

EXHIBIT C

AGREEMENT OF LEASE

Vandalia, Ohio

THIS AGREEMENT OF LEASE ("Lease"), made as of December 21, 2005, by and between Parker Hannifin Corporation, an Ohio corporation ("Landlord"), and Thermoplastics Acquisition, LLC, an Ohio limited liability company ("Tenant").

1. Leased Premises.

Landlord does hereby lease to Tenant, and Tenant does hereby lease from Landlord, the premises located in the City of Vandalia, County of Montgomery and State of Ohio, and being more fully described in Exhibit A, attached hereto and made a part hereof (the "Land"), together with a certain commercial building consisting of approximately 64,000 square feet currently used as manufacturing (the "Building"), and all other improvements in or on the Land, including, without limitation, those improvements that may hereafter be erected or installed in or on the Land and also all rights, privileges, easements and appurtenances appertaining or belonging unto the Land or the buildings, structures or other improvements thereon (the Land, the Building, other structures, improvements, rights, privileges, easements and appurtenances thereto are hereinafter referred to as the "Leased Premises").

2. Term.

To have and to hold the Leased Premises upon the further terms and conditions set forth herein for an initial term commencing on the date hereof (the "Commencement Date") and ending on the seventh anniversary of the date hereof, unless sooner terminated as hereinafter provided. Upon the expiration or earlier termination of this Lease, Tenant shall surrender the Premises broom clean and in the same condition as on the Commencement Date, reasonable wear and tear excepted.

3. Rent; Net Lease; Operating Lease; Financial Covenants.

(a) Tenant will pay to Landlord as rent for the Property quarterly payments in arrears on the 1st day of each quarter, without offset or deduction in the amount of One Hundred Twenty-two Thousand Eight Hundred and 00/100 Dollars (\$122,800.00) per quarter (the "Base Rent"), plus any applicable sales or other tax (except income, inheritance, estate, succession, transfer, gift, franchise, corporation or profit tax or capital levy or similar tax that may be imposed upon Landlord), fee or charge imposed on Tenant's payment or Landlord's receipt of rent hereunder. Rent for any period during the term hereof which is for less than one quarter will be an amount equal to the product of seven percent (7%) interest per annum on the Purchase Price listed on Exhibit D for the immediately preceding Payment Due Date calculated for each day between such immediately preceding Payment Due Date and the end of such partial quarter. Notwithstanding the foregoing, Landlord and Tenant have agreed that Base Rent for the partial month of December, 2005 shall be Five Thousand Two Hundred Fifty and 00/100 Dollars (\$5,250.00) and shall be payable January 1, 2006. The first full quarterly payment shall be due and payable April 1, 2006. Rent will be payable in lawful money of the United

States to Landlord at the address stated herein (Attention: Corporate Real Estate Manager) or to such other persons or at such other places as Landlord may designate in writing. The term "rent" shall include Base Rent and all other amounts payable by Tenant under this Lease. Notwithstanding the foregoing, if the Debt Service Coverage Ratio Covenant (as defined in Section 3(c)) is not satisfied as to any rolling four (4) fiscal quarter period, thereafter and for so long as the Debt Service Coverage Ratio Covenant, tested quarterly, is not satisfied, Tenant shall pay Base Rent monthly in arrears, on the 1st day of each month, without offset or deduction in the amount of Forty Thousand Nine Hundred Thirty-three and 33/100 Dollars (\$40,933.33) per month. Notwithstanding anything to the contrary in this Lease, the change from quarterly to monthly Base Rent payments shall be Landlord's sole remedy for breach of the Debt Service Coverage Ratio Covenant.

(b) Landlord and Tenant agree that this Lease shall be an absolutely net lease, whereby under all circumstances and conditions (whether now or hereafter existing or within the contemplation of Landlord and Tenant), the fixed base rent shall be an absolutely net return to Landlord throughout the Term hereof, free of any expense, liability, obligation, charge or other deduction whatsoever, with respect to the Leased Premises and/or the ownership, leasing, operation, management, repair, rebuilding, use or occupation thereof, or any portion thereof, or with respect to any interest of Landlord therein.

(c) Tenant agrees as follows:

(i) Tenant shall deliver to Landlord, contemporaneously with the execution of this Lease, a lease guaranty, in form and substance satisfactory to Landlord, from Creative Engineered Polymer Products, LLC, which is the sole owner of Tenant.

(ii) Commencing with the quarter ending December 31, 2006 and continuing during the term of this Lease, for the most recently completed four (4) fiscal quarters of Guarantor, the Debt Service Coverage Ratio (as defined below) shall be not less than 1.20 to 1.00 (the "Debt Service Coverage Ratio Covenant"). Accordingly, for the initial test of this covenant, the four (4) fiscal quarters covered shall be January 1, 2006 through December 31, 2006.

"Companies" shall mean Guarantor and its subsidiaries.

"Consolidated" shall mean the resultant consolidation of the financial statements of Guarantor and its subsidiaries in accordance with GAAP, including principles of consolidation consistent with those applied in preparation of the consolidated financial statements of Guarantor provided to Landlord by Borrower prior to the Commencement Date under this Lease.

"Consolidated EBITDA" shall mean, for any period, as determined on a Consolidated basis and in accordance with GAAP, the net income (loss) of Guarantor for such period, plus the aggregate amounts deducted in determining such net income (loss) in respect of (a) all interest expense of Guarantor for such period, (b) all provisions for taxes based on the gross or net income of Guarantor (including, without limitation, any additions to such taxes, and any penalties and interest with respect thereto), and all franchise taxes of Guarantor, and (c) the aggregate of all depreciation and amortization

charges for fixed assets, leasehold improvements and general intangibles (specifically including goodwill) of Guarantor for such period.

"Debt Service Coverage Ratio" shall mean, for any period, the ratio of Consolidated EBITDA to Debt Service Payments.

"Debt Service Payments" shall mean, for any period, all interest expense of Guarantor and scheduled principal payments as to all Indebtedness, including, but not limited to, current and long-term Indebtedness, if any, of Guarantor, as determined on a Consolidated basis and in accordance with GAAP.

"GAAP" shall mean generally accepted accounting principles set forth in the opinions and pronouncements of the Accounting Principles Board and the American Institute of Certified Public Accountants and statements and pronouncements of the Financial Accounting Standards Board or in such other statements by such other entity as may be in general use by significant segments of the accounting profession, which are applicable to the circumstance as of the date of determination.

"Indebtedness" shall mean, for any entity or person, without duplication, (a) all obligations to repay borrowed money, direct or indirect, incurred, assumed, or guaranteed, (b) all obligations in respect of the deferred purchase price of property or services (other than trade accounts payable in the ordinary course of business), (c) all obligations under conditional sales or other title retention agreements, (d) all obligations (contingent or otherwise) under any letter of credit or banker's acceptance, (e) all net obligations under any currency swap agreement, interest rate swap, cap, collar or floor agreement or other interest rate management device or any hedge agreement, (f) all synthetic leases, (g) all lease obligations that have been or should be capitalized on the books of such entity or person in accordance with GAAP, (h) all obligations of such entity or person with respect to asset securitization financing programs to the extent that there is recourse against such entity or person or such entity or person is liable (contingent or otherwise) under any such program, (i) all obligations to advance funds to, or to purchase assets, property or services from, any other entity or person in order to maintain the financial condition of such entity or person, (j) all indebtedness of the types referred to in subparts (a) through (i) above of any partnership or joint venture (other than a joint venture that is itself a corporation or limited liability company) in which such entity or person is a general partner or joint venturer, unless such indebtedness is expressly made non-recourse to such entity or person, (k) any other transaction (including forward sale or purchase agreements) having the commercial effect of a borrowing of money entered into by such entity or person to finance its operations or capital requirements, and (l) any guaranty of any obligation described in subparts (a) through (k) hereof.

(iii) Commencing with the fiscal quarter ending March 31, 2006, Tenant shall deliver to Landlord, within forty-five (45) days after the end of each quarter-annual period of each fiscal year of Guarantor, balance sheets of Guarantor as of the end of such period and statements of income (loss), stockholders equity and cash flow for the quarter and fiscal year to date periods, all prepared on a Consolidated and

consolidating basis, in accordance with GAAP (excluding footnotes), and in form and detail satisfactory to Landlord and certified by the Chief Financial Officer of Guarantor.

(iv) Tenant shall deliver to Landlord, within one hundred twenty (120) days after the end of each fiscal year of Guarantor, an annual audit report of Guarantor for that year prepared on a Consolidated and consolidating basis, in accordance with GAAP, and in form and detail satisfactory to Landlord and certified by an independent public accountant satisfactory to Landlord, which report shall include balance sheets and statements of income (loss), stockholders' equity and cash-flow for that period.

(v) Tenant shall deliver to Landlord a Compliance Certificate signed by the President or Chief Financial Officer of Guarantor, in the form of Exhibit E, attached hereto and made a part hereof, concurrently with the delivery of the financial statements set forth in subsection (iii) above for each quarter-annual period of each fiscal year of Guarantor, and with the delivery of the annual audit report in subsection (iv) above.

4. Use of Premises.

During the Term of this Lease, Tenant may use the Leased Premises for general office, storage, and light manufacturing purposes and for any other lawful purpose.

5. Taxes, Assessments and Other Charges.

As additional and further rent, Tenant agrees to pay and discharge, before the same shall be due and payable to the authority imposing the same, all taxes, sewer rents, assessments and other imposts and levies of every kind and nature whatsoever, whether general or special, ordinary or extraordinary, applicable to any period during the Term of this Lease, which have been or may hereafter be imposed, charged, assessed or levied upon or against, or which have or may become due and payable with respect to the Leased Premises or any part thereof or which may be imposed, assessed, charged, or levied upon the leasehold estate hereby created or upon the reversionary estate in the Leased Premises, under or by virtue of any present or future law, rule, requirement, order, direction, ordinance or regulation of any governmental or other lawful authority whatsoever and which have become or shall become due and payable prior to or during the Term of this Lease; provided, however, that as to the tax year or years in which this Lease shall commence and the tax year or years in which this Lease shall be terminated, be apportioned according to the part of such tax year during which Tenant shall have possession of the Leased Premises and if the tax rate for such tax year has not been determined, it shall be presumed that the tax rate for such tax year will be the same as for the previous tax year; and provided, further, that as to all charges and assessments, whether designated as taxes or otherwise, which are imposed, charged, assessed or levied but are payable in installments, Tenant shall be liable only for those installments which shall become due and payable during the Term of this Lease or any renewal or extension thereof. Copies of the official bills covering each such tax, assessment or other charge shall be furnished by Landlord to Tenant not later than five (5) days prior to the date such tax, assessment or other charge shall be due and payable to the authority imposing the same, and such official bills shall be conclusive evidence of the amount of such taxes,

assessments or other charges levied or assessed. Tenant shall furnish to Landlord such evidence of payment as Landlord may reasonably request.

6. Maintenance, Alteration and Surrender of Leased Premises.

(a) Tenant shall, at its sole cost and expense, maintain, repair and replace in good condition all structural and nonstructural elements of the Leased Premises (including, without limitation, the roof, foundation, driveway, parking lots and all heating, ventilation, air-conditioning, and plumbing equipment), whether such repairs or replacements are ordinary or extraordinary, foreseen or unforeseen, but subject to taking by eminent domain. If Tenant fails to perform any of its foregoing maintenance, repair and replacement obligations, Landlord may (but is not obligated to), after ten (10) days written notice to Tenant, perform any such obligations and all expenses of Landlord in so performing shall be considered additional rent hereunder and shall be due to Landlord upon demand. Interest at the rate of 12% per annum, or the maximum interest rate permissible by law for this transaction, whichever is lesser, (the "Interest Rate") shall accrue to all sums which are not paid upon demand from the date of the demand until paid.

(b) Tenant shall have the right to make any alterations, additions, improvements or replacements in or to the improvements on the Leased Premises (collectively, "Alterations") without the prior written consent of Landlord, provided that Tenant shall obtain Landlord's prior consent to Alterations that may materially adversely affect the value of the Premises or are expected to cost more than \$50,000 as to any single Alterations or related series of Alterations. Any and all approved work shall be done by reputable companies lien free and in good and workmanlike fashion. Landlord agrees, at Tenant's sole cost and expense, to apply for or join with Tenant in applying for all such permits or other authorizations as may be necessary to the completion of any approved work authorized to be done by Tenant hereunder and to execute and deliver to Tenant all such consents as the public authorities having jurisdiction may reasonably require.

(c) Unless the Leased Premises or any part thereof shall have been transferred to Tenant pursuant to the terms of this Lease, Tenant, on termination of this Lease, and at its own expense, return the Leased Premises to Landlord, surrendering the same into the possession of Landlord (i) free and clear of all liens other than those in effect at the Commencement Date, in the condition required by Section 6(a) hereof and in compliance with Section 8.

7. Utility and Janitor Service.

Tenant agrees that it will pay for all water, gas, telephone, sewer, steam, standby sprinkler service, electric current, and all other utilities used, rendered or supplied upon or in connection with the Leased Premises, at the rates charged by the utility providing the same, as and when the charges for the same shall become due and payable, and will, at its own expense, furnish all fuel, janitorial, security and other services required in connection with the use or operation of the Leased Premises.

8. Compliance with Ordinances.

Tenant agrees that in the conduct of its business it will comply with all laws, ordinances, rules and regulations (including, without limitation, zoning and environmental) of all public authorities having any jurisdiction over the Leased Premises or any part thereof. Tenant further represents, warrants and covenants that in the conduct of its business on the Leased Premises all infectious, hazardous or other regulated materials used, handled or stored at the Leased Premises or any part thereof, or otherwise used, handled, stored at or disposed of in connection with its business will be so used, handled, stored and disposed of in accordance with all laws, rules, regulations and ordinances governing the same. Tenant shall not dispose of any infectious, hazardous or other regulated materials on, under, or around the Leased Premises or any part thereof, except in compliance with all applicable laws and Section 27 of this Lease. For purposes of this Lease, "infectious, hazardous or other regulated materials" shall mean: (i) all materials defined or characterized as hazardous waste or hazardous substances by the United States Environmental Protection Agency or any other agency pursuant to the Federal Solid Waste Disposal Act (42 U.S.C. § 3251); as amended, including, without limitation, the Resource Conservation and Recovery Act of 1976 (42 U.S.C. § 6901), the Comprehensive Environmental Response, Compensation and Liability Act of 1980 or the Toxic Substances Control Act, and all regulations promulgated thereunder, or any other applicable federal law, rule or regulation; (ii) all materials defined or characterized as a hazardous waste or a hazardous substance by any agency of the State of Ohio having jurisdiction over hazardous waste or hazardous substances generated by facilities within such state, or any other applicable state or local law, rule or regulation; (iii) special nuclear or by-product material, within the meaning of the Atomic Energy Act of 1954, as amended; (iv) infectious materials as defined in any federal, state or local regulations; and (v) any other materials which by the terms of any permit relating to the Leased Premises or the operations of Tenant permitted by Section 4 hereof may not be used, stored or disposed of at the Leased Premises or any part thereof.

9. Insurance.

(a) Tenant shall maintain during the Term All Risk Property Insurance on the Leased Premises in an amount equal to the full replacement value of Building and improvements, with agreed amount endorsement, with Landlord named as an additional insured. Tenant shall also insure any additional improvements which Tenant may construct thereon in accordance with Section 6(b) hereof.

(b) Tenant shall also maintain a policy or policies of Commercial General Liability insurance, on an occurrence basis, with the premiums thereon fully paid on or before the due dates, such insurance to afford minimum protection of not less than Two Million and 00/100 Dollars (\$2,000,000.00) for Bodily Injury or death to any one person and Five Million and 00/100 Dollars (\$5,000,000.00) for Bodily Injury or death in the aggregate of not less than One Million and 00/100 Dollars (\$1,000,000.00) for property damage in any one occurrence. Such insurance shall name Landlord as an additional insured.

(c) Anything in this Lease to the contrary notwithstanding, each of Landlord and Tenant hereby waives any and every claim for recovery from the other for any and all

loss or damage to the Land or the Building or to the contents thereof, whether such loss or damage is due to the negligence of Landlord or Tenant or their respective agents or employees, which loss or damage is insured or required to be insured pursuant to this Lease by valid and collectible insurance policies and then only to the extent of the proceeds collected or collectible under such insurance policies; provided, however, that the foregoing waiver shall not be operative in any case where the effect thereof is to invalidate any insurance coverage of the waiving party or increase the cost of such insurance coverage; provided further, that Landlord and Tenant each agree to give written notice of the terms of this mutual waiver to each insurance company which has issued, or in the future may issue, policies of physical damage to it, and to have said insurance policies properly endorsed to prevent the invalidation of said insurance coverage by reason of said waiver and provided further that such insurance company waives all rights of subrogation which it might have against Landlord or Tenant, as the case may be.

(d) The insurance required by this Agreement shall be written by companies of recognized financial standing which: (i) are licensed to do business in Ohio; (ii) have a rating from A.M. Best, of A+ or better; and (iii) are legally qualified to issue such insurance. Any coverage amount stated in this Section 9 (a "Base Amount") shall be subject to a CPI Increase as of each 5-year anniversary of the date of this Agreement in an amount equal to the increase in the CPI (as hereinafter defined), computed by multiplying the Base Amount by a fraction, the numerator of which is the CPI published for the last calendar month of the calendar year immediately prior to the 5-year anniversary of the date of this Agreement in question and the denominator of which is the CPI published for the calendar month immediately preceding the date of this Agreement. As used in this Agreement, "CPI Increase" means the increase in the Base Amount so determined and "CPI" means the Consumer Price Index for All Urban Consumers, for Ohio, All Items (1982-84 = 100) as published by the U.S. Department of Labor, Bureau of Labor Statistics, or if the publication of that index is discontinued, such other reliable governmental or other reputable publication reasonably selected by Landlord which reflects the then broad range of economic factors represented in the Consumer Price Index as to such location.

(e) Each insurance policy maintained pursuant to this Lease shall: (i) provide that thirty (30) days (10 days for nonpayment of premiums) prior written notice of cancellation, modification, termination or lapse of coverage shall be given to Landlord, (ii) be primary and without right or provision of contribution as to any other insurance carried by Landlord; and (iii) provide for a deductible or self-insurance retention of an amount reasonably acceptable to Landlord.

(f) Tenant shall advise Landlord in writing thirty (30) days in advance of any policy cancellation, reduction or amendment affecting the insurance required to be carried by such party under this Agreement.

(g) Tenant shall deliver to Landlord, on or before the Commencement Date of this Lease, a Certificate of Insurance evidencing above described Property insurance and Commercial Liability insurance with limits and additional insured endorsements as above described, in addition to a paid receipt indicating premiums are paid in full. Certificate(s)

of Insurance shall provide for a thirty (30) day written notice of cancellation or any material change and shall show that Landlord is named Additional Insured on all policies.

(h) In addition, Tenant acknowledges that in the event that Tenant fails to maintain the policies required under this Lease or commits any action or inaction which invalidates coverage of Landlord's interest, such failure shall be a material breach of this Lease and Tenant shall be liable to Landlord to the full extent of Landlord's uninsured losses.

10. Damage or Destruction by Fire or Otherwise.

(a) In the event that the Leased Premises are damaged or destroyed by fire or other casualty, this Lease shall not terminate nor shall the liability of Tenant to pay rent cease or be reduced. Tenant shall notify Landlord within thirty (30) days after any such fire or casualty, and in such notice Tenant shall elect to either: (i) restore, replace or rebuild, or cause to be restored, replaced or rebuilt, the Leased Premises to a condition and utility at least equal to that prior to the casualty, with available insurance proceeds, plus the amount of any deductible and any additional funds provided by Tenant as are needed, and with all reasonable speed, and in any event, within one hundred twenty (120) days after such casualty, to the condition the same was prior to the happening of the fire or other casualty, subject to the provisions of Section 28 of this Lease, or (ii) exercise its the Option to Purchase pursuant to in Section 31 of this Lease. If Tenant fails to so notify or to so elect, Tenant shall be deemed to have elected to exercise its Option to Purchase effective as of the thirtieth (30th) day after the fire or other casualty.

(b) Proceeds due to any loss of the Building under the property insurance required by any provision of this Lease shall be payable to Tenant, as Named Insured, and Landlord as owner of building and Additional Insured. If a loss shall be payable as noted above, provided there is no default by Tenant hereunder, (i) Tenant shall provide the claim check/voucher to Landlord for endorsement thereon; (ii) once the Tenant and the Landlord endorse the check, the proceeds shall be deposited in a loss trust fund for the sole purpose of paying the cost of restoration after Tenant has paid out of its own funds any insurance deductible, and proceeds shall be applied to the full completion of restoration and (iii) to the extent of any excess remaining after completion of the restoration, such excess shall be delivered to Tenant after Landlord is satisfied that all liens and bills have been paid in full of such restoration. Tenant shall give Landlord notice of completion of the restoration within thirty (30) days thereafter. If Landlord makes no claim or objection with respect to such proceeds or their disposition within thirty (30) days after such notice is given, then Tenant may pay over to itself the unapplied proceeds and trust obligations hereunder with respect to such proceeds shall terminate. Notwithstanding the foregoing, if there is a default by Tenant hereunder, Tenant shall pay (or assign) all insurance proceeds with respect to such loss to Landlord and Landlord, may, at its option, either release such proceeds to Tenant as construction proceeds for reimbursement of expenses for restoration incurred by Tenant, under reasonable procedures customarily required by institutional construction lenders or apply such proceeds to any amounts owing to Landlord on account of such default or otherwise pursuant to Section 13.

11. Eminent Domain.

(a) In the event that at any time during the Term of this Lease, the Leased Premises, or any part thereof, shall be taken by eminent domain by any public or quasi-public authority (or in the event a voluntary conveyance is made by Landlord to such public or quasi-public authority by reason of or by threat or imminence of the exercise of said power of eminent domain by said authority), Tenant shall, not later than thirty (30) days after notice of such taking, notify Landlord that Tenant exercises its Option to Purchase, in which event this Lease shall terminate upon the closing under the Option to Purchase, and upon such closing any award or compensation arising from such taking shall belong to and be payable to Tenant; provided, however, that, if title to or ownership of a portion of the Leased Premises shall be so taken, and if the portion of the Leased Premises so taken shall not be such as to make the continued use of the unaffected part of the Leased Premises by Tenant for the purposes of Tenant's business as set forth in Section 4 above impossible or impracticable, then this Lease shall continue and Tenant shall have the right to use all awards payable as a result of such taking for restoration of the Leased Premises, and Tenant shall restore the Leased Premises using such award and such additional funds of Tenant as are needed, to as close to the same condition as before such condemnation as possible, taking into consideration the scope of such condemnation. Tenant shall commence and complete such restoration with all reasonable speed, and in any event, within one hundred twenty (120) days after such partial taking, to the condition the same was prior to the taking, subject to the provisions of Section 28 of this Lease. Section 10(b) shall apply to the use of any such award and any such restoration of the Leased Premises.

(b) Landlord and Tenant shall each have the right to be represented at their own respective cost and expense in any proceedings in which the right of eminent domain is sought to be exercised by any such public authority, and to make full proof of their respective claims in any such proceedings.

(c) Except as otherwise provided in this Section 11, this Lease shall not terminate, be forfeited or be affected in any manner, nor shall there be any reduction or abatement of the Base Rent or other rent payable hereunder, by reason of taking or condemnation for any public or quasi-public use or purpose, or conveyance under threat of such condemnation, of the Leased Premises or any part thereof, and Tenant, notwithstanding any law or statute present or future, waives any and all rights to quit or surrender the Leased Premises or any part thereof; and Tenant's obligations hereunder, including, without limitation, the payment of Base Rent and other rent hereunder, shall continue as though no portion of the Leased Premises had not been taken or condemned or conveyed in lieu thereof, and without abatement, suspension, diminution or reduction of any kind.

(d) Notwithstanding the foregoing, to the extent permitted by law, Tenant shall be allowed to pursue a claim against the condemning authority that shall be independent of and wholly separate from any action, suit or proceeding relating to any award as to the Leased Premises, as provided above (and without reducing any possible award as to the Leased Premises Landlord may be entitled to pursue at law) for reimbursement of relocation expenses and for Tenant's personal property.

12. Assignment and Subletting.

Tenant shall have the free right to assign, encumber or sublet this Lease or Tenant's rights hereunder without the prior written consent of Landlord. In the event of such assignment, encumbrance or subletting, and unless otherwise agreed, Tenant shall remain liable for the payment of all rent required to be paid hereunder and for the performance of all terms, covenants and conditions undertaken by Tenant in this Lease.

13. Default.

(a) Tenant agrees, subject to the provisions of this Section 13, that:

(i) if Tenant shall fail to make a payment of any rent or other sums due under this Lease for five (5) days after receipt of written notice from Landlord that it is past due; or

(ii) (1) if Tenant shall fail to commence to cure within five (5) days after receipt of written notice from Landlord or any government entity, and thereafter fail to proceed continuously with diligence to complete the cure, of any hazardous condition which exists on the Leased Premises in violation of law or of this Lease, provided, however, Tenant shall immediately commence to cure (and diligently and continuously pursue to completion, in accordance with all applicable laws) such condition if such condition poses a threat to life or safety; or, (2) if Tenant shall fail to carry insurance as required by this Lease;

(iii) if Tenant shall neglect or fail to perform or observe any of the other covenants contained in this Lease on Tenant's part to be performed and shall not have remedied the same within thirty (30) days after receipt of written notice thereof given by Landlord; provided, however, that if such failure of compliance is not capable of being remedied within such thirty (30) day period, then Tenant shall not be deemed to be in default hereunder if Tenant commences the remedy thereof within such thirty (30) day period, but any such extension of the cure period shall not exceed an additional sixty (60) days, as may be reasonably required to cure because of the nature of the default, and provided, further, as to such longer time, that within the initial thirty (30) day period Tenant has notified Landlord that more time reasonably is needed and has undertaken procedures to cure the default within such thirty (30) day period and that Tenant thereafter diligently and continuously pursues such effort to completion and promptly responds to any request from Landlord for updates on Tenant's progress; or

(iv) if any execution or attachment shall be issued against Tenant and such execution or attachment shall not be discharged within sixty (60) days after levy or seizure thereunder; or

(v) if the Leased Premises shall be abandoned, of which fact Landlord shall be the sole judge; or

(vi) if other than under Title 11 of the United States Code, Tenant becomes subject to any voluntary or involuntary insolvency, cession, bankruptcy or similar proceedings, or an assignment for the benefit of creditors is made by Tenant, or an agreement between Tenant and its creditors generally is entered into providing for extension or composition of debt, or a receiver is appointed to administer the assets of

Tenant, or the assets of Tenant are liquidated and the same remain undischarged for a period of thirty (30) days;

then, and in any one or more such events, Landlord may give notice of such default to Tenant and, at any time within thirty (30) days after such notice from Landlord (the "Additional Cure Period"), Tenant has the right to cure such default or to exercise the Option to Purchase and complete the purchase of the Real Property as provided in Section 31 of this Lease; provided, however, that Landlord need not provide any such notice and Tenant shall not have the right to such Additional Cure Period in the case of more than one (1) default under Section 13(a)(i) during any twelve (12)-month period, in the case of any default under Section 13(a)(ii)(2) above or in the case of a failure to satisfy the Debt Service Coverage Ratio Covenant..

(b) If any default exists as provided in Section 13(a) (other than a failure to satisfy the Debt Service Coverage Ratio Covenant), and if Tenant fails to cure the same during the Additional Cure Period, if any, provided for in clause 13(a) above, and if Tenant further fails to exercise the Option to Purchase during the Additional Cure Period, and thereafter to complete the purchase of the Real Property as provided in Section 31, then Tenant's right to exercise the Option to Purchase shall no longer be exercisable unless and until Section 31.1(a)(iii) applies and, in addition to any other rights or remedies Landlord may have at law or in equity, Landlord shall, so long as such default shall be continuing, and without limiting the applicability of Section 20, have the following rights:

(i) To accelerate all Base Rent and other rent due under the terms of this Lease. The failure of Landlord to elect to accelerate Base Rent and other rent shall not be deemed a waiver of the right to accelerate the same at a future date. Upon acceleration, Landlord shall be entitled to recover from Tenant as damages: (A) the worth at the time of award of unpaid Base Rent, other rent and other sums due and payable which had been earned at the time of termination; plus (B) the worth at the time of award of the unpaid Base Rent and other sums due and payable which would have been payable after termination during the balance of the term. The "worth at the time of award" shall be calculated by allowing interest at the lesser of the Interest Rate or the maximum rate permitted by law, on the unpaid amounts due and payable from the termination date through the date of award and then by discounting the amounts at the rate of seven percent (7%) per annum from the ordinary due date of such amounts.

(ii) To re-enter the Leased Premises and remove all persons and all or any property therefrom, by summary dispossession proceeding at law, and repossess and enjoy the Leased Premises, together with all additions, alterations and improvements, without compensation and without liability for use. Upon recovering possession of the Leased Premises by reason of or based upon or arising out of a default on the part of Tenant, Landlord may, at Landlord's option, either terminate this Lease or make such alterations and repairs to the Leased Premises and/or divide or subdivide the Leased Premises as Landlord determines is necessary in order to relet the Leased Premises, or any part or parts thereof, either in Landlord's name or otherwise, for a term or terms which may, at Landlord's option, be less than or exceed the period which would otherwise have constituted the balance of the Term and at such rent or rents and upon such other terms and conditions as in Landlord's sole discretion may seem desirable and

to such person or persons as may, in Landlord's discretion, seem desirable, or to market the same for sale, free of any Tenant interests under this Lease or under the Option to Purchase, as provided below. All reasonable costs and expenses of such reletting or sale, including reasonable brokerage fees and all costs of such alterations and repairs shall be paid by Tenant to Landlord within ten (10) days after demand. Upon each such reletting or sale, all rents received by Landlord from such reletting or proceeds received from such sale shall be applied first, to the payment of any costs and expenses of such reletting or sale, including brokerage fees and all costs of such alterations and repairs not yet collected from Tenant; second, to the payment of Base Rent or other rent due and unpaid hereunder; and the residue, if any, shall be held by Landlord and applied to payment of future Base Rent or other rent as it may become due and payable hereunder. If such rentals received from such reletting during any quarter shall be less than that to be paid during that quarter by Tenant hereunder, or if the proceeds from such sale shall be less than all amounts due hereunder, Tenant shall pay any such deficiency to Landlord within ten (10) days after demand. In the case of reletting, such deficiency shall be calculated and paid quarterly on the date Base Rent would otherwise be due hereunder. In the case of sale, any such deficiency not yet paid shall be calculated and paid contemporaneously with the sale. Landlord shall have the right from time to time to begin and maintain successive actions or other legal proceedings against Tenant for the recovery of amounts due, including, without limitation, any such deficiency and/or amounts in excess thereof payable by Tenant and to recover the amount upon the liability of Tenant herein provided in Section 13(b)(i), which liability, it is expressly agreed, shall survive any action to secure possession of the Leased Premises. If there is a surplus from any such reletting for a term that does not extend beyond the term provided for in this Lease (or for the term of such reletting to the extent that the term does not extend beyond the term provided for in this Lease), or from a sale of the Leased Premises, after, in the case of a reletting or sale, payment to Landlord of all amounts due hereunder, the surplus shall be paid to Tenant. Nothing herein contained shall be deemed to require Landlord to wait to begin any such action or other legal proceeding until the date when the Lease would have expired had there been no default on the part of Tenant or until the date of any sale of the Leased Premises. No such re-entry or taking possession of the Leased Premises or the making of alterations and/or improvements thereto or the reletting thereof shall be construed as an election on the part of Landlord to terminate this Lease unless written notice of such intention be given to Tenant. Tenant, for Tenant and Tenant's successors and assigns, hereby irrevocably constitutes and appoints Landlord as Tenant's agent, for purposes of this Section 13(b) only, to collect the rents due and to become due under all assignments or subleases of the Leased Premises or any parts thereof without in any way affecting Tenant's obligation to pay any unpaid balance of Base Rent or other rent due or to become due hereunder. Notwithstanding any such reletting without termination, Landlord may at any time thereafter elect to terminate this Lease for such previous breach pursuant to Section 13(b)(iii).

(iii) To serve a seven (7) day notice of cancellation of this Lease upon Tenant, and upon expiration of the seven (7) day period (unless before such date all defaults at the time existing under this Lease shall have been fully cured, in which case such defaults and notice from Landlord shall be deemed to be canceled), this Lease and the term shall end and expire as fully and completely as if the date of expiration of such seven (7) day period were the day herein definitely fixed for the end and expiration of

this Lease and the term, and upon such cancellation, Landlord may re-enter the Leased Premises and eject all persons therefrom and be entitled upon such cancellation to recover from Tenant in successive actions, the sums equal to the amount provided in Section 13(b)(i).

(iv) To be reimbursed for any damages suffered by Landlord, including, without limitation, actual damages, but not including consequential damages.

In the case of any Default by Tenant, regardless of which remedy or remedies Landlord elects to pursue, rents received by Landlord shall be applied in the order set forth in Section 13(b)(ii) above, and if any surplus exists from any such reletting for a term that does not extend beyond the term provided for in this Lease (or for the term of such reletting to the extent that the term does not extend beyond the term provided for in this Lease), or from a sale of the Leased Premises, after, in the case of a reletting or sale, payment to Landlord of all amounts due hereunder, the surplus shall be paid to Tenant.

(c) Tenant waives and releases, to the fullest extent legally permissible, any right to assert in any action by Landlord to enforce the terms of this Lease, any defense, counterclaim, or rights of setoff or recoupment respecting the mitigation of damages by Landlord.

(d) Without limiting the effect of Section 13(c) of this Lease, and without limiting Landlord's rights to pursue remedies as otherwise provided in this Lease, if Tenant shall default under this Lease and Landlord elects to exercise its remedies under Section 13(b)(i), (ii) or (iii), Landlord agrees to use commercially reasonable efforts to market the Leased Premises for sale. Tenant agrees that Landlord shall be deemed to have satisfied such agreement in full if Landlord undertakes, using commercially reasonable efforts, for a period not to exceed eighteen (18) months, to sell the Leased Premises to a third party purchaser (a "Purchaser") in accordance with the following criteria:

(i) Landlord shall have no obligation to market the Leased Premises for sale or to solicit or entertain negotiations with any prospective Purchaser until Landlord obtains full and complete possession of the Leased Premises including, without limitation, the final and unappealable legal right to sell or relet the Leased Premises free of any claim or interest of Tenant under this Lease, including as to the Option to Purchase, other than Tenant's right to the surplus proceeds, if any, as provided in Section 13(b) of this Lease, and Tenant's right, under Section 31.1(a)(iii) to exercise the Option to Purchase.

(ii) Landlord shall not be obligated to sell Leased Premises to a Purchaser for a price less than the current fair market value then prevailing for similar manufacturing uses in the same market area as the Leased Premises, nor shall Landlord be obligated to enter into a purchase agreement under terms and conditions that are unacceptable to Landlord in Landlord's commercially reasonable judgment.

(iii) Landlord shall not be obligated to enter into a purchase agreement with any proposed Purchaser which does not have, in Landlord's reasonable opinion, sufficient financial resources or operating experience to purchase the Leased Premises.

(iv) Landlord shall not be required to expend any amount of money to alter, remodel or otherwise make the Leased Premises suitable for use by a proposed Purchaser unless Landlord, in Landlord's sole discretion, determines that any such expenditure is financially justified in connection with entering into any such purchase agreement.

Upon compliance with the above criteria regarding the sale of the Leased Premises after a default by Tenant, Landlord shall be deemed to have fully satisfied, in a commercially reasonable manner, Landlord's obligation to attempt to sell the Leased Premises. Promptly after the lapse of such eighteen (18) month period, Landlord shall notify Tenant of the lapse of the eighteen (18)-month period and the Option to Purchase shall again be exercisable by Tenant, in accordance with Section 31.1(a)(iii), not later than the thirtieth (30th) day after Landlord provides such notice to Tenant; provided, however, that if Landlord has entered into a purchase and sale agreement for the Leased Premises with a Purchaser and such sale is pending upon the lapse of the eighteen (18) month period, then Landlord's notice shall be provided upon any lapse or termination of such purchase and sale agreement without consummation of the sale (in either case, the thirtieth (30th) day after such Landlord notice is the "the Final Option Exercise Deadline"). In the event Tenant fails to exercise the Option to Purchase by the Final Option Exercise Deadline, as provided in Section 31.1(a), the Option to Purchase shall automatically and irrevocably terminate. Pending the completion of any such sale, Landlord reserves the right to relet the Leased Premises or to use the same for Landlord's own use, provided that any proceeds of such reletting, or the fair rental value in the case of any use by Landlord, shall be applied as provided in Section 13(b) above.

(e) All property of Tenant removed from the Leased Premises by Landlord pursuant to any provisions of this Lease or of law may be handled, removed or stored by Landlord at the cost and expense of Tenant, and Landlord in no event shall be responsible for the value, preservation or safekeeping thereof. Tenant shall pay Landlord for all expenses incurred by Landlord in such removal and storage charges against such property as long as the same is in Landlord's possession or under Landlord's control.

(f) (i) No waiver by either party of any breach of obligations, agreements or covenants herein shall be a waiver of any subsequent breach of any obligation, agreement or covenant, nor shall any forbearance by either party to seek a remedy for any breach by the other party be a waiver by such party of any rights or remedies with respect to such or any subsequent breach, nor shall any express waiver by either party be deemed to apply to any other existing or subsequent right to remedy any default by the other party, nor shall any waiver by either party of any default or breach by the other party in the performance of any of the covenants or obligations of such other party under this Sublease be deemed to have been made by the party against which the waiver is sought to be charged unless contained in a writing executed by such party.

(ii) In the event that either party shall fail to make any payment required hereunder (including but not limited to the payment of Base Rent or other rent in the case of Tenant), when due, then, without limiting any other rights of such party, the breaching party shall be liable for interest thereon at the Interest Rate from the date that such installment of rent, or other payment, was due until the date paid in full, whether or not notice of default or failure to make timely payment had been given.

(g) After the time when Landlord has given notice, if required hereby, and the applicable grace period provided, if any, has expired, if any sums payable by Tenant shall remain due and payable, or after the time for performance by Tenant of any other term, covenant, provision or condition of this Lease, or before the expiration of that time in the event of a bona fide emergency (in which case Landlord shall only be required to give such notice as is reasonable and practical under the circumstances), Landlord may, at Landlord's election (but without obligation), make any payment required of Tenant under this Lease, or perform or comply with any covenant or condition imposed on Tenant under this Lease and the amount so paid plus the cost of such performance or compliance, plus interest on such sums at the Interest Rate, shall be deemed to be additional rent payable by Tenant immediately upon demand. No such payment, performance or observance by Landlord shall constitute a waiver of default or of any remedy for default or render Landlord liable for any loss or damage resulting from any such act.

(h) Landlord and Tenant waive their right to trial by jury in any action, proceeding or counterclaim brought by either of the parties hereto against the other on any matters whatsoever arising out of or in any way connected with this Lease, the relationship of Landlord and Tenant, Tenant's use of or occupancy of the Leased Premises, and any emergency statutory or any other statutory remedy. Tenant shall not interpose any counterclaim or counterclaims, including, without limitation, any claims contrary to the agreement of the parties to structure and treat this agreement as a lease with option to purchase, or claims for set-off, recoupment or deduction or rent in a summary proceeding for nonpayment of rent or other action or summary proceeding based on termination, holdover or other default in which Landlord seeks repossession of the Leased Premises from Tenant.

14. Inspection by Landlord.

Landlord, by any duly authorized agent or representative, shall have access to the Leased Premises and each and every part thereof at any and all reasonable time or times to inspect the same for any purpose including, but not limited to, the determination of the condition of the Leased Premises or any part thereof, the progress of any work undertaken by Tenant, and generally Tenant's performance of and compliance with the terms and provisions of this Lease.

15. Holdover.

Tenant will (subject to the requirements of Section 2(c) above), at the expiration of this Lease by lapse of time without a contemporaneous purchase of the Leased Premises by Tenant pursuant to the Option to Purchase, yield up immediate possession to Landlord and failing to do, it shall be deemed a tenant from month to month only, at a monthly rental that is one hundred fifty percent (150%) of thirty-three and one-third percent (33 1/3%) of the rental paid by Tenant for the quarter immediately preceding such termination. In such event, the rights, duties and obligations of Landlord and Tenant shall be governed, except as to rent and duration of the Term, by the provisions of this Lease (including, without limitation, Tenant's obligations for payment of taxes, utilities, insurance and maintenance, repair and replacement).

16. Mortgage Subordination.

Tenant agrees that it will subordinate its interest in this Lease to any future mortgages by subordination agreement in proper form conditioned only upon written agreement by the mortgagee not to disturb Tenant's possession or rights in the Leased Premises, including, without limitation, the Option to Purchase, so long as Tenant is not in default hereunder. Further, Tenant agrees that it shall execute and deliver from time to time to the holder or holders of any such mortgages such estoppel certificates as such holders or Landlord may reasonably request.

17. Indemnification.

Tenant agrees to indemnify and save harmless Landlord, its employees, agents, successors and assigns against and from any and all liabilities, losses, claims, suits, damages or other expenses whatsoever (including reasonable attorneys' fees) arising out of loss, damage or injury to property or person, resulting or arising by reason of (i) the use and occupancy of the Leased Premises by Tenant; (ii) Tenant's negligence or willful acts or omissions; and (iii) Tenant's breach of any obligation, covenant or other term contained herein, including, without limitation, any violation of Tenant's covenant concerning compliance with all environmental laws, rules, ordinances and regulations. In case any action or proceeding be brought against Landlord by reason of any such claim for which Tenant is liable hereunder, Tenant, upon notice from Landlord, covenants to resist or defend such action or proceeding by counsel reasonably satisfactory to Landlord. Indemnification by Tenant hereunder shall not extend to any matter against which, and to the extent which, Landlord has received actual proceeds from any insurance for such matter.

18. Quiet Enjoyment.

Landlord covenants and agrees that Tenant, upon paying the rent and all other charges herein provided for, and observing and keeping all other covenants, agreements and conditions of this Lease on its part to be kept, shall peacefully and quietly hold, occupy and enjoy the Leased Premises during the Term of this Lease without hindrance or molestation from any person claiming through Landlord.

19. Estoppel Instruments.

Tenant agrees to furnish Landlord, upon demand made in good faith, instruments of estoppel in recordable form relating to the current condition of Lease payments and other evidence which a purchaser or mortgagee may customarily require.

20. Remedies Cumulative.

Except as provided in Section 3(a) regarding a breach of the Debt Service Coverage Ratio Covenant, no remedy or election given by any provision in this Lease shall be deemed exclusive but each shall, wherever possible, be cumulative with all other remedies in law or equity.

21. Waiver.

The failure of Landlord to insist upon strict performance of any of the covenants of this Lease or to exercise any option herein contained shall not be construed as a waiver or relinquishment for the failure of such or any other covenant or option, nor shall the receipt by Landlord of rent with knowledge of any default by Tenant, nor any other action of Landlord, except a waiver expressed in writing signed by Landlord, be deemed a waiver of such default, nor shall the acceptance by Landlord of any sum of rental less than the sum provided for in this Lease alter the rental terms hereof nor absolve Tenant from its obligation to pay the rental herein provided, but the acceptance of any lesser sum than the rent herein stipulated shall be an acceptance of the amount paid to apply on account of the rent due.

22. Notices.

All notices and formal requests or demands required or appropriate hereunder shall be personally delivered, sent by overnight courier or sent by registered or certified mail and shall be deemed to have been served or given when personally delivered, sent by overnight courier or enclosed in a properly sealed and addressed envelope or wrapper, and deposited, postage prepaid, in a post office, branch post office, or post office box regularly maintained by the United States Government. Notices to Landlord may be addressed to:

Parker Hannifin Corporation
Attn: Corporate Real Estate Manager
6035 Parkland Blvd.
Cleveland, OH 44124

or to such other person or place as Landlord may designate in writing, and notices to Tenant may be addressed to:

Thermoplastics Acquisition, LLC
3560 West Market Street, Suite 300
Akron, Ohio 44333
Attn: R. Mark Hamlin, President

With a mandatory copy to:

Brouse McDowell
388 South Main Street
Akron, Ohio 44311-4407
Attn: Robert P. Reffner

23. Successors and Assigns.

Subject to the provisions of Section 12 hereof, this Lease shall be binding upon and shall inure to the benefit of the parties hereto and their respective successors and assigns.

24. Memorandum of Lease--Recording.

Landlord and Tenant agree that this Lease shall not be recorded, but upon written request of either party they will cause to be prepared, and to execute, a memorandum of this Lease in the form prescribed by statute, which memorandum, and not this Lease, shall then be filed for record.

25. Section Headings.

The Section headings inserted in this Lease are for convenience only and are not intended to and shall not be considered to limit, enlarge or affect the scope or intent of this Lease nor the meaning of any provision hereof.

26. Signs.

Tenant shall have the right to install at its own expense, signs conforming to all laws and regulations and suitable for its purpose in the conduct of its business permitted under this Lease and which shall remain the property of Tenant. Tenant shall be responsible for proper maintenance and upkeep of such signs and for any damage to the Leased Premises occasioned thereby.

27. Hazardous Substances.

27.1 Reportable Uses Require Consent. Tenant shall not engage in any activity in, on or about the Leased Premises which constitutes a Reportable Use (as hereinafter defined) of Hazardous Substances (as hereinafter defined) without the express prior written consent of Landlord and compliance in a timely manner (at Tenant's sole cost and expense) with all applicable laws pertaining to the protection of the environment and human health and safety. The term "Hazardous Substance" as used in this Lease shall mean any product, substance, chemical, material or waste whose presence, nature, quantity and/or intensity of existence, use, manufacture, disposal, transportation, spill, release or effect, either by itself or in combination with other materials expected to be on the Leased Premises, is either: (i) potentially injurious to the public health, safety or welfare, the environment or the Leased Premises, (ii) regulated or monitored by any governmental authority, or (iii) a basis for liability of Landlord to any governmental agency or third party under any applicable statute or common law theory. "Reportable Use" shall mean (i) the installation or use of any above or below ground storage tank, (ii) the generation, possession, storage, use, transportation, release or disposal of a Hazardous Substance that requires a permit from, or with respect to which a report, notice, registration or business plan is required to be filed with, any governmental authority. Reportable Use shall also include Tenant's being responsible for the presence in, on or about the Leased Premises of a Hazardous Substance with respect to which any applicable law requires that a notice be given to persons entering or occupying the Leased Premises or neighboring properties. "Reportable Use" shall not include, and Tenant shall not need to obtain consent for, any activity conducted by Landlord on the Leased Premises prior to the Commencement Date.

27.2 Duty to Inform Landlord. If Tenant knows, or has reasonable cause to believe, that a Hazardous Substance, or a condition involving or resulting from same, has come to be located in, on, under or about the Leased Premises, other than as previously consented to by Landlord, Tenant shall immediately give written notice of such fact to Landlord. Tenant shall also immediately give Landlord a copy of any statement, report, notice, registration, application, permit, business plan, license, claim, action or proceeding given to, or received from, any governmental authority or private party or persons entering or occupying the Leased Premises, concerning the presence, spill, release, discharge of, or exposure to, any Hazardous Substance or contamination in, on, or about the Leased Premises, including but not limited to all such documents as may be involved in any Reportable Uses involving the Leased Premises.

27.3 Indemnification. Tenant shall indemnify, protect, defend and hold Landlord, its agents and employees, and the Leased Premises, harmless from and against any and all loss of Rents and/or damages, liabilities, judgments, costs, claims, liens, expenses, penalties, permits and attorneys' and consultants' fees arising out of or involving any Hazardous Substance or storage tank brought onto the Leased Premises by or for Tenant or under Tenant's control. Tenant's obligations hereunder shall include, but not be limited to the effects of any contamination or injury to person, property or the environment created or suffered by Tenant, and the cost of investigation (including consultants' and attorneys' fees and testing), removal, remediation, restoration and/or abatement thereof, or of any contamination therein involved, and shall survive the expiration or earlier termination of this Lease. No termination, cancellation or release agreement entered into by Landlord and Tenant shall release Tenant from its obligations under this Lease with respect to Hazardous Substances or storage tanks, unless specifically so agreed by Landlord in writing at the time of such agreement.

28. Force Majeure.

If either party fails to perform timely any of the terms, covenants and conditions of this Lease on such party's part to be performed and such failure is due in whole or in part to any strike, lockout, labor trouble, civil disorder, inability to procure materials, failure of power, restrictive Requirements, riots, insurrections, war, fuel shortages, accidents, casualties, acts of God, or any other cause beyond the reasonable control of such party, then such party shall deliver prompt notice to the other of such Force Majeure event and shall not be deemed in default under this Lease as a result of such failure and any time for performance by such party provided for herein shall be extended by the reasonable period of delay resulting from such cause.

29. Cross-default.

Landlord and Tenant acknowledge that, contemporaneously herewith, Landlord and Tenant have entered into another lease, in substantially the same form as this Lease, for leased premises located in Lee County, South Carolina and more fully described on Exhibit B, attached to this Lease and made a part hereof (the "Other Lease"). Landlord and Tenant agree that (i) a default hereunder shall be deemed a default under the Other Lease and that a default under the Other Lease shall be deemed a default under this Lease and (ii) a notice ("Notice of Default") given by Landlord to Tenant under the Other

Lease, alleging a default under such Other Lease, shall be (and be deemed to be), unless otherwise provided by the giver of such notice, a Notice of Default given by Landlord under this Lease (provided, however, that Landlord may nonetheless elect to give two (2) or more Notices of Default if it so elects). Tenant agrees that Landlord has been induced to enter into this Lease in reliance upon the enforceability of this provision and Tenant agrees that this provision is fair, reasonable and enforceable in all respects.

30. Representations and Warranties of Landlord.

As of the date hereof, Seller represents and warrants to Buyer as follows:

a) Seller owns good and marketable title to the Land, the Building and other structures or improvements thereon (the "Real Property"), free and clear of any Encumbrances (as hereinafter defined), other than: (i) liens for real estate taxes and assessments, both general and special, ("Taxes") for the current tax year which are not yet due and payable; (ii) those described in Exhibit C, attached hereto and made a part hereof; (iii) easements, licenses, covenants, rights of way, utility agreements and other similar restrictions; (iv) any conditions that would be shown by a survey; (v) laws that affect the use of the Real Property including, without limitation, zoning, building and other similar restrictions; (vi) other Encumbrances of a minor nature, none of which, individually or in the aggregate, in any material respect interfere with or impair the continued use of the Real Property in the Ordinary Course of Business (as hereinafter defined); and (vii) matters affecting the condition of title of the Real Property suffered or created by or with the written consent of the Tenant (clauses (i) through (vii) collectively, "Permitted Real Estate Encumbrances"). None of the Permitted Real Estate encumbrances, individually or in the aggregate, in any material respect interfere with or impair the continued use of the Real Property in the Ordinary Course of Business. True and complete copies of all deeds, existing title insurance policies and surveys of or pertaining to the Real Property, and all instruments, agreements and other documents evidencing, creating or constituting any of the Encumbrances identified on Exhibit C have been delivered to Tenant. Landlord warrants to Tenant that, at the Commencement Date, the Land and Building shall be free and clear of all encumbrances other than Permitted Real Estate Encumbrances.

(b) Except as otherwise set forth in this Lease, Landlord makes no representation in this Lease or otherwise as to the physical condition or usefulness for a particular purpose of the Real Property. Except as otherwise set forth in this Lease, Tenant accepts the condition of the Real Property, "AS IS, WHERE IS" without any representation, warranty or guarantee, express or implied, as to merchantability, performance, fitness for a particular purpose or otherwise.

(c) To the Knowledge (as hereinafter defined) of Landlord, the use of the Real Property for the various purposes for which it is presently being used is permitted as of right under all applicable zoning legal requirements and is not subject to "permitted conforming" use or structure classifications. To the Knowledge of Landlord: (i) all improvements are in compliance with all applicable Laws, including those pertaining to zoning, building and the disabled, are in good repair and in good condition, ordinary wear and tear excepted, and are free from latent and patent defects; (ii) no part of any

improvement encroaches on any real property not including in the Land, and there are no buildings, structures, fixtures or other improvements primarily situated on adjoining property which encroach on any part of the Land; and (iii) the Land abuts on and has direct vehicular access to a public road or has access to a public road via a permanent, irrevocable, appurtenant easement benefiting such property, is supplied with public or quasi public utilities and other services appropriate for the operation of the facility and is not located within any flood plain or area subject to wetlands regulation or any similar restriction. There is no existing or proposed plan to modify or realign any street or highway or any existing or proposed eminent domain proceeding that would result in the taking of all or any part of the Land or Building or that would prevent or hinder the continued use of the facility as heretofore used in the conduct of the Business.

As used in this Section 30:

(i) "Encumbrance" means any charge, claim, condition, equitable interest, lien, option, pledge, security interest, mortgage, right of way, easement, encroachment, servitude, right of first option, right of first refusal or similar restriction, including any restriction on use, transfer, receipt of income or exercise of any other attribute of ownership.

(ii) "Knowledge" of Landlord means the actual knowledge of Kurt Keller and Jim Miserendino after due and diligent inquiry, including, without limitation, a review of the appropriate Business documents and interviews with the appropriate Persons (including the Person or Persons who would likely have the most knowledge regarding the particular matter in question) employed by or related to the Business.

(iii) "Ordinary Course of Business" means consistent with past practices of Landlord's former Thermoplastics Division (the "Business") and taken in the course of day-to-day activities of the Business.

31. Option to Purchase.

31.1 Option to Purchase. Tenant shall have the right and option to purchase the Leased Premises (the "Option to Purchase") upon the following terms and conditions:

(a) the Option to Purchase shall be exercisable by Tenant by providing written notice to Landlord, given not later than the deadline(s) specified below:

(i) provided that no default then exists, which default had not been cured after any required notice and the lapse of the applicable cure period, if any, under Section 13(a), not later than the expiration of the stated term of this Lease (the "End of Term Option Exercise Deadline"); in the event Tenant fails to give notice of its election not to exercise the Option to Purchase not later than the End of Term Option Exercise Deadline, Tenant shall be deemed to have elected to exercise the Option to Purchase.

(ii) if a default then exists, which default had not been cured after any required notice and the lapse of the applicable cure period, if any, under Section 13(a), not later than the last day of the Additional Cure Period; and

(iii) if Section 13(d) applies, not later than the Final Option Exercise Deadline.

Notwithstanding any other provision in this Lease to the contrary, Tenant's Option To Purchase the Leased Premises shall terminate upon the first to occur of (1) the sale of the Leased Premises to a Purchaser after the occurrence of the lapse of the Additional Cure Period without Tenant's exercise of the Option to Purchase or (2) the occurrence of the Final Option Exercise Deadline without Tenant's exercise of the Option to Purchase.

(b) The purchase price, which shall be payable in immediately available funds, for the Leased Premises under the Option to Purchase shall initially be Two Million Seven Hundred Thousand Dollars (\$2,700,000.00) as adjusted during the term as specified on Exhibit D (the "Purchase Price"). The Purchase Price shall be deposited with the Escrow Agent (as hereinafter defined) on the Closing Date (as hereinafter defined), subject to the adjustments and prorations hereinafter provided. Landlord agrees that Tenant shall receive a credit against the Purchase Price at Closing for a portion of the Base Rent payments made by Tenant during the term of the Lease. The schedule attached as Exhibit D to this Lease sets forth the Purchase Price applicable from time to time. If the Closing Date occurs on a date other than a Payment Due Date specified on Exhibit D, the Purchase Price shall be the total of (1) the Purchase Price listed on Exhibit D as of the Payment Due Date preceding the Closing Date plus (2) Base Rent due for any partial quarter (as calculated in accordance with Section 3) between the preceding Payment Due Date and the Closing Date, unless such amount has already been paid by Tenant as Base Rent. If Section 31.1(a)(ii) or (iii) applies, the Purchase Price shall include any delinquent Base Rent, other Rent or other costs, expenses or damages resulting from or arising due to a default by Tenant and then owing by Tenant to Landlord under this Lease.

(c) The consummation of the purchase by Tenant pursuant to the Option to Purchase shall occur not later than ninety (90) days from the date Tenant exercises the Option to Purchase (the "Closing Date").

(d) On the Closing Date, Landlord shall convey the Leased Premises to Tenant, and Tenant shall pay to Landlord the Purchase Price described above. On the Closing Date, this Lease shall terminate except with respect to obligations and liabilities of Tenant and Landlord under this Lease, actual or contingent, which have arisen on or prior to such date. Tenant shall have the option to purchase an owner's policy of title insurance (a "Title Policy").

(e) Notwithstanding Tenant's exercise of the Option to Purchase, Sections 10 and 11 shall govern in the event of damage, destruction or eminent domain.

(f) Escrow Agent shall mean Fidelity National Title Insurance Company, 1360 East Ninth Street, Suite 500, Cleveland, Ohio 44114, or such other title insurance company reasonably satisfactory to Landlord.

31.2 Procedure Upon Tenant's Purchase.

(a) On or prior to the closing Date, Landlord shall deliver to the Escrow Agent:

(i) a limited or special warranty deed, conveying fee simple title to the Real Property to Tenant, subject to Permitted Real Estate Encumbrances;

(ii) an affidavit of non-foreign status, as contemplated by Section 1445 of the Internal Revenue Code of 1986, as amended;

(iii) a settlement statement, as prepared by the Escrow Agent, which is mutually acceptable to Landlord and Tenant (the "Settlement Statement"); and

(iv) in the event Tenant elects to obtain a Title Policy, all other documents and certificates the title company may reasonably require as a condition to issuance of such Title Policy, in the full amount of the Purchase Price, provided that the same are reasonably acceptable to the Landlord in form and substance.

(b) On or prior to the Closing Date, Tenant shall deliver to the Escrow Agent:

(i) the balance of the Purchase Price, subject to the adjustments and prorations as hereinafter provided; and

(ii) the Settlement Statement.

(c) On the Closing Date, the Escrow Agent shall complete this transaction by (the following is collectively referred to as "Closing"):

(i) causing the Deed to be recorded;

(ii) if being obtained, issuing the Title Policy and forwarding same to Tenant;

(iii) prorating taxes, assessments, rents and other charges as herein specified;

(iv) disbursing to Landlord the Purchase Price, less prorated amounts and charges to be paid by or on behalf of Landlord pursuant to the Settlement Statement;

(v) charging Tenant for those costs and expenses to be paid by Tenant pursuant to the Settlement Statement;

(vi) preparing and forwarding to both Landlord and Tenant one signed copy of the Escrow Agent's Settlement Statement showing all receipts and disbursements of the escrow; and

(vii) reporting this transaction to the Internal Revenue Service as required by law.

31.3 Closing and Escrow Instructions.

(a) Landlord and Tenant agree that a signed counterpart of this document shall serve as escrow instructions to the Escrow Agent, subject to the provisions of Escrow Agent's standard conditions for acceptance of escrow, but only to the extent the same impose no additional obligations or liabilities on the parties hereto. In the event of a conflict between the provisions of Escrow Agent's standard conditions for acceptance of escrow and the terms and conditions herein set forth, the terms and conditions herein set forth shall control.

(b) All sums deposited with the Escrow Agent, shall be held by the Escrow Agent, in trust in accordance with the terms of this Agreement. Tenant shall pay any income taxes on any interest earned on the Earnest Money.

(c) If the Escrow Agent is unable to simultaneously perform all of the instructions set forth above, it shall so notify Landlord and Tenant and retain all funds and documents in its possession pending receipt of further instructions jointly issued by Landlord and Tenant. Landlord and Tenant hereby appoint the Escrow Agent to act as the "Reporting Person" for purposes of reporting this transaction to the Internal Revenue Service as contemplated by Internal Revenue Code Section 6045 and regulations thereunder.

31.4 Taxes. There shall be no closing proration of Taxes and Tenant shall continue to be responsible for and shall pay any Taxes relating to the Leased Premises that are then due and payable.

31.5 Charges and Fees. Landlord shall pay one-half of the cost of any real estate transfer tax and of the escrow fee of the Escrow Agent. Tenant shall pay (i) all costs and expenses incident to Tenant's financing, due diligence, (ii) the recording charges in connection with recordation of the Deed, (iii) if obtained, the cost of the Title Policy, and (iv) one-half of the cost of any real estate transfer tax and of the escrow fee of the Escrow Agent.

31.6 Default. If Landlord, without default by Tenant, fails to convey the Leased Premises to Tenant on the Closing Date in accordance with the terms hereof, Tenant hereby acknowledges that, as its sole remedies, Tenant may commence an action for specific performance of Landlord's obligations under this Option to Purchase to Purchase and seek recovery of any actual damages, but not consequential damages.

31.7 Brokers. Tenant and Landlord each represent and warrant to the other that it has not dealt with any agent/broker in connection with this agreement on the Real Property. Tenant and Landlord each agree to and do hereby indemnify, defend and hold the other harmless from and against any claims, damages, costs, expenses, attorneys' fees or liability for compensation or charges which may be claimed by any broker, finder or

other similar party by reason of any dealings, actions or agreements of the indemnifying party.

32. Conflict with Asset Purchase Agreement.

Nothing in this Lease shall supercede or contravene the terms of the Asset Purchase Agreement entered into by and between Landlord and Tenant of even date herewith (the "APA"), and if the Lease and the APA conflict, the terms of the APA shall control.

[THE REST OF THIS PAGE IS LEFT INTENTIONALLY BLANK]

LANDLORD:

Parker Hannifin Corporation

By: _____

Heinz Droxner
Heinz Droxner, Vice President, President
Seal Group

TENANT:

Thermoplastics Acquisition, LLC

By: _____


Its: _____

LANDLORD ACKNOWLEDGEMENT

STATE OF OHIO)
COUNTY OF Cuyahoga) ss:

BEFORE ME, a Notary Public in and for said County and State, personally appeared Parker-Hannifin Corporation by Heinz Proxner its Vice President (Landlord), who acknowledged that he/she did sign the foregoing instrument as such officer on behalf of Landlord and that the same is his/her free act and deed individually and as such officer and the free act and deed of the Landlord.

IN TESTIMONY WHEREOF, I have hereunto set my hand and official seal at CLEVELAND, Ohio, this 20 day of DECEMBER, 2005.


Notary Public
SHARON L. SIEGER, Notary Public
STATE OF OHIO - Lake & Cuyahoga Counties
My Commission Expires Feb. 16, 2006

TENANT ACKNOWLEDGEMENT

STATE OF OHIO)
COUNTY OF _____) ss:

BEFORE ME, a Notary Public in and for said County and State, personally appeared _____ by _____ its _____ (Tenant), who acknowledged that he/she did sign the foregoing instrument as such officer on behalf of Tenant and that the same is his/her free act and deed individually and as such officer and the free act and deed of the Landlord.

IN TESTIMONY WHEREOF, I have hereunto set my hand and official seal at _____, Ohio, this _____ day of _____, 2005.

Notary Public

LANDLORD:

Parker Hannifin Corporation

By: _____
Heinz Droxner, Vice President, President
Seal Group

TENANT:

Thermoplastics Acquisition, LLC

By: _____
James D. Van Tiem,
Secretary and Treasurer

LANDLORD ACKNOWLEDGEMENT

STATE OF OHIO)
COUNTY OF _____) ss:

BEFORE ME, a Notary Public in and for said County and State, personally appeared _____ by _____ its _____
(Landlord) who acknowledged that he/she did sign the foregoing instrument as such officer on behalf of Landlord and that the same is his/her free act and deed individually and as such officer and the free act and deed of the Landlord.

IN TESTIMONY WHEREOF, I have hereunto set my hand and official seal at _____, Ohio, this ____ day of _____, 2005.

Notary Public

TENANT ACKNOWLEDGEMENT

STATE OF OHIO)
COUNTY OF SUMMIT) ss:

BEFORE ME, a Notary Public in and for said County and State, personally appeared Thermoplastics Acquisition, LLC, by James D. Van Tiem, its Secretary and Treasurer, who acknowledged that he did sign the foregoing instrument for and on behalf of the limited liability company, and that the same is his free act and deed individually and as such officer, and the free act and deed of the company.

IN TESTIMONY WHEREOF, I have hereunto set my hand and official seal at Akron, Ohio, this 8th day of December, 2005.


Notary Public



JENNIFER R. LESLIE, Notary Public
Residence - Summit County
Statewide Jurisdiction, Ohio
My Commission Expires July 31, 2007

Exhibit A

Legal Description

Located in Section 10, Town 3 N, Range 6 E, City of Vandalia, County of Montgomery, State of Ohio and being a tract of land described as follows:

Beginning at the Northeast corner of Lot 1 of Northwoods Section One as recorded in Book 141, Page 38 in the Plat Records of Montgomery County, Ohio;

Thence, North 59 degrees, 16'06" East for 681.22 feet;

Thence, South 42 degrees, 57'10" East for 502.65 feet to the Northernmost terminus of Falls Creek Drive as recorded in Book 139, Page 24 in the Plat Records of Montgomery County, Ohio;

Thence, with the Northwest line of said Falls Creek Drive in a Southwesterly direction on a curve to the left with a radius of 1495.00 feet for 450.56 feet, chord to said curve bears South 38 degrees, 24'48" West for 448.85 feet, said curve has an internal angle of 17 degrees, 16'03";

Thence, North 64 degrees, 33'09" West for 717.69 feet to a point in the East line of said Lot 1 of Northwoods Section One;

Thence, with the East line of said Lot 1 Northwoods Section One, North 1 deg. 00'49" West for 63.11 feet to the point of beginning.

Curve distances are measured on the arc.

NOTE: 7.597 acres is out of that land conveyed to Montclair Properties, Inc, successors by merger to Montclair Properties (Ohio), Inc. Micro 81-541 A09 and 0.403 acres is out of that land conveyed to CSX Realty, Inc., a Virginia corporation as recorded in Micro 87-0678 B11 in the Deed Records of Montgomery County, Ohio.

The above described tract is known as Lot No 3 of Northwoods Section Two as recorded in Plat Book 145, Page 1 in the Plat Records of Montgomery County, Ohio.

Exhibit B

**Lease Between Parker Hannifin Corporation, as Landlord, and
Thermoplastics Acquisition, LLC, as Tenant, for
Premises located in Bishopville Township, Lee County, South Carolina
of even date herewith**

Exhibit C

Certain Encumbrances

**SCHEDULE B
EXCEPTIONS FROM COVERAGE**

Owners Policy No. CLE 245

This policy does not insure against loss or damage (and the Company will not pay costs, attorneys' fees or expenses) which arise by reason of:

1. Right-of-way to The Dayton Power and Light Company, recorded in Deed Book 1532, Page 318 of Montgomery County Records.
2. Right-of-way to The Dayton Power and Light Company, recorded in Deed Book 1610, Page 538 of Montgomery County Records.
3. Restrictions and Easements contained in Deed of Record No. 81-541-A09, Recorder's Office, Montgomery County, Ohio, but omitting any covenant or restriction based on race, color, religion, sex, handicap, familial status or national origin, unless and only to the extent that said covenant (A) is exempt under Chapter 42, Section 3607 of the United States Code or (B) relates to handicap, but does not discriminate against handicapped persons.
4. Restrictions, building lines and easements contained on the recorded plat of Northwoods Section Two as recorded in Plat Book 145, Page 1, Recorder's Office, Montgomery County, Ohio, but omitting any covenant or restriction based on race, color, religion, sex, handicap, familial status or national origin unless and only to the extent that said covenant (a) is exempt under Chapter 42, Section 2607 of the United States Code or (B) relates to handicap but does not discriminate against handicapped persons.
5. **FOR INFORMATION ONLY: TAXES**

Taxes on Parcel ID B02-12-24-0002, in the names of D/S Copco, Ltd., for the year 2000, in the amount of \$6,952.60, are PAID.

There will be an Air Pollution Control Assessment with the future installments of taxes, the exact amount(s) of which is not known at this time.

There will be a MCD/Aquifer Pres Sub Assessment with the future installment of taxes, the exact amount of which is not known at this time.

Exhibit D

Purchase Price after Credit for Base Rent Paid

Thermoplastics - Vandalia

	<u>Payment Due Date</u>	<u>Ending Balance</u>	<u>Per Diem</u>
		\$2,700,000	
Year 1	April 1, 2006	2,624,450	\$525
	July 1, 2006	2,547,578	510
	October 1, 2006	2,469,360	495
	January 1, 2007	2,389,774	480
Year 2	April 1, 2007	2,308,795	465
	July 1, 2007	2,226,399	449
	October 1, 2007	2,142,561	433
	January 1, 2008	2,057,255	417
Year 3	April 1, 2008	1,970,457	400
	July 1, 2008	1,882,140	383
	October 1, 2008	1,792,277	366
	January 1, 2009	1,700,842	348
Year 4	April 1, 2009	1,607,807	331
	July 1, 2009	1,513,143	313
	October 1, 2009	1,416,823	294
	January 1, 2010	1,318,818	275
Year 5	April 1, 2010	1,219,097	256
	July 1, 2010	1,117,631	237
	October 1, 2010	1,014,389	217
	January 1, 2011	909,341	197
Year 6	April 1, 2011	802,455	177
	July 1, 2011	693,697	156
	October 1, 2011	583,037	135
	January 1, 2012	470,440	113
Year 7	April 1, 2012	355,873	91
	July 1, 2012	239,300	69
	October 1, 2012	120,688	47
	January 1, 2013	0	23

Exhibit E

Form of Compliance Certificate

For Fiscal Quarter ended _____

THE UNDERSIGNED HEREBY CERTIFIES TO PARKER HANNIFIN CORPORATION THAT:

(1) I am the duly elected [President] or [Chief Financial Officer] of Creative Engineered Polymer Products, LLC, an Ohio limited liability company ("Guarantor");

(2) I am familiar with the terms of that certain Lease, dated as of December __, 2005, between Thermoplastics Acquisition, LLC, as tenant, and Parker Hannifin Corporation, as landlord, ("Landlord") (as the same may from time to time be amended, restated or otherwise modified, the "Lease", the terms defined therein being used herein as therein defined), and I have made, or have caused to be made under my supervision, a review in reasonable detail of the transactions and condition of the Companies during the accounting period covered by the attached financial statements;

(3) Set forth on Attachment I hereto are calculations of the financial covenants set forth in Section 3(c)(ii) of the Lease, which calculations show compliance with the terms thereof.

IN WITNESS WHEREOF, I have signed this certificate the __ day of _____, 20__.

Creative Engineered Polymer Products, LLC

By: _____

Name: _____

Title: _____