

PARTIAL RELEASE OF LEASES

KNOW ALL MEN BY THESE PRESENTS: That the City of Gahanna, Ohio, an Ohio political subdivision and municipal corporation (the "City") as Lessor, and Gahanna Community Urban Redevelopment Corporation, an Ohio non-profit corporation (the "Corporation") as Lessee, herewith agree to release the real property described on the attached Exhibit "A" from the following Leases:

1. That certain Master Lease by and between the City of Gahanna, Ohio and the Corporation dated as of June 1, 1984, recorded in Official Record 04417D02, Franklin County Records, Franklin County, Ohio.
2. That certain Supplemental Master Lease dated as of December 1, 1985, recorded in Official Record 06724I17, Franklin County Records, Franklin County, Ohio.
3. That certain Second Supplement Master Lease dated as of November 1, 1996, recorded in Official Record 33704F01, Franklin County Records, Franklin County, Ohio.

IN WITNESS WHEREOF, the City of Gahanna and the Corporation have caused these presents to be fully authorized effective this _____ day of _____, 2013.

LESSOR,
City of Gahanna, Ohio

LESSEE
Gahanna Community Urban Redevelopment
Corporation

By: _____

Printed Name: _____
Title: Mayor

By: Jennifer Teal

Printed Name: Jennifer Teal
Title: Director of Finance

By: Richard A. Peck

Printed Name: RICHARD A. PECK
Title: President

By: Jon Ryzenga

Printed Name: Jon Ryzenga
Title: Secretary/Treasurer

STATE OF OHIO :
COUNTY OF _____ :

BEFORE ME, the undersigned subscriber, a Notary Public in and for said County and State, personally appeared the above-named Lessor, City of Gahanna, Ohio, an Ohio political subdivision and municipal corporation, by _____, the Mayor, and _____, the Director of Finance, who acknowledged the signing of the foregoing instrument as their free act and deed and the free act and deed of said political subdivision and municipal corporation.

IN TESTIMONY WHEREOF, I have hereunto subscribed my name and affixed my official seal at Gahanna, Ohio this _____ day of _____, 2013.

Notary Public

EXHIBIT A

STATE OF OHIO :
COUNTY OF Fairfield :

BEFORE ME, the undersigned subscriber, a Notary Public in and for said County and State, personally appeared the above-named Lessee, Gahanna Community Urban Redevelopment Corporation, an Ohio non-profit corporation, by Richard A. Peck, its President, and Toni Ryzenga, its Secretary/Treasurer, who acknowledged the signing of the foregoing instrument as their free act and deed and the free act and deed of said political subdivision and municipal corporation.

IN TESTIMONY WHEREOF, I have hereunto subscribed my name and affixed my official seal at Gahanna, Ohio this 20th day of June, 2013.

Sharon R. Patterson
Notary Public



SHARON R. PATTERSON
NOTARY PUBLIC
STATE OF OHIO
COMM. EXPIRES
AUGUST 13, 2017

Exhibit A

Lot 7, 8, 9 (PID:025-006148, 025-006149, 025-006150)

Lease Assignee: Alloy Polymers, Inc.

Lease Termination Date: August 1, 2013

Legal Description:

Being all of Lots 7, 8 & 9 of "THE INDUSTRIAL ZONE," of record in Plat Book 54, Pages 86 through 90, inclusive, of the Recorder's Office, Franklin County, Ohio.

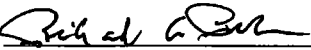
PARTIAL RELEASE OF LEASES

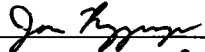
KNOW ALL MEN BY THESE PRESENTS: That the Gahanna Community Urban Redevelopment Corporation, an Ohio non-profit corporation (the "Corporation") as Lessor and the City of Gahanna, Ohio, an Ohio political subdivision and municipal corporation (the "City") as Lessee, herewith agree to release the real property described on the attached Exhibit "A" from the following City Leases:

1. That certain City Lease by and between the Gahanna Community Urban Redevelopment Corporation as Lessor and the City of Gahanna, Ohio as Lessee dated as of June 1, 1984 (the "City Lease") relating to \$2,250,000.00 Gahanna Community Urban Redevelopment Corporation Urban Redevelopment Revenue Bonds, dated as of June 1, 1984, which City Lease was recorded in Official Record 04417D14, Franklin County Records, Franklin County, Ohio.
2. That certain Supplemental City Lease by and between Gahanna Community Urban Redevelopment Corporation and the City of Gahanna, Ohio relating to \$2,500,000.00 Gahanna Community Urban Redevelopment Corporation Urban Redevelopment Revenue Bonds, dated as of December 1, 1985, recorded in Official Record 06724H11, Franklin County Records, Franklin County, Ohio.
3. That certain Second Supplemental City Lease dated as of November 1, 1996, recorded in Official Record 33704E11, Franklin County Records, Franklin County, Ohio.

IN WITNESS WHEREOF, the City of Gahanna and the Gahanna Community Urban Redevelopment Corporation have caused these presents to be fully authorized effective this _____ day of _____, 2013.

LESSOR,
Gahanna Community Urban Redevelopment
Corporation

By: 
Printed Name: RICHARD A. PECK
Title: President

By: 
Printed Name: Jon Ryzenka
Title: Secretary/Treasurer

LESSEE,
City of Gahanna, Ohio


By: _____
Printed Name: _____
Title: Mayor

By: 
Printed Name: Jennifer Teal
Title: Director of Finance

STATE OF OHIO :
COUNTY OF FAIRFIELD :

BEFORE ME, the undersigned subscriber, a Notary Public in and for said County and State, personally appeared the above-named Lessor, Gahanna Community Urban Redevelopment Corporation, an Ohio non-profit corporation, by RICHARD A. PECK, its President, and JON RYZENKA, its Secretary/Treasurer, who acknowledged the signing of the foregoing instrument as their free act and deed and the free act and deed of said political subdivision and municipal corporation.

IN TESTIMONY WHEREOF, I have hereunto subscribed my name and affixed my official seal at Gahanna, Ohio this 20th day of June, 2013.

Sharon R. Patterson
Notary Public **SHARON R. PATTERSON**
 **NOTARY PUBLIC**
STATE OF OHIO
COMM. EXPIRES
AUGUST 13, 2017

STATE OF OHIO :
COUNTY OF _____ :

BEFORE ME, the undersigned subscriber, a Notary Public in and for said County and State, personally appeared the above-named Lessee, City of Gahanna, Ohio, an Ohio political subdivision and municipal corporation, by _____, the Mayor, and _____, the Director of Finance, who acknowledged the signing of the foregoing instrument as their free act and deed and the free act and deed of said political subdivision and municipal corporation.

IN TESTIMONY WHEREOF, I have hereunto subscribed my name and affixed my official seal at Gahanna, Ohio this _____ day of _____, 2013.

Notary Public

Exhibit A

Lot 7, 8, 9 (PID:025-006148, 025-006149, 025-006150)

Lease Assignee: Alloy Polymers, Inc.

Lease Termination Date: August 1, 2013

Legal Description:

Being all of Lots 7, 8 & 9 of "THE INDUSTRIAL ZONE," of record in Plat Book 54, Pages 86 through 90, inclusive, of the Recorder's Office, Franklin County, Ohio.

**SECOND AMENDMENT
TO
GROUND LEASE**

This Second Amendment to Ground Lease (this "Amendment") is made and effective this _____ day of _____ 2013, by and between **Alloy Polymers, Inc.**, a Virginia corporation ("Lessee") with its offices located at 3311 Deepwater Terminal Road, Richmond, Virginia 23234 and **the City of Gahanna, Ohio**, an Ohio municipal corporation ("Lessor") with its offices located at 200 S. Hamilton Road, Gahanna, Ohio 43230. The Amendment is also consented to by **Wells Fargo Bank, National Association**, successor by merger to Wachovia Bank, National Association (the "Bank"), with its offices at 301 S. College Street, 15th Floor, Charlotte, NC 28202-6000, MAC D1053-150, and by **the Gahanna Community Urban Redevelopment Corporation**, an Ohio non-profit corporation ("CURC") with its offices at c/o City of Gahanna, 200 S. Hamilton Road, Gahanna, Ohio 43230.

WITNESSETH

WHEREAS, the Lessor, as lessor, and the CURC, as lessee, entered into a certain master lease dated June 1, 1984 and recorded June 25, 1984 in Official Record Volume 4417, Page D02 of the Franklin County, Ohio Recorder's Office, as amended in a certain Supplemental Master Lease recorded in Official Record Volume 6724, Page I17 of the Franklin County, Ohio Recorder's Office (the "Recorder's Office") and a certain Second Supplemental Master Lease recorded in Official Record Volume 33704, Page F01 of the Recorder's Office (collectively, the "Master Lease") for certain real property of which the Premises, as hereinafter defined, is a part;

WHEREAS, the CURC, as lessor, and the Lessor, as lessee, entered into a certain city lease dated June 1, 1984 and recorded June 25, 1984 in Official Record Volume 4417, Page D14 of the Franklin County, Ohio Recorder's Office, as amended in a certain Supplemental City Lease recorded in Official Record Volume 6724, Page H11 of the Recorder's Office, a certain second Supplemental City Lease recorded in Official Record Volume 33704, Page E11 of the Recorder's Office, that certain Assignment of City Lease recorded in Official Record Volume 4418, Page A02 of the Recorder's Office, that certain Supplemental Assignment of City Lease recorded in Official Record Volume 6724, Page I09 of the Recorder's Office, and that certain Second Supplemental Assignment of City Lease recorded in Official Record Volume 33704, Page D19 of the Recorder's Office (collectively, the "City Lease"), whereby the CURC leased back to the Lessor certain real property, including the Premises;

WHEREAS, Ball and Galloway, an Ohio general partnership, as lessee, and Lessor, as lessor, entered into a certain Ground Lease and Addendum to Lease dated June 25, 1979 ("Ground Lease"), and recorded June 25, 1984 in Official Record Volume 4416, Page C-19, of the Recorder's Office (also recorded by a Memorandum of Lease dated June 25, 1979, and recorded June 29, 1979 in Lease Volume 227 Page 866 of the Recorder's Office), and an Amendment to Ground Lease dated May 23, 1980 and recorded on June 30, 1980 at Lease Volume 231, Page 791 for certain real property, including improvements thereon and the appurtenances related thereto, located in Franklin County, Gahanna, Ohio as more particularly

EXHIBIT C

described on Exhibit A attached hereto and made a part hereof ("Premises"), hereinafter collectively referred to as the "Ground Lease";

WHEREAS, Ball and Galloway, assigned their interest in the Ground Lease (including the purchase option contained therein) to Himont U.S.A., Inc., a Delaware corporation, by that certain Ground Lease Assignment, Assumption and Release Agreement and Termination of Tenant Lease dated December 23, 1986, as recorded December 24, 1986 in Official Record Volume 8759, Page A-05, of the Recorder's Office, hereinafter referred to as the "First Assignment";

WHEREAS, Basell USA Inc., f/k/a Himont U.S.A., Inc. assigned its interest in the Ground Lease (including the purchase option contained therein) to the Lessee by that certain Ground Lease Assignment, Assumption and Release Agreement dated May 31, 2002 and recorded on May 31, 2002 in Instrument Number 200205310134802 of the Recorder's Office, hereinafter referred to as the "Second Assignment";

WHEREAS, the Ground Lease, First Assignment and Second Assignment shall hereinafter be collectively referred to as the "Ground Lease";

WHEREAS, Lessee's leasehold interest in the Premises under the Ground Lease is encumbered by the lien of that certain Open-End Mortgage, Leasehold Mortgage and Assignment of Rents and Leases by Lessee to Bank dated as of October 12, 2010 and recorded in the Recorder's as Instrument No. 201010120135005 (the "Mortgage");

WHEREAS, pursuant to Article 2.01 of the Ground Lease, the Ground Lease expires on April 30, 2014;

WHEREAS, Lessor and Lessee desire to amend the Ground Lease to accelerate the expiration of the lease term and to effectuate the transfer of the Premises to the Lessee and to that end have entered into this Amendment.

NOW THEREFORE, in consideration of the foregoing recitals and for other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, Lessor and Lessee hereby agree to the foregoing and as following:

1. **Lease Term.** Section 2.01 of the Ground Lease is hereby amended such that the lease term shall expire at 12:00 P.M. on August 1, 2013 (the "Expiration Date").
2. **Rent Amount.** Upon lease expiration the Lessee agrees to pay to the Lessor the balance of the annual rental payments that would have been due to the Lessor pursuant to the terms of Section 3.01 of the Ground Lease if the lease term had extended until April 30, 2014.
3. **Purchase Option.** This Amendment shall constitute the notice of the Lessee of its intent to exercise the purchase option granted pursuant to Section 2.02 of the Ground Lease. The Lessor hereby accepts the Lessee's notice and shall convey the Premises

to the Lessee, on or before than the Expiration Date, by general warranty deed in substantially the form attached hereto as Exhibit B. The Lessee shall pay to the Lessor the consideration required by Section 2.02 of the Ground Lease on the date of transfer of the Premises.

4. Miscellaneous.

- i. This Amendment may be executed in one or more counterparts, all of which shall be considered one and the same agreement, binding on all parties, notwithstanding that all parties are not signatories to the same counterpart.
- ii. This Amendment is binding on and inures to the benefit of the parties hereto and their successors and assigns.
- iii. Capitalized terms not defined herein shall have the meaning given to such terms in the Ground Lease.
- iv. All other terms and conditions in the Ground Lease remain unchanged and in full force and effect. As modified and amended hereby, Lessor and Lessee each ratifies and affirms the terms of the Ground Lease. In the event of any conflict between the terms of the Ground Lease and the terms of this Amendment, the terms of this Amendment shall control.

[Signatures appear on the following page(s).]

IN WITNESS WHEREOF, the parties hereto have caused this Amendment to be executed by their duly authorized officers as of the date set forth above.

LESSOR:

The City of Gahanna, Ohio
An Ohio municipal corporation

By: _____

Its: Mayor

LESSEE:

Alloy Polymers, Inc.
A Virginia corporation

By: _____

Its: _____

Approved as to form by:

Shane Ewald, Gahanna City Attorney

STATE OF OHIO :
: ss.
COUNTY OF _____ :

The foregoing instrument was acknowledged before me this ____ day of _____, 2013, by _____, Mayor of the City of Gahanna, Ohio, an Ohio municipal corporation, for and on behalf of said municipal corporation.

Notary Public

STATE OF _____ :
: ss.
COUNTY OF _____ :

The foregoing instrument was acknowledged before me this ____ day of _____, 2013, by _____, _____ of Alloy Polymers, Inc., a Virginia corporation, for and on behalf of said corporation.

Notary Public

CONSENT OF BANK

Pursuant to its right under the Mortgage, the Bank hereby consents to the foregoing Amendment.

Wells Fargo Bank, National Association

By: _____

Name: _____

Title: _____

STATE OF _____ :

: SS.

COUNTY OF _____ :

:

The foregoing instrument was acknowledged before me this ____ day of _____, 2013, by _____, _____ of Wells Fargo Bank, National Association, successor by merger to Wachovia Bank, National Association, for and on behalf of said bank.

Notary Public

CONSENT OF CORPORATION

Pursuant to its right under the Master Lease, the Corporation hereby consents to the foregoing Amendment.

**The Gahanna Community Urban
Redevelopment Corporation**
An Ohio non-profit corporation

By: *Michael A. Burk*

Its: PRESIDENT

STATE OF OHIO :
: ss.
COUNTY OF FRANKLIN :

The foregoing instrument was acknowledged before me this ____ day of _____, 2013, by _____ of the Gahanna Community Urban Redevelopment Corporation, an Ohio non-profit corporation, for and on behalf of said corporation.

Notary Public

EXHIBIT A

DESCRIPTION OF PREMISES

(see attached)

Exhibit A

Lot 7, 8, 9 (PID:025-006148, 025-006149, 025-006150)

Lease Assignee: Alloy Polymers, Inc.

Lease Termination Date: August 1, 2013

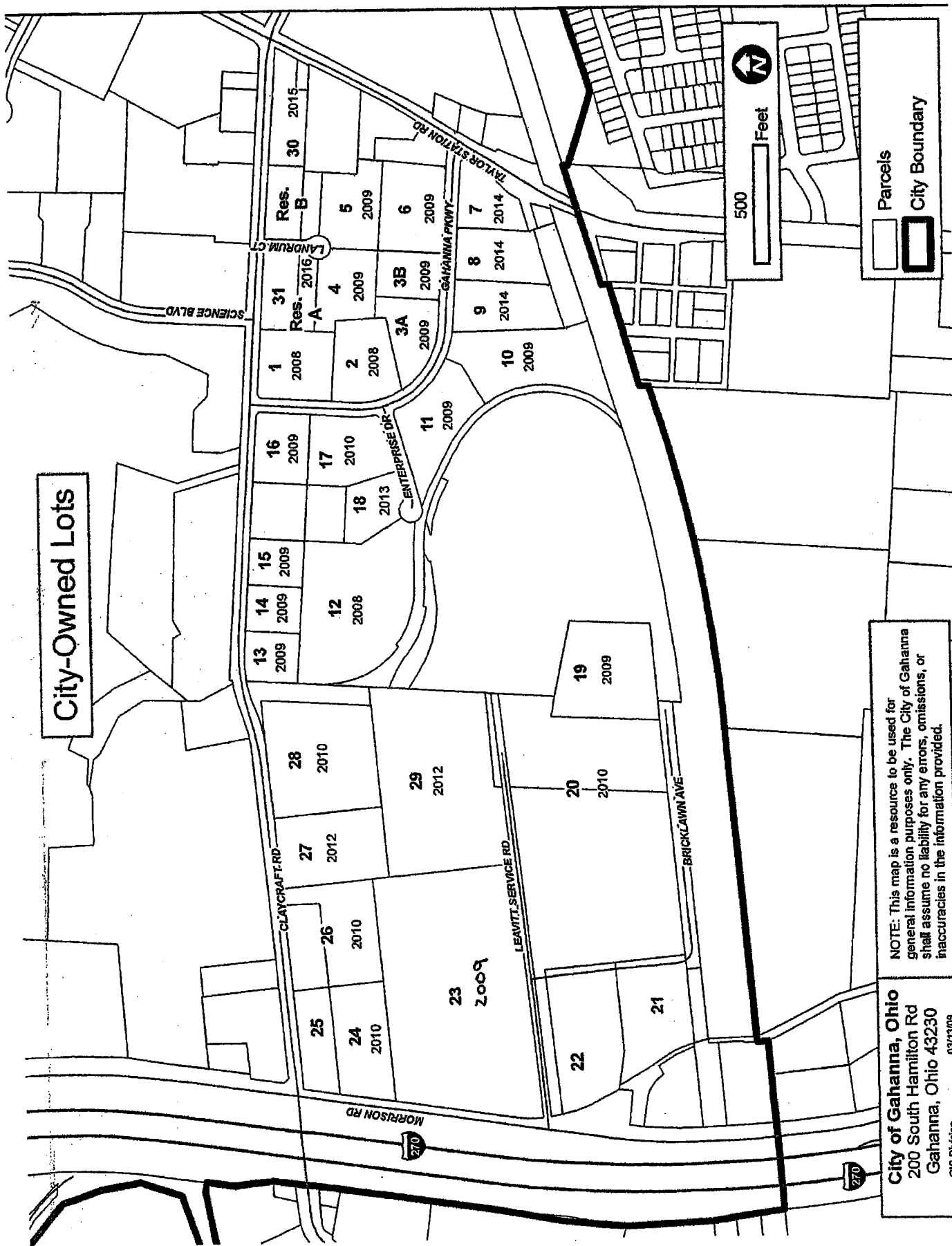
Legal Description:

Being all of Lots 7, 8 & 9 of "THE INDUSTRIAL ZONE," of record in Plat Book 54, Pages 86 through 90, inclusive, of the Recorder's Office, Franklin County, Ohio.

EXHIBIT B

GENERAL WARRANTY DEED

(see attached)



City of Gahanna, Ohio
 200 South Hamilton Rd
 Gahanna, Ohio 43230
 GIS Division 03/13/09

NOTE: This map is a resource to be used for general information purposes only. The City of Gahanna shall assume no liability for any errors, omissions, or inaccuracies in the information provided.

GENERAL WARRANTY DEED

KNOW ALL MEN BY THESE PRESENTS, That

The City of Gahanna, Ohio, a Municipal Corporation, of Franklin County, Ohio,

for valuable consideration paid, grant(s) with general warranty covenants, to

Alloy Polymers Inc.

The following REAL PROPERTY:

Situated in the County of Franklin, State of Ohio, and in the City of Gahanna:

Being Lots Numbered Seven (7), Eight (8), and Nine (9), of "THE INDUSTRIAL ZONE", as the same are numbered and delineated upon the recorded plat thereof, of record in Plat Book 54, Pages 86 through 90, Recorder's Office, Franklin County, Ohio.

Parcel No: 025-006148, 025-006149, and 025-006150

Prior Instrument Reference: Deed Book 3734, Page 711

Subject to: a) Unpaid taxes and special assessments, if any; b) Conditions, restrictions and easements of record.

Executed this _____ day of _____, 2013.

The City of Gahanna, Ohio

By: _____
Rebecca W. Stinchcomb, Mayor

STATE OF OHIO, COUNTY OF FRANKLIN, ss:

BE IT REMEMBERED, That on this _____ day of _____, 2013, before me, a Notary Public, in and for said county and state, personally appeared, **Rebecca W. Stinchcomb, Mayor of The City of Gahanna, Ohio, a Municipal Corporation**, as authorized by The Gahanna City Council Ordinance No. _____, who represented to me to be said person and who signed the foregoing instrument and acknowledged the same as her voluntary act and deed.

Notary Public

This instrument was prepared by:
Randall E. Worth, Attorney at Law
7500 Slate Ridge Blvd., Reynoldsburg, Ohio 43068

EXHIBIT E