

LEASE AGREEMENT

THIS LEASE AGREEMENT is entered into effective the 12th day of January, 2001, by and between **BOTTING-THOMPSON REALTY, LTD.**, an Ohio limited liability company ("Landlord") and **CARLISLE ENGINEERED PRODUCTS, INC.**, a Delaware corporation ("Tenant").

In consideration of the mutual promises and covenants set forth in this Agreement, Landlord and Tenant agree as follows:

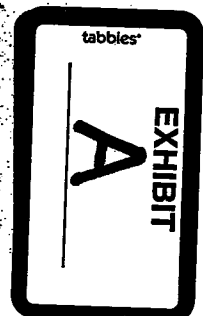
1. **Grant of Lease.** In consideration of the rental payments provided herein and the performance of the mutual covenants hereinafter set forth, Landlord leases to Tenant and Tenant leases from Landlord the real estate, including all buildings and improvements (collectively referred to as the "Property") located at 119 East Dayton Street, West Alexandria, OH 45381, as more fully described in the attached Exhibit "A."

2. **Term of Lease.** This Lease shall be effective for a term of ten (10) years beginning January 12, 2001 (the "Commencement Date"), and ending January 11, 2011 (the "Initial Term"). The Tenant shall have the right to renew this Lease for an additional term of three (3) years (the "Renewal Term" and, together with the Initial Term, the "Term") with rent at an amount in accordance with Section 3 below, payable in full and in advance on the twelfth day of each and every month thereafter, but otherwise on the same terms and conditions as the Initial Term. Tenant's renewal option shall be exercised by written notice delivered to the Landlord on or before July 1, 2010. In the event Tenant does not exercise its option to purchase the Property according to Section 4 and holds over beyond the expiration of the Term, such holding over shall be deemed a month-to-month tenancy only, rent at an amount in accordance with Section 3 below, payable in full and in advance on the twelfth day of each and every month thereafter until the tenancy is terminated in a manner provided by law.

3. Fixed Rent.

A. During the Initial Term of this Lease, Tenant shall pay Landlord fixed rent in the annual sum of one hundred forty-six thousand five hundred dollars (\$146,500), without demand and without setoff or deduction (except as set forth in Section 9.A.) in equal monthly installments of twelve thousand two hundred eight dollars and thirty-three cents (\$12,208.33) paid in advance by the twelfth day of each month included in the Initial Term.

B. During the Renewal Term of this Lease, Tenant shall pay Landlord fixed rent in the annual sum to be determined by agreement of the Landlord and Tenant. If the Landlord and Tenant are unable to agree on such rent, the rent during the Renewal Term shall be determined by appraisal in the following manner: Landlord and Tenant shall agree on a qualified real estate appraiser and such appraiser shall determine the fair market value rent. If the Tenant and the Landlord cannot agree on an appraiser, then each shall appoint a qualified real estate appraiser (the "Appraisers"). The Appraisers shall choose a qualified and independent third appraiser (the "Third Appraiser") who shall determine the fair market value rent, the cost and expense of which shall be borne equally by Landlord and Tenant. The fair market value rent as determined by the Third Appraiser when made, certified and delivered to the Landlord and the Tenant shall be binding upon the parties. The rent during



the Renewal Term shall be payable without demand and without setoff or deduction (except as set forth in Section 9.A.) in equal monthly installments paid in advance by the twelfth day of each month included in the Renewal Term. Notwithstanding anything in this Section 3.B. to the contrary, the rent during the Renewal Term shall not exceed one hundred forty-six thousand five hundred dollars (\$146,500) per year.

C. During any holdover period, the monthly rent shall be equal to twenty two thousand five hundred dollars (\$22,500) per month without demand and without setoff or deduction (except as set forth in Section 9.A.) paid in advance by the twelfth day of each month included in the Renewal Term.

D. All rent payments under this Lease shall be payable by Tenant at 8569 Germantown Road, West Alexandria, Ohio 45381, or at such other place as Landlord shall designate from time to time in writing.

4. Option to Purchase.

A. In consideration of Tenant's promises and covenants herein, together with other good and valuable consideration, receipt and sufficiency of which Landlord acknowledges, Landlord hereby grants to Tenant the exclusive option (the "Option") to purchase the Property at the end of the Initial Term and the Renewal Term for the lesser of: (i) the then book value of the Property, which shall be calculated by taking the book value as of the date hereof (the "Present Book Value") and subtracting all depreciation calculated according to the same methodology used by the Landlord as of the Commencement Date (it being agreed and understood by the parties that any insurance proceeds used to restore the Property shall not be taken into account for this purpose) or (ii) the fair market value of the Property as determined in accordance with Section 5 below (the "Exercise Price"). As of the Commencement Date, a facility is being constructed on the Property, therefore the Present Book Value is still being calculated by Landlord. When the Present Book Value is calculated by Landlord, but in no case later than February 26, 2001, the Landlord will provide the Present Book Value in writing to Tenant. The Tenant may only exercise the Option during: (i) the period beginning on January 10, 2010 and ending July 1, 2010, if Tenant fails to exercise its right to renew this Lease for the Renewal Term; or (ii) the period beginning on January 10, 2013 and ending on July 1, 2013, if Tenant exercises its right to renew this Lease for the Renewal Term; (collectively, the "Option Period"). The Option shall automatically terminate upon the termination of this Lease. If Tenant wishes to exercise the Option, it must notify the Landlord in writing during the Option Period (the "Option Notice").

B. If Tenant: (a) fails to deliver the Option Notice during the Option Period; (b) fails to purchase the Property within fifteen (15) days after the end of the Initial Term, if Tenant did not exercise its right to renew this Lease for the Renewal Term; or (c) fails to purchase the Property within fifteen (15) days after the end of the Renewal Term, if Tenant exercises its right to renew this Lease for the Renewal Term; (provided, in the case of subclauses (b) and (c), Landlord would otherwise be able to satisfy the conveyance terms described in Section 5), Tenant shall pay to Landlord a fee of one hundred and twenty-five thousand dollars (\$125,000) as a termination fee (the "Termination Fee"). The Termination Fee shall

be due and payable within ten (10) days of: (a) the end of the Option Period if Tenant fails to deliver the Option Notice during the Option Period; or (b) the end of the Initial Term or the Renewal Term if Tenant fails to purchase the Property within fifteen (15) days after the end of the applicable Term. Tenant hereby acknowledges the reasonableness of the Termination Fee given the circumstances and the relationship between the parties.

5. Conveyance Terms.

A. Upon the exercise of the Option by the Tenant during the Option Period, Landlord shall, within fifteen (15) days of the end of the Initial Term or the Renewal Term, convey to Tenant the Property by warranty deed free and clear of all encumbrances and other liens, charges, covenants, conditions, easements, reservations, and lease agreements of any kind (collectively, "Encumbrances"), other than such Encumbrances: (a) caused by or on behalf of Tenant; or (b) of record; provided that such Encumbrances of record are no more than mere imperfections of title and do not materially interfere with: (i) the use of the Property, assuming the use of the Property is the same as it is on the Commencement Date, or (ii) the value of the Property assuming the Property is used as it is currently being used; at which time Tenant shall pay to Landlord the Exercise Price (the date of conveyance and transfer is hereinafter referred to as the "Closing Date"). On the Closing Date, Landlord shall, at Landlord's expense, deliver to Tenant (i) a commitment from a reputable title insurance company licensed to conduct insurance business in Ohio, dated as of the Closing Date, to issue an ALTA Owner's policy: (1) insuring that the Tenant has good and marketable fee simple title to the Property, and to any easements benefiting the Property, (2) including such endorsements as the Tenant shall reasonably elect to order, at Tenant's sole expense; and (3) naming the Tenant as insured; and (ii) an ALTA land survey from a surveyor licensed in Ohio showing (1) none of the improvements or structures on the Property encroaches upon the property of another person and no improvement or structure of any person encroaches upon the Property, and (2) no encroachments, encumbrances or other title matters that would materially interfere with: (i) the use of the Property, assuming the use of the Property is the same as it is on the Commencement Date, or (ii) the value of the Property given the Property's current use.

B. In the event Landlord and Tenant cannot agree on the fair market value of the Property, the fair market value of the Property shall be determined by appraisal in the following manner: Landlord and Tenant shall agree on a qualified real estate appraiser and such appraiser shall determine the fair market value. If the Tenant and the Landlord cannot agree on an appraiser, then each shall appoint a qualified real estate appraiser (the "Appraisers"). The Appraisers shall choose a qualified and independent third appraiser (the "Third Appraiser") to render an appraisal of the Property, the cost and expense of which shall be borne equally by Landlord and Tenant. The fair market value as determined by the Third Appraiser when made, certified and delivered to the Landlord and the Tenant shall be binding upon the parties. Except for the costs associated with obtaining the title insurance and survey of the Property, which shall be borne by the Landlord, all other costs associated with such conveyance of the Property shall be borne by the party legally responsible for such costs.

6. **Taxes and Assessments.** In addition to the foregoing rental sums, Tenant shall, as further consideration for this Lease, pay and discharge all taxes, general and special assessments, and other charges of every description that become due and payable during the Term or any holdover of this Lease that may be levied on or assessed against the Property and all interests therein and all improvements and other property thereon, whether belonging to Landlord or to Tenant, or to which either of them may become liable in relation thereto.

A. **Hold Harmless.** Tenant agrees to and shall protect and hold harmless Landlord and the Property from any liability for any and all such taxes, assessments, and charges, together with any interest, penalties, or other sums imposed thereon, and from any sale or other proceeding to enforce payment thereof.

B. **Payment of Taxes and Assessments.** Tenant agrees to and shall timely pay all such taxes, assessments, and charges directly, and shall give written notice of each such payment to Landlord within twenty (20) days after such payment is made.

C. **Payment by Landlord on Tenant's Default.** If Tenant fails to pay such taxes, assessments, or charges, Landlord may, at its option, pay such taxes, assessments or charges, together with all penalties and interest that may have been added because of Tenant's delinquency or default, and may likewise redeem the Property, or any part thereof, from any tax sale. Any amounts so paid by Landlord shall become immediately due and payable as additional rent by Tenant to Landlord, together with interest thereon at the rate of twelve percent (12%) per annum from the date of payment by Landlord until paid by Tenant. Any such payment by Landlord shall not be deemed to be a waiver of any other rights that Landlord may have under the provisions of this Lease or as provided by law.

D. **Contesting Levy, Assessment, or Charge.** Tenant shall have the right (but not the obligation), to protest or contest the legality or amount of any such taxes, assessments, or charges required to be paid by Tenant. If such contest is made by Tenant in the name of Landlord, Landlord shall be notified at least ten (10) days prior to the commencement of the proceeding, and Landlord shall reasonably cooperate in such contest. Any such contest shall be at the sole cost and expense of Tenant.

7. **Insurance.** During the Term of this Lease, Tenant shall maintain and carry, at its sole cost and expense, the following insurance coverage:

A. **Fire and Extended Coverage.** Fire, extended coverage, and "all risk" perils insurance, insuring the building and all fixtures, improvements, personal property and contents of or use on the Property (the "Covered Items"), whether or not owned by Landlord or Tenant, in a minimum amount at least equal to the present replacement value of all the Covered Items.

B. **Liability Insurance.** General public liability insurance with minimum coverage in the amount of two million dollars (\$2 million) insuring against any claim or claims for damages arising by reason of personal injury or death, or damage to the Property resulting in or upon the Property.

C. **Additional Insured.** Landlord shall be named as an additional insured and loss payee on all such policies of insurance required under the terms of this Lease. Such policies shall require at least thirty (30) days' notice to the Landlord prior to any lapse or non-renewal of such coverage.

D. **Proof of Coverage.** Upon securing the foregoing insurance coverage, Tenant shall provide Landlord with copies of all policies of insurance together with proof of payment of all premiums on such policies.

E. **Failure to Secure.** If Tenant fails to secure or maintain any of the foregoing insurance, Landlord shall be permitted but not obligated to obtain such insurance in Tenant's name or as the agent of Tenant and shall be immediately compensated and reimbursed by Tenant for the cost of such insurance premiums paid by Landlord at the rate of twelve percent (12%) per annum computed from the date that Landlord actually makes payment of such premiums. Any such payment by Landlord shall not be deemed to be a waiver of any other rights that Landlord may have under the provisions of this Lease or as provided by law.

F. **Notice.** If any building, or any fixtures, improvements, or contents of the Property should be damaged or destroyed by fire, flood or casualty, or if any event occurs that could give rise to a claim or claims for damages, death, or destruction of property, Tenant shall give prompt written notice thereof to Landlord.

G. **Total Destruction.** If any building on the Property should be totally destroyed by fire, flood, or other casualty, or if it should be damaged to the extent that rebuilding or repairs cannot reasonably be completed within one hundred eighty (180) working days from the date of written notification by Tenant to Landlord of the occurrence of such damage, Tenant shall have the option: (i) to terminate this Lease and the rent shall be abated for the unexpired portion of this Lease, effective as of the date of such written notification; or (ii) to rebuild the buildings on the Property to substantially the same type and condition which it existed prior to such damage and only in a manner consistent with the general structure of the Property. If Tenant elects option 7.G(ii), the Landlord shall have the right to approve in advance all such new improvements, structures, buildings, additions, fixtures or other alterations to the Property (including approval of all plans, drawings or blueprints for such improvements, structures, buildings, additions, fixtures or other alterations), which approval shall not be unreasonably withheld, conditioned or delayed. The rental payments due hereunder during the period in which the Property is untenantable shall be adjusted equitably, but in no circumstances shall such adjustment exceed a period equal to six months.

H. **Partial Damage.** If any building on the Property should be damaged by fire, flood, or other casualty, but only to such an extent that rebuilding or repairs could reasonably be completed within one hundred eighty (180) working days from the date of written notification by Tenant to Landlord of the occurrence of such damage, this Lease shall not terminate, but Tenant shall, at its sole cost and expense, proceed to repair or rebuild the building to substantially the same condition to which it existed prior to such damage. The

rental payments due hereunder during the period in which the Property is untenable shall be adjusted equitably.

I. Proceeds. Any insurance proceeds payable by reason of total destruction to the Property by fire, flood, or other casualty, shall be payable solely to Landlord if Tenant elects option 7.G.(i). Insurance proceeds payable by: (i) reason of partial destruction to the Property; or (ii) reason of total destruction to the Property under Section 7.G.(ii); by fire, flood, or other casualty shall be payable solely to Tenant; provided, however, Tenant shall use such proceeds to fulfill its obligation to repair or rebuild the buildings as set forth in Section 7.G. and 7.H. above. In the event of a dispute between Landlord and Tenant as to whether the destruction is partial or total, the Landlord and Tenant shall each appoint an appraiser, and the two appraisers shall appoint a third appraiser who shall determine whether or not the rebuilding or repairs could reasonably be completed within one-hundred and eighty (180) working days. The decision of the third appraiser shall be final and binding on the parties.

8. Maintenance and Repairs. During the Term of this Lease, Tenant shall, at its sole cost and expense, provide all maintenance and repair to the Property, and keep the same in the condition existing on the Commencement Date. All such maintenance and repair shall be in accordance with applicable law. In addition, Tenant shall be responsible for all costs and expenses associated with all maintenance and repair or replacement of the structural and roof components of the building on the Property and all maintenance repair or replacement of the fixtures therein, including all plumbing, heating, air conditioning, and ventilation systems. In the event Tenant fails to properly maintain and repair the Property, Landlord shall have the option to cause such maintenance and repair to be completed, whereupon the cost thereof shall be immediately due and payable by Tenant upon demand from Landlord together with interest on such costs and expenses at the rate of twelve percent (12%) per annum computed from the date Landlord made demand upon Tenant. Any such payment by Landlord shall not be deemed to be a waiver of any other rights that Landlord may have under the provisions of this Lease or as provided by law. Notwithstanding anything in this Section 8 to the contrary, Landlord shall be responsible for the maintenance and repair of the structural and roof components for the building that is to be completed in January 2001 (the "Building"), but only until the first anniversary of the Commencement Date and only if such maintenance and repair is not caused by the negligence or breach of this Lease by Landlord; provided, however, Tenant agrees that Landlord will not be responsible for any maintenance and repair if it is necessary due to Tenant installing or otherwise placing in the Building any equipment, presses, cranes or other items that exceed in weight the equipment, presses, cranes that are currently located on the Property. After the first anniversary of the Commencement Date, the Landlord will assign any warranties Landlord received for such building (the "Warranties") to the Tenant (to the extent such Warranties can be assigned). If the Tenant fails to exercise the Option pursuant to Section 4 of this Lease, then at the termination of this Lease, Tenant will assign such Warranties back to the Landlord (to the extent such Warranties can be assigned).

9. Covenants of the Tenant. During the Term of this Lease, and in addition to all obligations imposed by law, Tenant covenants and agrees with Landlord as follows:

A. **Pay Rent.** Tenant shall pay all rental charges, whether fixed or additional, immediately as the same become due, and without prior demand or notice and without the right of set-off or deduction; provided, however, that Tenant shall be entitled to set-off against such rental charges any Loss sustained by Purchaser under that certain Agreement for Purchase and Sale of Assets (the "Asset Purchase Agreement"), dated the date hereof, by and among, Tenant, Paramount Plastic Products, Inc., William A. Botting and Trent L. Thompson, but only to the extent the existence of such Loss, the amount of such Loss, and the liability of Paramount Plastic Products, Inc., William A. Botting and Trent L. Thompson for such Loss has been determined affirmatively by a court of competent jurisdiction.

B. **Use of Property.** Landlord shall use the Property only for such purposes as are necessary to conduct its present plastic mold business and all other uses normally incident thereto, but for no other purpose without the prior written consent of Landlord, which consent shall not be unreasonably withheld.

C. **Abide by Laws.** Tenant shall abide by all laws, regulations, rules, and orders of any federal, state, or local governmental authority concerning the operation of Tenant's business, and promptly pay all costs, expenses, fines and penalties resulting from failure to observe the same.

D. **Cleanliness.** Tenant agrees to keep the Property in a clean, neat, healthful, well-maintained and orderly condition and to keep the Property free of debris, trash, garbage or refuse (except that reasonable amounts may be kept temporarily in closed containers in the places provided in the service areas), noxious or injurious materials or odors and free from vermin, insects or pests, excessive vibrations, loud or constant noises, dangerous materials and all other nuisances.

E. **Repairs.** Tenant shall, in accordance with Section 8, keep and maintain the Property in its current condition, free from any and all hazardous conditions or defects, and shall keep all pavements, walks, and appurtenances free and clear of ice, snow, trash, and other debris.

F. **No Waste.** Tenant shall use and occupy the Property in a careful, safe and proper manner and shall not commit waste thereon.

G. **Utilities.** Tenant shall, at its sole cost and expense, pay for all public utility service rendered or furnished to the Property during the Term of this Lease and during any holdover period, including water, sewer, gas, electric, heat, telephone, and trash collection charges and all other levies or assessments of utility service.

H. **Improvements.** Tenant shall have the right to improve, add to, or alter the Property and to install fixtures thereon, only in a manner consistent with the general structure of the Property, and only with the prior consent of the Landlord; such consent shall include but not be limited to Landlord's approval of any new improvements, structures, buildings, additions, fixtures or other alterations (the "Alterations") to the Property (including approval of all plans, drawings or blueprints for the Alterations). Provided, however, that Tenant shall

not remove the Alterations without the prior written consent of Landlord and provided further, that upon expiration or termination of this Lease all of the Alterations placed on or made to the Property by Tenant shall revert to and become the absolute property of Landlord free and clear of any and all claims against such items by Tenant or any third party. All of the Alterations done by Tenant on the Property shall be performed in a good and workmanlike and first-class manner, and in compliance with all governmental requirements. Tenant agrees to indemnify Landlord and hold Landlord harmless against any loss, liability or damage resulting from such work, or the Alterations, and Tenant shall, if requested by Landlord, furnish bond or other security satisfactory to Landlord against any such loss, liability or damage. Notwithstanding the foregoing, the Tenant shall be permitted to make interior non-structural alterations without the prior written consent of the Landlord. Any consent required of Landlord under this Lease Agreement shall not be unreasonably withheld, conditioned or delayed.

I. **Inspections.** Tenant shall permit Landlord or its agents to inspect and examine the Property at any reasonable time and following reasonable notice and shall permit Landlord to make such repairs to the Property as Landlord may deem desirable or necessary for its safety or preservation and that Tenant has failed to do and perform.

J. **Damages.** Tenant, its affiliates, subsidiaries, parents and other related entities whether in existence as of this date or in the future ("Indemnifying Parties") shall indemnify and hold Landlord harmless from any and all loss, cost, or damage that may occur or be claimed with respect to any person or persons, corporations, property, or chattels on or about the Property resulting from any act done or omission by or through Tenant, or resulting from Tenant's use, nonuse, misuse, or possession of the Property, and including any and all loss, cost, liability, expenses, or attorney fees resulting therefrom, except as such may result from or be caused by the direct negligence, recklessness or intentional conduct of Landlord or its agents or employees. In addition, the Indemnifying Parties shall indemnify and hold Landlord harmless from any and all loss, cost, or damage that may occur or be claimed relating to the failure of Tenant to perform any covenant under this Lease and/or the breach of any representation or warranty made by Tenant under this Lease.

K. **Liens.** Tenant warrants that it will not permit, cause or suffer any construction lien, mechanic's lien, materialmen's lien or any other type of lien to be placed on the Property arising from work performed on the Property by or on behalf of Tenant, and shall indemnify Landlord from all costs, including attorney fees, incurred as a result of any such lien. The parties agree and acknowledge that the Landlord is currently completing the construction of an addition to the Property and that Landlord shall be responsible for any liens or other encumbrances attributable to such construction.

L. **Exoneration.** All of Tenant's personal property, including inventory and trade fixtures, that shall be placed in or about the Property shall be at Tenant's sole risk, and Landlord and its agents and employees shall not be liable to Tenant or its agents, employees, or customers for any theft, loss, or misappropriation thereof, or for any damage or injury thereto, by reason of explosion, water, rain, snow, frost, steam, gas, electricity, heat or cold, dampness, sewers or sewage, odors, noise, leaks from any part of the building or the roof, the

bursting or leaking of any pipes, plumbing, electrical wiring and equipment, and fixtures of all kinds, or by any act or cause whatsoever or from any patent or latent defect in the Property.

10. Environmental Issues.

A. Environmental Report. Attached as Exhibit B is the Environmental Site Evaluation (the "Environmental Report") prepared by Cox, Colvin & Associates, Inc.

B. Environmental Indemnification of Landlord. Landlord hereby indemnifies and holds the Tenant, its successors and/or assigns harmless from and against any Losses arising out of, relating to or resulting from any environmental claim made by any person or entity including, but not limited to, any claim arising out of, in any way relating to, or resulting from, (i) any matter described in the Environmental Report, (ii) a Release or threatened Release of a Contaminant at the Property, (iii) a violation or alleged violation of or non-compliance with or alleged non-compliance with any Environmental Law, (iv) the presence of any Contaminant at the Property or (v) any other loss or damage or injury to (or threatened loss of or damage or injury to) the Property, any person or the environment, in each case arising from events, circumstances or conditions occurring or existing on or prior to the Closing Date which or not discovered prior to the Closing Date; provided, however, that Tenant shall not seek indemnification under this subsection unless: (A) Tenant has an affirmative duty pursuant to an Environmental Law to take remedial action; (B) a particular environmental matter violates an Environmental Law and Tenant is required by any governmental authority asserting jurisdiction to take remedial action, or (C) a third party (other than Tenant or an Affiliate of Tenant) brings a claim for damages for personal injury, threatened personal injury, property damage, threatened property damage, natural resource damages, contribution for remedial response costs, fines or penalties. Tenant agrees not to arbitrarily or capriciously institute any remedial action.

C. Environmental Indemnification of Tenant. Tenant hereby indemnifies and holds the Landlord, its successors and/or assigns harmless from and against any Losses arising out of, relating to, or resulting from any environmental claim made by any person or entity including, but not limited to, any claim arising out of, in any way relating to, or resulting from, (i) a Release or threatened Release of a Contaminant at the Property, (ii) a violation or alleged violation of or non-compliance with or alleged non-compliance with any Environmental Law, (iii) the presence of any Contaminant at the Property, or (iv) any other loss or damage or injury to (or threatened loss of or damage or injury to) the Property, any person or the environment, in each case to the extent (and only the extent) arising from events, circumstances or conditions occurring during the Term whether or not discovered during the Term; provided, however, that Landlord shall not seek indemnification under this subsection unless: (A) Landlord has an affirmative duty pursuant to an Environmental Law to take remedial action; (B) a particular environmental matter violates an Environmental Law and Landlord is required by any governmental authority asserting jurisdiction to take remedial action, or (C) a third party (other than Landlord or an Affiliate of Landlord) brings a claim for damages for personal injury, threatened personal injury, property damage, threatened property damage, natural resource damages, contribution for remedial response

costs, fines or penalties; Landlord agrees not to arbitrarily or capriciously institute any remedial action.

D. Environmental Laws. In addition to all other representations and warranties set forth in this Lease, Tenant further represents and warrants to Landlord that:

(1) Tenant shall comply with all laws, regulations, ordinances and other governmental standards applicable to Tenant's use of the Property with respect to all applicable Environmental Laws;

(2) Tenant shall procure and maintain all licenses and permits, that, to its knowledge, are required by such applicable Environmental Laws;

(3) Tenant shall not release, emit or discharge at or from the Property any Contaminant or any pollutants in violation of any Environmental Laws or any other federal, state or local law, ordinance, regulation, statute or code;

(4) Tenant shall promptly and completely clean up any spills of any such Contaminant, wastes or pollutants and restore the Property and other affected property to its prior condition.

E. For purposes of this Section 10, the terms Affiliate, Losses, Release, Contaminant, Environmental Law and Closing Date shall have the meanings ascribed to them in the Asset Purchase Agreement.

11. Covenants of Landlord. During the Term of this Lease, and in addition to all obligations imposed by law, Landlord covenants and agrees as follows:

A. Pay Mortgages. Landlord shall pay any and all mortgage payments and any interest and penalties thereon that may become due during the Term of this Lease.

B. Quiet Enjoyment. If Tenant shall perform all of the covenants and agreements stipulated to be performed on its part, Tenant shall at all times during the Term of this Lease have the peaceable and quiet enjoyment and possession of the Property without any hindrance from Landlord or any persons lawfully claiming by, through, or under Landlord.

C. Abide by Laws. Landlord shall abide by all laws, regulations, rules, and orders of any federal, state, or local governmental authority concerning the ownership of the Property.

12. Condemnation. If during the Term of this Lease all of the Property should be taken for any public or quasi-public use under any law, ordinance, or regulation, or by right of eminent domain, or should be sold to the condemning authority under threat of condemnation (which condemnation is not due to Tenant's failure to perform its obligations hereunder), this Lease shall terminate and the rent shall be abated during the unexpired portion of the Lease, effective as of the

date the condemning authority takes possession of the Property. If less than all of the Property shall be taken for any public or quasi-public use under any law, ordinance, or regulation, or by right of eminent domain, or should be sold to the condemning authority under threat of condemnation (which condemnation is not due to Tenant's failure to perform its obligations hereunder), this Lease shall terminate as to the part of the Property taken and shall continue as to the part of the Property not taken, and the rent shall be prorated appropriately, effective as of the date the condemning authority takes possession of the Property. If the Property is condemned due to Tenant's failure to perform any of its obligations under this Lease, Tenant shall continue to pay rent in accordance with Section 3 of this Lease.

13. **Termination.** Notwithstanding any other provision in this Lease to the contrary, Landlord shall have the right, in its sole discretion, to declare this Lease immediately terminated and demand that Tenant promptly vacate the Property, or institute eviction proceedings against Tenant upon the happening upon one or more of the following events of default:

A. Tenant's failure to make the timely payments of the rent as provided in this Lease and/or any other amounts due or required under the terms of this Lease, and such failure continues for ten (10) days after written notice thereof by Landlord to Tenant;

B. Tenant fails to perform or observe any other covenant or condition to be performed or complied with by Tenant under this Lease, and such failure continues for thirty (30) days after receipt of written notice thereof by Landlord to Tenant; or if the default complained of is such that it cannot be completely cured or remedied within such thirty (30) day period, and Tenant has not diligently commenced curing such default in good faith within such period;

C. An attachment or execution is levied upon Tenant's property or interest under this Lease that is not satisfied or released or stayed within thirty (30) days; Tenant files or there is filed against Tenant a petition in bankruptcy or a petition or answer seeking reorganization under the federal bankruptcy laws or any other applicable statute;

D. An order is entered that Tenant is bankrupt or approving an involuntary petition seeking a reorganization of Tenant under the federal bankruptcy laws or any other applicable statute or the appointment of a receiver, trustee, or conservator for all or any substantial part of the property of Tenant, and such order is not vacated or stayed within thirty (30) days;

E. Tenant (or any of its subsidiaries, parents or affiliates) commences liquidation, dissolution, reorganization, or makes an assignment for the benefit of its creditors, or enters into an agreement to sell all or a substantial portion of its assets, or enters into an agreement whereby the capital ownership of Tenant would substantially change.

14. **Right of Re-entry.** If any such event of default shall have occurred as set forth in Section 13 and be continuing, Landlord may re-enter and take complete and peaceful possession of the Property, and with or without process of law, remove all persons or property therefrom without being liable in damages therefore. In such event, Tenant shall peacefully and quietly surrender the

Property to Landlord, but shall remain liable to Landlord for all losses and damages sustained by reason of any such default.

15. Additional Remedies. The failure of Landlord to exercise any of its rights or remedies under this Lease shall not constitute a waiver of such rights or remedies as to the specific event concerned or as to future events or defaults. The rights and remedies under this Lease, including without limitation rights and remedies under Sections 12, 13 and 14 hereof, shall be cumulative and not exclusive of any other rights or remedies at law or in equity.

16. Recording. Each party shall, upon request by the other party, execute, acknowledge and deliver a Memorandum of Lease, in accordance with Section 5301.251 of the Ohio Revised Code, which may be recorded by either party.

17. Subordination. This Lease shall be subject and subordinate to all mortgages given by Landlord that may now exist or that may hereafter be placed upon and attach to the Property provided that with respect to any such mortgage, the Landlord shall deliver to Tenant a subordination, non-disturbance and attornment agreement. For purposes of this Section 17, a subordination, non-disturbance and attornment agreement shall mean an agreement, in a form reasonably acceptable to Tenant whereby the Tenant confirms that this lease is subordinate to any mortgage and the superior mortgagee agrees that (i) as long as the Tenant is not in default, the Tenant shall not be named or joined as a party (unless deemed a necessary party under any applicable law) in any suit, action or proceeding to foreclose a superior mortgage by reason of a default thereunder and (ii) Tenant's leasehold interest in this Lease shall not be disturbed by reason of such foreclosure and the Tenant agrees to attorn to such superior mortgagee and any successor thereto, on the terms and conditions of this Lease. Subject to the foregoing sentence, this provision shall be self-operative without further evidence of subordination, but Tenant shall execute such instruments or certificates of subordination as Landlord may request. Tenant and Landlord acknowledge and agree that Landlord has mortgaged the Property to Eaton National Bank, which mortgage shall be removed prior to February 1, 2001.

18. Survivability. Notwithstanding anything in this Lease to the contrary, all representations and warranties shall survive termination of this Lease. In addition, the provisions of Sections 4, 5, 6.A., 7.I, 8, 9.H, 9.J., 10, 12, 14, 16, 28 and 29 shall survive termination of this Lease.

19. Assignment and Sublease. Tenant shall not assign this Lease or sublet all or any portion of the Property without the prior written consent of Landlord. Nothing in this Lease, express or implied, is intended to confer upon any person, other than the parties hereto and their successors, any rights or remedies under or by reason of this Lease. Notwithstanding the foregoing, the Tenant may, without prior written consent of the Landlord, transfer or assign this Lease or sublet all or a portion of the Property (i) to any entity which controls, is controlled by, or is under common control with, the Tenant; (ii) to a purchaser of substantially all of Tenant's assets; or (iii) to any successor corporation of the Tenant pursuant to merger, amalgamation or other acquisition; so long as either: (a) Tenant unconditionally guarantees the performance by the transferee or assignee of all of the obligations of the Tenant under this Lease; or (b) the transferee or assignee, in Landlord's reasonable opinion, is of the same creditworthiness as the Tenant and has a net worth and ability to pay at least as great as the Tenant.

20. **Amendment and Waiver.** This Lease may only be modified or amended, and any provision hereof may only be waived, by an instrument in writing executed by both Landlord and Tenant that makes specific reference to the term or provision intended to be modified, amended, or waived.

21. **Notices.** Any notices or other communications required or permitted hereunder shall be sufficiently given if delivered personally or sent by registered or certified mail, postage prepaid, addressed to:

Tenant

Carlisle Engineered Products, Inc.
100 Seventh Avenue, Suite 100
Chardon, OH 44024-1077
Attn: President

Landlord

Botting-Thompson Realty, Ltd.
8569 Germantown Road
West Alexandria, OH 45381

With a copy to:

Carlisle Companies Incorporated
250 South Clinton Street, Suite 201
Syracuse, New York 13202-1258
Attn: Secretary and General Counsel

Sebaly, Shillito & Dyer
1300 Courthouse Plaza N.E.
P.O. Box 220
Dayton, Ohio 45402
Attn: Michael Booth

And a copy to:

Trent L. Thompson
955 Sunset Drive
Greenville, OH 45331

or at such other address as shall be furnished in writing by any party to the other, and shall be deemed to have been given as of the date of delivery or deposit in the United States Mail.

22. **Parties in Interest.** All of the terms and provisions of this Lease shall be binding upon and insure to the benefit of and be enforceable by Landlord and Tenant, and their respective administrators, successors, and assigns.

23. **Section and Other Headings.** Section, paragraph, and other headings contained in this Lease are for reference purposes only and shall not in any way affect the meaning or interpretation of this Lease.

24. **Choice of Law.** The validity and interpretation of this Lease, the construction of its terms, and the rights and duties of the parties shall be governed by and construed in accordance with the laws of the State of Ohio, provided, however, that the indemnity provisions shall be governed by and construed in accordance with the laws of the State of New York.

25. **Integrated Agreement.** This Lease constitutes the entire agreement between the parties, and there are no agreements, understandings, restrictions, warranties, or representations between the parties other than those set forth herein.

26. **Partial and Validity.** In the event one or more of the provisions contained in this Lease shall, for any reason, be held to be invalid, illegal, or unenforceable in any respect, such invalidity, illegality or unenforceability shall not affect any other provisions hereof, and this Lease shall be construed as if such invalid, illegal, or unenforceable provision had never been contained herein.

27. **Counterpart Execution.** This Lease may be executed in two or more counterparts, each of which shall be deemed and original, but all of which together shall constitute one and the same instrument.

28. **Landlord Representations.** Landlord hereby represents and warrants to the Tenant that, on the Commencement Date: (i) the Landlord will have good and marketable title in fee simple to the Property free and clear of all Encumbrances other than such Encumbrances of record, provided that such Encumbrances of record are no more than mere imperfections of title and do not materially interfere with: (a) the use of the Property, assuming the use of the Property is the same as it is on the Commencement Date, or (b) the value of the Property assuming the Property is used as it is currently being used; (ii) the Landlord will possess and quietly enjoy the Property and no building or structure, or the current operation and reasonable maintenance thereof, is subject to any easements, right-of-way, building use or occupancy restriction or other reservation or limitation or is in violation of any restrictive covenants or any provisions of any Federal, state, municipal, local or foreign law, ordinance or zoning regulation or encroaches on any property owned by others which provisions would materially interfere with the intended use of such building, structure or appurtenance, (iii) except as described in the Environmental Report, the Property and the buildings and improvements included therein are in material compliance with all laws, rules, regulations and orders including those relating to the environment, (iv) no condemnation or expropriation proceeding is pending, or to the knowledge of the Landlord, threatened nor, to the knowledge of the Landlord, is any change in any laws, ordinance or regulations pending or threatened, which in either case might interfere with the intended use of any such building, structure or appurtenance, (v) no notice of violation of the provisions of any policy of insurance covering the Property will be outstanding with respect to the Property by any insurance company, (vi) the Property has adequate rights of ingress and egress for its current use, (vii) the building and all improvements included in the Property are in good condition and repair, ordinary wear and tear excepted, and (viii) the Property has adequate utilities required for the business currently conducted on the Property, including heating, ventilating and air conditioning equipment.

29. **Landlord Indemnification.** Landlord, its affiliates, subsidiaries, parents and other related entities (but only to the extent such affiliates, subsidiaries, parents and other related entities are not individual persons or trusts for the benefit of individual persons) whether in existence as of this date or in the future ("Indemnify Parties") shall indemnify and hold Tenant, its affiliates, subsidiaries, parents and other related entities harmless from any and all loss, cost or damage that may occur or be claimed relating to the failure of Landlord to perform any covenant made by Tenant

under this Lease and/or the breach of any representation or warranty made by Landlord under this Lease.

30. **Time Of The Essence.** Time shall be of the essence in the performance of this Agreement.

[The remainder of this page has been intentionally left blank]

IN WITNESS WHEREOF, the parties have executed this Lease as of the date and year first written above.

WITNESSES:

BOTTING-THOMPSON REALTY, LTD.

[Signature]

By: [Signature]
Its: Manager

John W. Zimmerman

STATE OF OHIO)

COUNTY OF Montgomery)

SS:

Before me, a Notary Public in and for said County and State, personally appeared the above named Botting-Thompson Realty, Ltd., an Ohio limited liability company, by and through Trent Thompson, its member, who acknowledged that he, being duly authorized, did sign the foregoing instrument and that the same is his free act and deed personally and as officer of the limited liability company, and the free act and deed of said limited liability company.

IN WITNESS WHEREOF, I have affixed my name and official seal this 12th day of Jan 2001.

PATRICIA A. PICKREL, Attorney at Law
Notary Public, State of Ohio
My Commission has no expiration date.
Section 147.03 O. R. C.

Patricia A. Pickrel
Notary Public

CARLISLE ENGINEERED PRODUCTS, INC.

Margaret L. Thompson
Kimberly J. Abbott

By: *Steven J. Ford*
Its: *SECRETARY*

STATE OF ~~OHIO~~ NEW YORK)
COUNTY OF ~~OHIO~~ ONONDAGA) SS:

Before me, a Notary Public in and for said County and State, personally appeared the above named Carlisle Engineered Products, Inc., a Delaware Corporation, by Steven J. Ford, a Secretary, who acknowledged that he, being duly authorized, did sign the foregoing Instrument and that the same is his free act and deed personally and as an officer of the Corporation, and is the free act and deed of the Corporation.

IN WITNESS WHEREOF, I have affixed my name and official seal this 12th day of January, 2001.

Rosemary A. Riley
Notary Public
ROSEMARY A. RILEY
Notary Public State of New York
No. 01RU5021638
Commission Expires December 20, 01

EXHIBIT A

LEGAL DESCRIPTION

Being Part Out Lot 5 and Part Out Lot 26 of Village of West Alexandria, Preble County, Ohio and being more fully described as follows:

Beginning at Southeast Corner of Out Lot 26 as described in Plat Book 9 at Page 85 being in the center of Dayton Street; thence $5.86^{\circ}-52^{\circ}W.$ with Dayton Street and South Line of Out Lot 26 for 316.00 feet to a point 2.25 feet East of Southwest Corner of Out Lot 26; thence $N.3^{\circ}-30'-02''W.$ for 444.45 feet to an iron pipe; thence $5.86^{\circ}-40^{\circ}W.$, and going into Out Lot 5, for 22.00 feet to an iron pin; thence $N.3^{\circ}-30'-02''W.$ for 129.00 feet to an iron pipe; thence $N.86^{\circ}-40^{\circ}E.$, and going into Out Lot 26, for 338.00 feet to an iron pipe on East Line of Out Lot 26; thence $S.3^{\circ}-30'E.$ with said line for 574.55 feet to point of beginning; containing 0.058 acre in Out Lot 5 and 4.171 acres in Out Lot 26 for a total of 4.229 acres of land, more or less. Surveyed 5-12-89.