection Stroke; with HPM Model Command 9000 Control; and Conair Vacuum Loader (1) Conair Model Sepro 10 PIP 3051 BB Robot, S/N 6661, (2000); with Sepro Model S900-II Control (1) Lot of Press Line #14 Equipment, To Include: (1) Sterlco Model M8412-A Temperature Control Unit, S/N 48478; 24 Amp (1) Ultimate Control Model WT-1110 Temperature Control Unit, S/N 190204 (1) Plastic Engineering & Technical Services Model 72783-36 Mold Temperature Control Unit, S/N K697; 25 Amp, 36-Position	135,000	162,000

Appraisal -Carlisle Engineered Products
Belleville, Michigan

Item #	Qty.	Effective Date: June 22, 2005	Forced Liquidation Value	Orderly Liquidation Value
415	1-	Press Line #15, To Include:	8,000	11,000
		(1) HPM 1,500-Ton Injection Molding Machine, Asset #P15, (1968); 260 Oz. Shot Size, 73" x 73" Platen Size, 48" x 48" Tie Bar Spacing, 15" Minimum Daylight, 75" Maximum Daylight, 60" Stroke, 10" Ejection Stroke; with Power Miser Electrical Control; Advantech Control; Whitlock 3,500-Lb.. Capacity Dryer Hopper; and Whitlock Model WD-225 Dryer, S/N 99A047A, 5 hp, 460 Amp, 39.6 Amp		
		(1) Star Automation Model TW-1700BM Robot; with Star Model Stec-311MC Control		
		(1) Lot of Press Line #15 Equipment, To Include:		
		(1) Sterlco Model M8412-A Temperature Control Unit, S/N 57499; 12 Amp		
		(1) Sterlco Model M8412-GX Temperature Control Unit, S/N 61097; 15 Amp		
		(1) Plastic Engineering & Technical Services Model 72783-24 Mold Temperature Control Unit, S/N K543; 30 Amp		
		(1) Lot of Conveyor Equipment, To Include:		
		(1) 48"W x 20'L Powered Rubber Belt Conveyor; Portable		

Appraisal -Carlisle Engineered Products
Belleville, Michigan

Item #	Qty.	Effective Date: June 22, 2005	Forced Liquidation Value	Orderly Liquidation Value
416	1-	Nissei Model TB150R18ASE 110-Ton Rotary Vertical Injection Molding Machine, S/N T15T003, (1998); with NC9300T Control; Conair Collection Hopper; and Conair Vacuum Loader	70,000	80,000
		Total Injection Molding:	\$ 752,000	\$ 862,000
		<u>Material Handling</u>		
417	1-	Whitlock Model WD-225-2 Dryer, S/N 99M0856, (1999), 5 hp; 45 Amp; with Conair 3,500-Lb. Capacity Dryer Hopper; and Loader	\$ 3,000	\$ 3,500
418	1-	Maguire Model NCS-10-MI Weigh Scale Blender, S/N 20160-4681, (2000); 5 Amp; with Rapid Compact Metal Separator; (2) Nucon Model Wiltmann Vacuum Loaders; 3-Position Maguire Collection Hopper; and Conair Model SLC48 Central Loading Control, S/N 120265	4,000	5,500
419	1-	Lot of Silos, To Include: (1) 178,000-Lb. Capacity Resin Silo (1) 162,000-Lb. Capacity Resin Silo (1) 250,000-Lb. Capacity Resin Silo (1) 230,000-Lb. Capacity Resin Silo	25,000	30,000
420	1-	Mould-Tek Twin-Tank Dryer; with New York Blower; Bry-Air Carousel Dryer; 3,500-Lb. Capacity Hopper Dryer, and Vacuum Loader	5,000	6,000

Appraisal - Carlisle Engineered Products
Belleville, Michigan

Item #	Qty.	Effective Date: June 22, 2005	Forced Liquidation Value	Orderly Liquidation Value
421	1-	Mould-Tek Twin-Tank Dryer; with New York Blower; Bry-Air Model LVB-10-BE Carousel Dryer, S/N 9802113272, (1998), 400°F Maximum Temperature; Mould-Tek Control; and Bry-Air 3,500-Lb. Capacity Dryer Hopper, with Vacuum Loader	5,000	6,000
422	1-	Conair Model CD-800 Dryer, S/N 149756; 480 Volt, 59 Amp; with Conair 3,500-Lb. Capacity Dryer Hopper; Vacuum Loader; and Conair Model 18125803 Infeed Hopper, S/N 148557	4,000	5,000
423	1-	Application Engineering Dryer, Asset #3; with 1,000-Lb. Dryer Hopper; and Conair Vacuum Loader, Asset #24	3,000	3,500
424	1-	Whitlock Model WD-225-2 Dryer, S/N 99M0855, (1999); 5 hp; 460 Volt, 44.29 Amp; with 1,000-Lb. Whitlock Dryer Hopper; and Vacuum Loader	3,000	3,500
425	1-	Whitlock Dryer; with 1,000-Lb. Capacity Dryer Hopper; and Vacuum Loader	3,000	3,500
426	1-	Conair Model CSD200 Dryer, S/N 9D1802, Asset #15; 480 Volt; with Whitlock 1,000-Lb. Capacity Hopper Dryer, Asset #21; and Conair Vacuum Loader	3,000	3,500
427	1-	Whitlock Dryer, Asset #10; with Whitlock 1,000-Lb. Capacity Dryer Hopper; and Conair Vacuum Loader	3,000	3,500
428	1-	Conair Model DO2A4000300 Dryer, S/N 0D1587, Asset #16; 480 Volt; with Whitlock 1,000-Lb. Capacity Dryer Hopper, Asset #19; and Vacuum Loader	3,000	3,500

Appraisal -Carlisle Engineered Products
Belleville, Michigan

Item #	Qty.	Effective Date: June 22, 2005	Forced Liquidation Value	Orderly Liquidation Value
429	1-	Whitlock Model WD-225-2 Dryer, S/N 99M0858, Asset #13, (1999), 5 hp; 460 Volt, 44.29 Amp; with Whitlock 1,000-Lb. Capacity Dryer Hopper, Asset #18; and Conair Vacuum Loader	3,000	3,500
430	1-	Whitlock Dryer, Asset #5; with Whitlock 1,000-Lb. Capacity Dryer Hopper, Asset #17; and Conair Vacuum Loader	3,000	3,500
431	1-	Lot of Conair Vacuum Equipment, To Include: (6) Conair Filters (5) Conair Model PB10 Vacuum Pumps, S/N 1409555; S/N 1409954; S/N Unknown; S/N 125837; and S/N 125836 (2) Mould-Tek Vacuum Pumps (1) Nucon Vacuum Pump	2,000	2,500
Total Material Handling:			\$ 72,000	\$ 86,500
<u>Maintenance</u>				
432	1-	Dake Model V-40 Vertical Band Saw, S/N 185375, (1985); 3" Throat, 26"W x 26"L Table	\$ 850	\$ 1,000
433	1-	Alliant Model 48VC Vertical Milling Machine, S/N 75026983; 9"W x 48"L; with Dynamics Research Corporation X- and Y-Axis Digital Readout; and Power Feed Worktable	2,000	2,500
434	1-	Boyar-Schultz Model HR618 Surface Grinder, S/N C-3668-HR; 6"W x 18"L Magnetic Chuck	500	600
435	1-	Ridgid Model 1224 Pipe Threader	2,000	2,500

Appraisal - Carlisle Engineered Products
Belleville, Michigan

Item #	Qty.	Effective Date: June 22, 2005	Forced Liquidation Value	Orderly Liquidation Value
436	1-	Leblond Makino Model Regal Engine Lathe, S/N 14C-679; 16" Swing, 58"L Bed, 1.5"D Feed Through	4,000	4,500
437	1-	Miller Model Millermatic 300 300-Amp Welder, S/N LA194686, (2000)	650	800
438	1-	Miller Model Dialarc H 100-Amp Welder, S/N JG085511, (1986); with Miller Model Coolmatic 3 Chiller, S/N KJ268812	250	300
439	1-	Wellsaw Model 8 Horizontal Band Saw, S/N 33081; 14"W x 11"H Opening	400	500
440	1-	Miller Model Dialarc 250 250-Amp Welder, S/N JF836870, (1985)	400	500
441	1-	Tai Pin Model TPR-1230 Radial Arm Drill, S/N 8370, (1981); 12" Column, 4'L Arm	1,500	1,800
442	1-	Lot of Miscellaneous Maintenance Equipment, To Include: Fanuc Robot; Double-End Grinder; Vise; Snow Blower; Parker Hydraulic Bending Unit; Conair Model CD-400 Dryer; Miscellaneous Maintenance Sterlco Temperature Control Units; etc.	3,000	4,000
Total Maintenance:			\$ 15,550	\$ 19,000

Throughout Plant

443	1-	Mt. Clemens Crane 20-Ton Double-Girder Bridge Crane; 35' Span; with Demag 10-Ton Capacity Hoist, Pendant Controlled	\$ 12,500	\$ 15,000
-----	----	---	-----------	-----------

Appraisal -Carlisle Engineered Products
Belleville, Michigan

Item #	Qty.	Effective Date: June 22, 2005	Forced Liquidation Value	Orderly Liquidation Value
444	1-	Michigan Crane 10-Ton Single-Girder Bridge Crane, S/N 03-5027; 35' Span, Top Riding; with 10-Ton Capacity Hoist	6,000	7,000
445	1-	Econoline Shot Blast Cabinet; 34"W x 38"L x 46"H; with Dayton Model 6C503D 2-Bag Dust Collector	300	350
446	1-	Application Engineering Model T3700D 400-Ton Cooling Tower, S/N 9781276, (1997); with (3) 40. hp Motors; (2) 20 hp Motors; 7'L x 12'L x 6'H Cooling Tank; Tower Klean Filter Station; and (2) 200-Ton Application Engineering Cooling Towers	10,000	12,000
447	1-	Application Engineering Chiller; with Control; (3) Compressors; Holding Tank; and (3) 35-Ton Application Engineering Cooling Towers	6,000	7,500
448	1-	Gardner Denver Model EAQ99K Rotary Screw Air Compressor, S/N 1091066, (2000), 100 hp	8,000	9,000
449	1-	Gardner Denver Model Auto-Sentry Rotary Screw Air Compressor, (1995), 100 hp; with Gardner Denver Model 7000185 Refrigerated Air Dryer, S/N 06-01-1998-3202, (1998)	3,000	4,000
450	1-	Granutec Model TFG-1624-50 16" x 24" 3-Blade Granulator, S/N 498-3213, (1998), 50 hp; with Outfeed Conveyor; and Blower	7,500	8,500
451	1-	Nelmor Model G12295 12" x 29" Granulator, S/N 86-11-25087, (1986), 15 hp; with Conair Self-Contained Vacuum Loader	3,000	4,000

Appraisal -Carlisle Engineered Products
Belleville, Michigan

Item #	Qty.	Effective Date: June 22, 2005	Forced Liquidation Value	Orderly Liquidation Value
452	1-	Nelmor Model G12295P 12" x 29" Granulator, S/N 94-02-733125, (1994), 15 hp; 12"H x 29"W Opening; with Conair Self-Contained Vacuum Loader	3,500	4,500
453	1-	Toledo Model 831-1541-FC 6,250-Lb. Scale, S/N 757249; 48"W x 60"L	750	1,000
454	1-	Nelmor Model G12295M1 12" x 29" Granulator, S/N 870125086, (1987), 15 hp; with 24"W x 8'L Inclined Powered Rubber Belt Conveyor; Vacuum Loader; and 3,500-Lb. Capacity Collection Hopper, with Dayton Dust Collector	3,500	4,500
455	1-	Fox Model 48 Baler, S/N 891528; 32"W x 50"L	800	1,000
456	1-	Plastic Engineering and Technical Services Model 72783-36 Temperature Control Unit, S/N K651A; 25 Amp, 36-Position	300	400
457	1-	Triology Machine Corp. Model BK-600 Coordinate Measuring Machine, S/N 641161, (1989); with Starrett Granite Surface Plate, 48"W x 96"L x 10"H; Renishaw Model L21365 Probe Head; 4"H; Tri-Measure Software; PC; Monitor; and Printer	3,000	5,000
458	1-	Gage Master Model Series 20 14" Optical Comparator, S/N 168; with Quadra-Check 200 Display	2,500	3,000
459	1-	Instron Model 4202 Tensile Tester, S/N 282; 16"W x 52"H; with Instron Control	2,000	2,500
460	1-	Xerox Model 2150 Plotter; 40"W	600	800

Appraisal -Carlisle Engineered Products
Belleville, Michigan

Item #	Qty.	Effective Date: June 22, 2005	Forced Liquidation Value	Orderly Liquidation Value
461	1-	Lot of Laboratory Equipment, To Include: (1) Kayenes Melt Flow Indexer (1) Arizona Instrument Model Computrac Max-2000 Moisture Analyzer (1) Mettler Toledo Model AE200 Scale (1) Sterling Model A20 Scale (2) Label Printers (1) Starrett Granite Surface Plate; 24"W x 36"L x 3"H	1,500	1,800
462	1-	Lot of Inspection Equipment, To Include: Hios Model HDP-50 Inspection System, (2005); Hios Model HDP-50 Inspection System, (2002); DVT Inspection Systems, (2005)	2,500	3,000
463	1-	Lot of Pallet Racking, To Include: Metal Tabbed Pallet Racks	2,000	3,000
464	1-	Lot of Factory and Support Equipment, To Include: Fans; Desks; Pallet Trucks; Vices; Grinders; etc.	3,000	4,000
465	1-	Lot of Office Furniture and Business Machines, To Include: File Cabinets; Desks; Shelves; Printers; Faxes; etc.	10,000	12,000
466	1-	Lot of Computer Equipment, To Include: Flat Panel Monitors; Dell Pentium IV Computers; Dell Poweredge 1400 SC Pentium III Server; IBM Model X-Series 225 Server; etc.	2,000	2,500
Total Throughout Plant:			\$ 94,250	\$ 116,350

Appraisal -Carlisle Engineered Products
Belleville, Michigan

Item #	Qty.	Effective Date: June 22, 2005	Forced Liquidation Value	Orderly Liquidation Value
<u>Rolling Stock</u>				
467	1-	Schreck Model RDH 40,000-Lb. Die Handler, S/N 16803, (1994); 50"W x 84"L Cart, 60" Lift, 32" Extended Reach, 706 Hours Indicated; with Pendant Controlled Cart	\$ 12,500	\$ 16,000
468	1-	Crown Model 40GPW-4-14 4,000-Lb. Pallet Jack, S/N 7A106300; (1992); 4'L	400	500
469	1-	Clark Model WP40 4,000-Lb. Pallet Jack, S/N WP40-0455-PM8161; 4'L	500	600
470	1-	Toyota Model 42-6FGCU30 6,000-Lb. LP Gas Lift Truck, S/N 60889, (1998); 187" Lift, 3-Stage Mast, Solid Tire	6,000	7,000
471	1-	JLG Model 33HA 500-Lb. Personnel Lift, S/N C3080012995; 33'H; (Not In Use)	400	500
472	1-	750-Lb. Scissor Lift, Asset #6; 3'W x 10'L	1,200	1,500
473	1-	Royal Model T300B 30,000-Lb. LP Gas Lift Truck, S/N 491L317; 107" Lift, 2-Stage Mast, 3,713 Hours Indicated	20,000	25,000
474	1-	Lift Rite Model L-68 2,000-Lb. Die Lift, S/N 707; 48" Lift Height	250	300
475	1-	1999 Taurus Model SE Automobile, VIN 1FAFP55U1YA140374; Automatic Transmission, Non-Leather Interior, 86,549 Miles Indicated	5,000	6,000
Total Rolling Stock:			\$ 46,250	\$ 57,400

Appraisal - Carlisle Engineered Products
Belleville, Michigan

Item #	Qty.	Effective Date: June 22, 2005	Forced Liquidation Value	Orderly Liquidation Value
Total Appraised Values - Carlisle Engineered Products 8707 Samuel Barton Drive Belleville, Michigan			<u>\$ 980,050</u>	<u>\$ 1,141,250</u>

EXHIBIT E
COLLATERAL ACCESS AGREEMENT

COLLATERAL ACCESS AGREEMENT
(Leased Location)

THIS COLLATERAL ACCESS AGREEMENT (this "Agreement"), executed and delivered as of this ____ day of August, 2005, by and between NL Ventures V Carlisle, L.P., a Texas limited partnership ("Landlord"), CEP Acquisition, LLC, an Ohio limited liability company ("Company"), and Wachovia Capital Finance Corporation (Central), in its capacity as agent ("Agent") for certain financial institutions ("Lenders").

W I T N E S S E T H

A. Agent, Lenders and Company are entering, and may from time to time hereafter enter, into various agreements, instruments and documents (collectively the "Financing Agreements") providing for Lenders to make or cause to be made certain financial accommodations for the benefit of Company.

B. To secure payment and performance of all of Company's obligations and liabilities to Lenders under the Financing Agreements (the "Obligations"), Lenders have required that Company grant to Agent a security interest in all of Company's existing and hereafter acquired property, including without limitation, cash, cash equivalents, goods, inventory, machinery, equipment, and furniture and trade fixtures (such as equipment bolted to floors), together with all additions, substitutions, replacements and improvements to, and proceeds of, the foregoing, but excluding building fixtures (such as plumbing, lighting and HVAC systems and the property described on Exhibit B attached hereto) (collectively, such property, other than the excluded building fixtures, the "Collateral"). Without limiting the foregoing, the Collateral includes the property listed on Exhibit A attached hereto.

C. All or some of the Collateral is now or from time to time hereafter may be located at the premises known as 8707 Samuel Barton Drive, Belleville, Michigan (the "Premises") and legally described on Exhibit C hereto, which Premises are owned and leased by Landlord to Company pursuant to that certain Lease Agreement dated August __, 2005 (said Lease, together with any and all renewals, extensions, amendments, modifications, substitutions, and replacements thereof, being hereinafter referred to as the "Lease").

D. As a condition precedent to making loans or advances under the Financing Agreements, Lenders have required Landlord to enter into this Agreement with Agent.

NOW, THEREFORE, in consideration of the foregoing and for other good and valuable consideration the receipt and sufficiency of which is hereby acknowledged, Landlord and Agent hereby covenant and agree with Company and Lenders as follows:

1. Estoppel. Landlord hereby certifies, as of the date hereof, that (a) the Lease is in full force and effect, (b) the Lease has not been modified, supplemented or amended in any way, and (c) there is no default by Company in the performance of any of its

obligations under the Lease, and there is no fact or circumstance which, with the giving of notice or the passage of time, would become a default.

2. Default Under the Lease. Landlord agrees to provide Agent with (a) a copy of any cancellation, amendment, consent, or waiver under the Lease, and (b) written notice of any default by Company under the Lease (a "Default Notice") at the same time as it sends such notice to Company; provided, that (i) Agent shall have at least ten (10) days following receipt of such Default Notice to cure such default before the Lease terminates, and (ii) Agent shall not be under any obligation to cure any default by Company under the Lease. No action by Agent pursuant to this Agreement shall constitute or be deemed to be an assumption by Agent of any obligation under the Lease, and Agent shall not have any obligation to Landlord. No obligation to Landlord to provide notice under this paragraph in any way limits Landlord's rights, powers or remedies in regard to Company under the Lease.

3. Personal Property. Landlord agrees that the Collateral is and shall remain personal property notwithstanding the manner or mode of the attachment of any item of Collateral to the Premises, and is not, and shall not become, or be deemed to be, fixtures.

4. Right of Access. Agent may have access to the Premises at any time during normal business hours for the purpose of inspecting, appraising, repossessing, removing, preparing for sale, advertising, displaying, selling (including conducting "going out of business" sales), disposing or otherwise dealing with the Collateral or any part thereof in accordance with the terms and conditions of the Financing Agreements without objection, delay, hindrance or interference by Landlord; provided that if the "Access Termination Date" (as defined below) has occurred, Agent's right to access the Premises under this Agreement shall be subject to the following: (i) such access period shall terminate ninety (90) days following the Access Termination Date and shall not commence until Agent provides written notice to Landlord of its election to access the Premises as provided above (such notice by Agent, the "Access Notice"; such period commencing on delivery of such Access Notice and ending ninety (90) days following the Access Termination Date, the "Access Period"), and (ii) during the Access Period (which period of access may be terminated by Agent at any time), Agent will pay to Landlord an access fee for each day during such Access Period equal to the "Per Diem Fee" (as defined below). The Access Fee shall be payable monthly in advance based on the number of days in a month during such Access Period that Agent estimates for access with a settlement at the end of such month for the actual days of access. "Access Termination Date" means the date Agent receives written certification from Landlord that the Lease and Company's possessory interest in the Premises have been terminated and Company has no right of access to the Premises. "Per Diem Fee" means, for any day of a month during the Access Period, the current, non-default basic rent due for such month under the Lease (exclusive of past due rent, but including all pass through expenses under the Lease), divided by 30. Agent shall promptly repair or shall reimburse Landlord for the cost of any repair of any physical injury to the Premises caused by Agent's removal of the Collateral and Agent shall indemnify, defend and hold Landlord harmless from and against any loss, damage, cost, claim, liability or expense, including attorneys' fees, suffered by Landlord arising from Agent or its agent's entry and presence on the Premises. Agent shall not be liable for any diminution in value of the Premises caused by the absence of Collateral

actually removed or by any necessity of replacing the Collateral. Under no circumstances shall Agent be liable for any past due rent owing by Company to Landlord. The right of access provided in this Section 4 is a contractual right granted by Landlord to Agent and is not intended to limit Agent's rights, if any, to obtain access to the Premises in any other manner provided under applicable law.

5. Subordination. Landlord subordinates to the rights of Agent each and every right which Landlord now has or hereafter may have, under the laws of the State in which the Premises are located, or by virtue of the Lease, or by virtue of Company's occupation of the Premises, to levy or distrain upon, for rent, in arrears, in advance or both or for any monetary obligation arising by reason of default under the Lease, or to claim or assert any lien, security interest, right, claim or title to any or all of the Collateral, which now or hereafter may be, or may be installed, on said Premises. Agent and Landlord hereby agree that the provisions of this Section 5 are made in favor, and shall inure to the benefit, of only Agent, Lenders and their respective successors and assigns, and to no other persons.

6. Continued Effectiveness. Agent and Lenders may, without affecting the validity of this Agreement, extend, amend or in any way modify the terms of the Financing Agreements. This Agreement shall continue in force until all of Company's obligations and liabilities to Agent and Lenders are paid and satisfied in full and all obligations of Agent and Lenders under the Financing Agreements have been terminated. Agent shall provide notice to Landlord of the release of Company from all obligations under the Financing Agreements. This Agreement shall be binding upon and shall inure to the benefit of Agent and Landlord and their respective administrators, successors, transferees or assignees.

7. Notices. All notices given under this Agreement shall be sent either by U.S. Mail, postage prepaid, certified, return receipt requested, or by Federal Express or other overnight courier service, at the following address:

If to Agent: Wachovia Capital Finance Corporation (Central)
150 South Wacker Drive, Suite 2200
Chicago, Illinois 60606
Attention: Portfolio and Relationship Manager

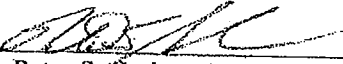
If to Landlord: NL Ventures V Carlisle, L.P.
c/o AIC Venture
8080 North Central Expressway, Suite 1080
Dallas, Texas 75206
Attention: Peter S. Carlsen

IN WITNESS WHEREOF, this Agreement has been duly executed and delivered as of the day and year specified at the beginning hereof.

LANDLORD:

NL VENTURES V CARLISLE, L.P., a Texas limited partnership

By: NL VENTURES V CARLISLE
MANAGEMENT, L.L.C., a Texas limited liability company, its sole General Partner

By 
Peter S. Carlsen, President

AGENT:

WACHOVIA CAPITAL FINANCE
CORPORATION (CENTRAL), an Illinois corporation, as Agent

By _____
Name _____
Title _____

COMPANY:

CEP ACQUISITION, LLC, an Ohio limited liability company

By _____
Name _____
Title _____

ACKNOWLEDGMENT

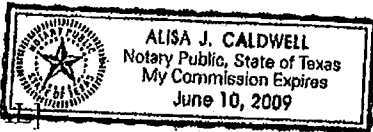
STATE OF TEXAS

COUNTY OF DALLAS

The foregoing Collateral Access Agreement was acknowledged before me this 16th day of August, 2005, by Peter S. Carlsen, the President of NL Ventures V Carlisle Management, L.L.C., a Texas limited liability company and General Partner of NL Ventures V Carlisle, L.P., as Texas limited partnership, for and on behalf of said limited partnership.

Alisa J. Caldwell
Notary Public

Name: Alisa J. Caldwell
(type, printed or stamped)



[SEAL]

My appointment expires:

June 10, 2009

ACKNOWLEDGMENT

STATE OF ILLINOIS

COUNTY OF COOK

The foregoing Collateral Access Agreement was acknowledged before me this _____ day of August, 2005, by _____ of Wachovia Capital Finance Corporation (Central), an Illinois corporation, on behalf of the corporation.

Notary Public

Name: _____
(type, printed or stamped)

[SEAL]

My appointment expires:

ACKNOWLEDGMENT

STATE OF _____

COUNTY OF _____

The foregoing Collateral Access Agreement was acknowledged before me this _____ day of August, 2005, by _____ of CEP Acquisition, LLC, an Ohio limited liability company, on behalf of the limited liability company.

Notary Public

Name: _____
(type, printed or stamped)

[SEAL]

My appointment expires:

EXHIBIT A

List of Property Included in Collateral

See Attached

EXHIBIT B

List of Landlord's Property, Equipment and Fixtures

All gas and electric fixtures, appliances and wiring, engines, boilers, water chillers (for heating, ventilating and air-conditioning), elevators, escalators, incinerators, motors, dynamos, heating and air conditioning equipment, mechanical and air handling equipment, lighting fixtures, doors and door frames, hardware, sinks, water closets, basins, pipes, electrical systems, faucets, fire prevention and extinguishing apparatus, central music and public address systems, burglar alarms, security systems and equipment, shades, awnings, screens, blinds, rugs, carpets and other floor coverings, drapes, curtains, and other furnishings and décor equipment, spare parts, materials and supplies, for the ownership, use, operating, maintenance and repair of the Premises.

EXHIBIT C

Legal Description of Premises

A PARCEL OF LAND BEING A PART OF THE SOUTHWEST ¼ OF SECTION 12, T3S, R8E, VAN BUREN TOWNSHIP, WAYNE COUNTY, MICHIGAN, DESCRIBED AS FOLLOWS: COMMENCING AT THE WEST ¼ CORNER OF SECTION 12, T3S, R8E, VAN BUREN TOWNSHIP, WAYNE COUNTY, MICHIGAN AND PROCEEDING THENCE N 89° 45 MINUTES 57 SECONDS E 862.40 FEET ALONG WITH THE EAST AND WEST ¼ LINE AND S 02° 27 MINUTES 47 SECONDS E 639.91 FEET TO THE POINT OF BEGINNING PROCEEDING THENCE N 89° 45 MINUTES 47 SECONDS E 523.40 FEET TO THE WESTERLY LINE OF I-275 EXPRESSWAY; THENCE ALONG SAID WESTERLY LINE 382.91 FEET ALONG THE ARC OF A CURVE TO THE LEFT HAVING A RADIUS OF 4039.72 FEET PASSING THROUGH A CENTRAL ANGLE OF 05° 25 MINUTES 51 SECONDS WITH A LONG CHORD BEARING S 05° 20 MINUTES 33 SECONDS E 382.77 FEET; THENCE S 02° 46 MINUTES 55 SECONDS E 29.05 FEET; THENCE S 89° 45 MINUTES 57 SECONDS W 542.56 FEET; THENCE N 03° 08 MINUTES 40 SECONDS W 20.90 FEET; THENCE N 02° 27 MINUTES 47 SECONDS W 389.69 FEET TO THE POINT OF BEGINNING.

TOGETHER WITH AN EASEMENT FOR INGRESS AND EGRESS TO AND FROM TYLER ROAD, AS DESCRIBED IN THE EASEMENT AND MAINTENANCE AGREEMENT RECORDED AT LIBER 21777, PAGE 336, WAYNE COUNTY RECORDS.