

# SECURITIES AND EXCHANGE COMMISSION

## FORM S-8

Initial registration statement for securities to be offered to employees pursuant to employee benefit plans

Filing Date: **1994-04-11**  
SEC Accession No. **0000045370-94-000003**

([HTML Version](#) on [secdatabase.com](#))

### FILER

#### **HANNA M A CO/DE**

CIK: **45370** | IRS No.: **340232435** | State of Incorporation: **DE** | Fiscal Year End: **1231**  
Type: **S-8** | Act: **33** | File No.: **033-53093** | Film No.: **94522211**  
SIC: **3060** Fabricated rubber products, nec

Business Address  
1301 E 9TH ST STE 3600  
CLEVELAND OH 44114  
2165894000



Common Stock,  
Par Value \$1.00

100,000

\$35.75

\$3,575,000

\$1,233

---

(1) Based upon the average of the high and low sales prices of the Common Stock in the consolidated reporting system on April 4, 1994; determined in accordance with Rule 457(c) solely for the purposes of determining the amount of the registration fee.

</TABLE>

## PART II

### INFORMATION REQUIRED IN THE REGISTRATION STATEMENT

#### Item 3. Incorporation of Documents by Reference

The following documents and reports filed by M. A. Hanna Company (File No. 1-5222) (the "Company") with the Securities and Exchange Commission (the "Commission") are incorporated herein by reference:

(a) Annual Report of the Company on Form 10-K for the fiscal year ended December 31, 1993;

(b) The description of the Company's Common Stock contained in the Registration Statement filed under Section 12 of the Securities Exchange Act of 1934, including any amendment or report filed for the purpose of updating such description;

(c) The description of the Company's Stock Purchase Rights contained in the Rights Agreement filed as Exhibit 2 to Form 8-K dated December 4, 1991, as amended.

All documents filed after the date of the filing of this Registration Statement by the Company pursuant to Sections 13(a), 13(c), 14 and 15(d) of the Securities Exchange Act of 1934, prior to the filing of a post-effective amendment which indicates that all securities offered have been sold or which deregisters all securities then remaining unsold, shall be deemed to be incorporated herein by reference and to be a part hereof from the date of filing of such documents.

#### Item 6. Indemnification of Directors and Officers

Subsection (b) (7) of Section 102 of the Delaware Law empowers a corporation in its original certificate of incorporation or an amendment thereto validly approved by stockholders to eliminate or limit the personal liability of a director to the corporation or its stockholders for monetary damages for breach of fiduciary duty as a director, provided that such provision cannot eliminate or limit the liability of a director for (i) breach of his duty or loyalty, (ii) acts or omissions not in good faith or which involve intentional misconduct or knowing violation of law, (iii) payment of a stock dividend or approval of a stock repurchase which was

illegal under Section 174 of the Delaware Law, or (iv) any transaction from which an improper personal benefit was derived. Articles Thirteenth and Fourteenth of the Registrant's Restated Certificate of Incorporation were approved at the Company's annual meeting of stockholders held in May 1987 to provide for limitation of liability of directors, and indemnification of directors, officers and others as follows:

"THIRTEENTH: To the full extent permitted by the General Corporation law of the State of Delaware or any other applicable laws as presently or hereafter in effect, no Director of the Corporation shall be personally liable to the Corporation or its stockholders for or with respect to any acts or omissions in the performance of his or her duties as a Director of the Corporation. No amendment to or repeal of this Article THIRTEENTH shall apply to or have any effect on the liability or alleged liability of any Director of the Corporation for or with respect to any acts or omissions of such Director occurring prior to such amendment."

"FOURTEENTH: Each person who is or was or had agreed to become a Director or officer of the Corporation, or each such person who is or was serving or had agreed to serve at the request of the Board of Directors or an officer of the Corporation as an employee or agent of the Corporation or as a Director, officer, employee or agent of another corporation, partnership, joint venture, trust or other enterprise (including the heirs, executors, administrators or estate of such person), shall be indemnified by the Corporation to the full extent permitted by the General Corporation Law of the State of Delaware or any other applicable laws as presently or hereafter in effect. Without limiting the generality or effect of the foregoing, the Corporation may enter into one or more agreements with any person which provide for indemnification greater or different than that provided in this Article. No amendment to or repeal of this Article FOURTEENTH shall apply to or have any effect on the right to indemnity permitted or authorized hereunder for or with respect to or have any effect on the right to indemnity permitted or authorized hereunder for or with respect to claims asserted before or after such amendment or repeal arising from acts or omissions occurring in whole or in part before the effective date of such amendment or repeal."

Reference is made to Section 145 of the Delaware General Corporation law relating the indemnification of directors and officers of a Delaware corporation.

The Company has entered into Indemnification Agreements with all of the Company's directors except Messrs. Eyton and Marshall and all of the Company's executive officers (the "Indemnitees") to specify the extent to which Indemnitees may receive indemnification under circumstances in which indemnity would not otherwise be provided by the Delaware Law. Pursuant to the Indemnification Agreements, an Indemnitee will be entitled to indemnification as provided by Section 145 of the Delaware Law and to indemnification for any amount which the Indemnitee is or becomes legally obligated to pay relating to or arising out of any claim made against such person because of any act, failure to act or neglect or breach of duty, including any actual or alleged error, misstatement or misleading statement, which such person commits, suffers, permits or acquiesces in

while acting in the Indemnitee's position with the Company. The Indemnification Agreements provide specific procedures for securing indemnification and the Company is required to make payments in connection with any claim against the Indemnitee only to the extent expressly provided by law.

The Company has purchased directors and officers liability insurance which provides for indemnification of directors and officers against certain liabilities.

#### Item 8. Exhibits

- 4.1 Articles of Incorporation of the Company as restated as of November 13, 1989, and currently in effect (filed as Exhibit 3(b) to the Company's Annual Report on Form 10-K for the fiscal year ended December 31, 1989, File No. 1-5222) incorporated herein by reference.
- 4.2 By-laws of the Company (filed as Exhibit 3(d) to the Company's Annual Report on Form 10-K for the fiscal year ended December 31, 1987, File No. 1-5222) incorporated herein by reference.
- 4.3 Rights Agreement dated December 4, 1991 between the Company and Ameritrust Company National Association (filed as Exhibit 2 to Form 8-K of M. A. Hanna Company on December 5, 1991, as amended and as Exhibit 8 to Form 8 of the Company filed on December 24, 1991) incorporated herein by reference.
- 5 Opinion of Counsel
- 23.1 Consent of Ernst & Young
- 23.2 Consent of Counsel (included in Exhibit 5)
- 24 Powers of Attorney
- 99 M. A. Hanna Directors' Deferred Fee Plan

#### Item 9. Undertakings

A. The undersigned Registrant hereby undertakes:

(1) To file during any period in which offers or sales are being made a post-effective amendment to this registration statement: (i) to include any prospectus required by Section 10(a)(3) of the Securities Act of 1933; (ii) to reflect in the prospectus any facts or events arising after the effective date of the registration statement (or the most recent post effective amendment thereof) which, individually or in the aggregate, represent a fundamental change in the information set forth in the registration statement; (iii) to include any material information with respect to the plan of distribution not previously disclosed in the registration statement or any material change to such information in the registration statement; provided, however, the paragraph (A)(1)(i) and (A)(1)(ii) do not apply if the registration statement is on Form S-3 or on

Form S-8, and the information required to be included in a post-effective amendment by those paragraphs is contained in periodic reports filed by the Registrant pursuant to Section 13 or 15(d) of the Securities Exchange Act of 1934 that are incorporated by reference in the registration statement.

(2) That, for the purpose of determining any liability under the Securities Act of 1933, each such post-effective amendment shall be deemed to be a new registration statement relating to the securities offered therein, and the offering of such securities at that time shall be deemed to be the initial bona fide offering thereof.

(3) To remove from registration by means of a post-effective amendment any securities being registered which remain unsold at the termination of the offering.

B. The undersigned Registrant hereby undertakes that, for purposes of determining any liability under the Securities Act of 1933, each filing of the Registrant's annual report pursuant to Section 13(a) or 15(d) of the Securities Exchange Act of 1934 (and, where applicable, each filing of an employee benefit plan's annual report pursuant to Section 15(d) of the Securities Exchange Act of 1934) that is incorporated by reference in the registration statement shall be deemed to be a new registration statement relating to the securities offered therein, and the offering of such securities at that time shall be deemed to be the initial bona fide offering thereof.

C. Insofar as indemnification for liabilities arising under the Securities Act of 1933 may be permitted to directors, officers and controlling persons of the Registrant pursuant to the foregoing provisions, or otherwise, the Registrant has been advised that in the opinion of the Securities Exchange Commission such indemnification is against public policy as expressed in the Act and is, therefore, unenforceable. In the event that a claim for indemnification against such liabilities (other than the payment by the Registrant of expenses incurred or paid by a director, officer or controlling person of the Registrant in the successful defense of any action, suit or proceeding) is asserted by such director, officer or controlling person in connection with the securities being registered, the Registrant will, unless in the opinion of its counsel the matter has been settled by controlling precedent, submit to a court of appropriate jurisdiction the question whether such indemnification by it is against public policy as expressed in the Act and will be governed by the final adjudication of such issue.

#### SIGNATURES

Pursuant to the requirements of the Securities Act of 1933, the Registrant certifies that it has reasonable grounds to believe that it meets all the requirements for filing on Form S-8 and has duly caused this registration statement to be signed, on its behalf by the undersigned, thereunto duly authorized, in the City of Cleveland, State of Ohio on this 11th day of April, 1994.

By: /s/Valerie A. Gentile  
 Valerie A. Gentile  
 Assistant Secretary

Pursuant to the requirements of the Securities Act of 1933, this Registration Statement has been signed below by the following persons in the capacities indicated as of April 11, 1994.

Signatures	Titles	Date
Martin D. Walker* Martin D. Walker	Chairman, Chief Executive Officer (principal executive officer) and Director	
Douglas J. McGregor* Douglas J. McGregor	President, Chief Operating Officer and Director	
/s/Douglas R. Schrank Douglas R. Schrank	Vice President,, Chief Financial Officer (principal financial officer)	
Thomas E. Lindsey* Thomas E. Lindsey	Comptroller (principal accounting officer)	
B. Charles Ames* B. Charles Ames	Director	
Wayne R. Embry* Wayne R. Embry	Director	
J. Trevor Eyton* J. Trevor Eyton	Director	
George D. Kirkham* George D. Kirkham	Director	
Marvin L. Mann* Marvin L. Mann	Director	
Paul M. Marshall* Paul M. Marshall	Director	
Richard W. Pogue* Richard W. Pogue	Director	

\* Valerie A. Gentile, the undersigned attorney-in-fact, by signing her name below, does hereby sign this registration statement on behalf of the above

indicated directors and officers of M. A. Hanna Company (constituting a majority of the directors) pursuant to a power of attorney executed by such persons and filed with the Securities and Exchange Commission contemporaneous herewith.

By: /s/Valerie A. Gentile as attorney-in-fact  
Valerie A. Gentile

#### EXHIBITS

Exhibit Number	Exhibit	Pagination by sequential numbering
4.1	Articles of Incorporation of the Company as restated as of November 13, 1989, and currently in effect (filed as Exhibit 3(b) to the Company's Annual Report on Form 10-K for the fiscal year ended December 31, 1989, File No. 1-5222) incorporated herein by reference.	
4.2	By-laws of the Company (filed as Exhibit 3(d) to the Company's Annual Report on Form 10-K for the fiscal year ended December 31, 1987, File No. 1-5222) incorporated herein by reference.	
4.3	Rights Agreement dated December 4, 1991 between the Company and Ameritrust Company National Association (filed as Exhibit 2 to Form 8-K of M. A. Hanna Company on December 5, 1991, as amended and as Exhibit 8 to Form 8 of the Company filed on December 24, 1991) incorporated herein by reference.	
5	Opinion of Counsel	
23.1	Consent of Ernst & Young	
23.2	Consent of Counsel (included in Exhibit 5)	
24	Powers of Attorney	
99	M. A. Hanna Directors' Deferred Fee Plan	

April 11, 1994

Securities and Exchange Commission  
450 Fifth Street, N.W.  
Washington, D.C. 20549

RE: M. A. Hanna Company  
Directors' Deferred Fee Plan  
Form S-8 Registration Statement

Ladies and Gentlemen:

As Vice President and Secretary and general counsel of M. A. Hanna Company, a Delaware corporation (the "Company"), I am familiar with the proceedings taken, and proposed to be taken, in connection with the Directors' Deferred Fee Plan (the "Plan").

I have examined such documents, records and matters of law as I have deemed necessary for the purposes of this opinion. Based on the foregoing, I am of the opinion that shares of common stock, par value \$1 each, of the Company which may be issued or transferred and delivered pursuant to the Plan will be, when so issued or transferred and delivered in accordance with the Plan, duly authorized, validly issued, fully paid and nonassessable.

I hereby consent to the filing of this opinion as Exhibit 5 to the Registration Statement on Form S-8 filed by the Company to effect the registration of the shares of common stock of the Company subject to the Plan under the Securities Act of 1933.

Very truly yours,

/s/John S. Pyke, Jr.  
Vice President and Secretary

CONSENT OF INDEPENDENT AUDITORS

We consent to the incorporation by reference in the Registration Statement (Form S-8) pertaining to the M. A. Hanna Company Directors' Deferred Fee Plan of our report dated January 31, 1994, with respect to the consolidated financial statements of M. A. Hanna Company and subsidiaries incorporated by reference in its Annual Report (Form 10-K) for the year ended December 31, 1993 and the related financial statement schedules included therein, filed with the Securities and Exchange Commission.

/s/Ernst & Young  
Ernst & Young

Cleveland, Ohio  
April 11, 1994

## M. A. HANNA COMPANY

## Power of Attorney

KNOW ALL MEN BY THESE PRESENTS, that M. A. Hanna Company, a Delaware corporation (the "Company"), which anticipates filing with the Securities and Exchange Commission, Washington, D.C. ("SEC"), under the Securities Act of 1933, as amended ("Act"), a registration statement or registration statements on Form S-8 or other appropriate form with respect to shares of Common Stock, par value \$1.00 per share, of the Company which may be issued or distributed in connection with or allocated to the Directors' Deferred Fee Plan, together with the Units (as defined in the Plan) relating to such shares and each of the undersigned officers and directors of the Company hereby constitutes and appoints Valerie A. Gentile, John S. Pyke, Jr. and Louis Rorimer and each of them (with full power of substitution and resubstitution) his or her true and lawful attorney-in-fact and agent for each of such persons and on his or her behalf and in his or her name, place and stead, in any and all capacities, to sign, execute and file with the SEC such registration statement(s) aforesaid under the Act, including any amendments relating thereto with all exhibits, and any and all documents required to be filed with any federal or state regulatory authority including any state securities regulatory board of commission, pertaining to the securities subject to such registration, granting unto said attorneys, and each of them, full power and authority to do and perform each and every act and thing requisite and necessary to be done in and about the premises in order to effectuate the same as fully to all intents and purposes as each of them might or could do if personally present, hereby ratifying and confirming all that said attorneys-in-fact and agents, or any of them, or any of their substitutes, may do or cause to be done by virtue hereof.

IN WITNESS WHEREOF, the undersigned has hereunto set his hand as of the 31st day of March, 1994.

/s/B. Charles Ames  
B. Charles Ames

M.A. HANNA COMPANY

Power of Attorney

KNOW ALL MEN BY THESE PRESENTS, that M. A. Hanna Company, a Delaware corporation (the "Company"), which anticipates filing with the Securities and Exchange Commission, Washington, D.C. ("SEC"), under the Securities Act of 1933, as amended ("Act"), a registration statement or registration statements on Form S-8 or other appropriate form with respect to shares of Common Stock, par value \$1.00 per share, of the Company which may be issued or distributed in connection with or allocated to the Directors' Deferred Fee Plan, together with the Units (as defined in the Plan) relating to such shares and each of the undersigned officers and directors of the Company hereby constitutes and appoints Valerie A. Gentile, John S. Pyke, Jr. and Louis Rorimer and each of them (with full power of substitution and resubstitution) his or her true and lawful attorney-in-fact and agent for each of such persons and on his or her behalf and in his or her name, place and stead, in any and all capacities, to sign, execute and file with the SEC such registration statement(s) aforesaid under the Act, including any amendments relating thereto with all exhibits, and any and all documents required to be filed with any federal or state regulatory authority including any state securities regulatory board of commission, pertaining to the securities subject to such registration, granting unto said attorneys, and each of them, full power and authority to do and perform each and every act and thing requisite and necessary to be done in and about the premises in order to effectuate the same as fully to all intents and purposes as each of them might or could do if personally present, hereby ratifying and confirming all that said attorneys-in-fact and agents, or any of them, or any of their substitutes, may do or cause to be done by virtue hereof.

IN WITNESS WHEREOF, the undersigned has hereunto set his hand as of the 31st day of March, 1994.

/s/Wayne R. Embry  
Wayne R. Embry

M. A. HANNA COMPANY

Power of Attorney

KNOW ALL MEN BY THESE PRESENTS, that M. A. Hanna Company, a Delaware corporation (the "Company"), which anticipates filing with the Securities and Exchange Commission, Washington, D.C. ("SEC"), under the Securities Act of 1933, as amended ("Act"), a registration statement or registration statements on Form S-8 or other appropriate form with respect to shares of Common Stock, par value \$1.00 per share, of the Company which may be issued or distributed in connection with or allocated to the Directors' Deferred Fee Plan, together

with the Units (as defined in the Plan) relating to such shares and each of the undersigned officers and directors of the Company hereby constitutes and appoints Valerie A. Gentile, John S. Pyke, Jr. and Louis Rorimer and each of them (with full power of substitution and resubstitution) his or her true and lawful attorney-in-fact and agent for each of such persons and on his or her behalf and in his or her name, place and stead, in any and all capacities, to sign, execute and file with the SEC such registration statement(s) aforesaid under the Act, including any amendments relating thereto with all exhibits, and any and all documents required to be filed with any federal or state regulatory authority including any state securities regulatory board of commission, pertaining to the securities subject to such registration, granting unto said attorneys, and each of them, full power and authority to do and perform each and every act and thing requisite and necessary to be done in and about the premises in order to effectuate the same as fully to all intents and purposes as each of them might or could do if personally present, hereby ratifying and confirming all that said attorneys-in-fact and agents, or any of them, or any of their substitutes, may do or cause to be done by virtue hereof.

IN WITNESS WHEREOF, the undersigned has hereunto set his hand as of the 31st day of March, 1994.

/s/J. Trevor Eyton  
J. Trevor Eyton

M. A. HANNA COMPANY

Power of Attorney

KNOW ALL MEN BY THESE PRESENTS, that M. A. Hanna Company, a Delaware corporation (the "Company"), which anticipates filing with the Securities and Exchange Commission, Washington, D.C. ("SEC"), under the Securities Act of 1933, as amended ("Act"), a registration statement or registration statements on Form S-8 or other appropriate form with respect to shares of Common Stock, par value \$1.00 per share, of the Company which may be issued or distributed in connection with or allocated to the Directors' Deferred Fee Plan, together with the Units (as defined in the Plan) relating to such shares and each of the undersigned officers and directors of the Company hereby constitutes and appoints Valerie A. Gentile, John S. Pyke, Jr. and Louis Rorimer and each of them (with full power of substitution and resubstitution) his or her true and lawful attorney-in-fact and agent for each of such persons and on his or her behalf and in his or her name, place and stead, in any and all capacities, to sign, execute and file with the SEC such registration statement(s) aforesaid under the Act, including any amendments relating thereto with all exhibits, and any and all documents required to be filed with any federal or state

regulatory authority including any state securities regulatory board of commission, pertaining to the securities subject to such registration, granting unto said attorneys, and each of them, full power and authority to do and perform each and every act and thing requisite and necessary to be done in and about the premises in order to effectuate the same as fully to all intents and purposes as each of them might or could do if personally present, hereby ratifying and confirming all that said attorneys-in-fact and agents, or any of them, or any of their substitutes, may do or cause to be done by virtue hereof.

IN WITNESS WHEREOF, the undersigned has hereunto set his hand as of the 31st day of March, 1994.

/s/George D. Kirkham  
George D. Kirkham

M. A. HANNA COMPANY

Power of Attorney

KNOW ALL MEN BY THESE PRESENTS, that M. A. Hanna Company, a Delaware corporation (the "Company"), which anticipates filing with the Securities and Exchange Commission, Washington, D.C. ("SEC"), under the Securities Act of 1933, as amended ("Act"), a registration statement or registration statements on Form S-8 or other appropriate form with respect to shares of Common Stock, par value \$1.00 per share, of the Company which may be issued or distributed in connection with or allocated to the Directors' Deferred Fee Plan, together with the Units (as defined in the Plan) relating to such shares and each of the undersigned officers and directors of the Company hereby constitutes and appoints Valerie A. Gentile, John S. Pyke, Jr. and Louis Rorimer and each of them (with full power of substitution and resubstitution) his or her true and lawful attorney-in-fact and agent for each of such persons and on his or her behalf and in his or her name, place and stead, in any and all capacities, to sign, execute and file with the SEC such registration statement(s) aforesaid under the Act, including any amendments relating thereto with all exhibits, and any and all documents required to be filed with any federal or state regulatory authority including any state securities regulatory board of commission, pertaining to the securities subject to such registration, granting unto said attorneys, and each of them, full power and authority to do and perform each and every act and thing requisite and necessary to be done in and about the premises in order to effectuate the same as fully to all intents and purposes as each of them might or could do if personally present, hereby ratifying and confirming all that said attorneys-in-fact and agents, or any of them, or any of their substitutes, may do or cause to be done by virtue hereof.

IN WITNESS WHEREOF, the undersigned has hereunto set his hand as of the 31st day of March, 1994.

/s/Marvin L. Mann  
Marvin L. Mann

M. A. HANNA COMPANY

Power of Attorney

KNOW ALL MEN BY THESE PRESENTS, that M. A. Hanna Company, a Delaware corporation (the "Company"), which anticipates filing with the Securities and Exchange Commission, Washington, D.C. ("SEC"), under the Securities Act of 1933, as amended ("Act"), a registration statement or registration statements on Form S-8 or other appropriate form with respect to shares of Common Stock, par value \$1.00 per share, of the Company which may be issued or distributed in connection with or allocated to the Directors' Deferred Fee Plan, together with the Units (as defined in the Plan) relating to such shares and each of the undersigned officers and directors of the Company hereby constitutes and appoints Valerie A. Gentile, John S. Pyke, Jr. and Louis Rorimer and each of them (with full power of substitution and resubstitution) his or her true and lawful attorney-in-fact and agent for each of such persons and on his or her behalf and in his or her name, place and stead, in any and all capacities, to sign, execute and file with the SEC such registration statement(s) aforesaid under the Act, including any amendments relating thereto with all exhibits, and any and all documents required to be filed with any federal or state regulatory authority including any state securities regulatory board of commission, pertaining to the securities subject to such registration, granting unto said attorneys, and each of them, full power and authority to do and perform each and every act and thing requisite and necessary to be done in and about the premises in order to effectuate the same as fully to all intents and purposes as each of them might or could do if personally present, hereby ratifying and confirming all that said attorneys-in-fact and agents, or any of them, or any of their substitutes, may do or cause to be done by virtue hereof.

IN WITNESS WHEREOF, the undersigned has hereunto set his hand as of the 31st day of March, 1994.

/s/Paul M. Marshall

M. A. HANNA COMPANY

Power of Attorney

KNOW ALL MEN BY THESE PRESENTS, that M. A. Hanna Company, a Delaware corporation (the "Company"), which anticipates filing with the Securities and Exchange Commission, Washington, D.C. ("SEC"), under the Securities Act of 1933, as amended ("Act"), a registration statement or registration statements on Form S-8 or other appropriate form with respect to shares of Common Stock, par value \$1.00 per share, of the Company which may be issued or distributed in connection with or allocated to the Directors' Deferred Fee Plan, together with the Units (as defined in the Plan) relating to such shares and each of the undersigned officers and directors of the Company hereby constitutes and appoints Valerie A. Gentile, John S. Pyke, Jr. and Louis Rorimer and each of them (with full power of substitution and resubstitution) his or her true and lawful attorney-in-fact and agent for each of such persons and on his or her behalf and in his or her name, place and stead, in any and all capacities, to sign, execute and file with the SEC such registration statement(s) aforesaid under the Act, including any amendments relating thereto with all exhibits, and any and all documents required to be filed with any federal or state regulatory authority including any state securities regulatory board of commission, pertaining to the securities subject to such registration, granting unto said attorneys, and each of them, full power and authority to do and perform each and every act and thing requisite and necessary to be done in and about the premises in order to effectuate the same as fully to all intents and purposes as each of them might or could do if personally present, hereby ratifying and confirming all that said attorneys-in-fact and agents, or any of them, or any of their substitutes, may do or cause to be done by virtue hereof.

IN WITNESS WHEREOF, the undersigned has hereunto set his hand as of the 31st day of March, 1994.

/s/Douglas J. McGregor  
Douglas J. McGregor

M. A. HANNA COMPANY

Power of Attorney

KNOW ALL MEN BY THESE PRESENTS, that M. A. Hanna Company, a Delaware

corporation (the "Company"), which anticipates filing with the Securities and Exchange Commission, Washington, D.C. ("SEC"), under the Securities Act of 1933, as amended ("Act"), a registration statement or registration statements on Form S-8 or other appropriate form with respect to shares of Common Stock, par value \$1.00 per share, of the Company which may be issued or distributed in connection with or allocated to the Directors' Deferred Fee Plan, together with the Units (as defined in the Plan) relating to such shares and each of the undersigned officers and directors of the Company hereby constitutes and appoints Valerie A. Gentile, John S. Pyke, Jr. and Louis Rorimer and each of them (with full power of substitution and resubstitution) his or her true and lawful attorney-in-fact and agent for each of such persons and on his or her behalf and in his or her name, place and stead, in any and all capacities, to sign, execute and file with the SEC such registration statement(s) aforesaid under the Act, including any amendments relating thereto with all exhibits, and any and all documents required to be filed with any federal or state regulatory authority including any state securities regulatory board of commission, pertaining to the securities subject to such registration, granting unto said attorneys, and each of them, full power and authority to do and perform each and every act and thing requisite and necessary to be done in and about the premises in order to effectuate the same as fully to all intents and purposes as each of them might or could do if personally present, hereby ratifying and confirming all that said attorneys-in-fact and agents, or any of them, or any of their substitutes, may do or cause to be done by virtue hereof.

IN WITNESS WHEREOF, the undersigned has hereunto set his hand as of the 31st day of March, 1994.

/s/Richard W. Pogue  
Richard W. Pogue

M. A. HANNA COMPANY

Power of Attorney

KNOW ALL MEN BY THESE PRESENTS, that M. A. Hanna Company, a Delaware corporation (the "Company"), which anticipates filing with the Securities and Exchange Commission, Washington, D.C. ("SEC"), under the Securities Act of 1933, as amended ("Act"), a registration statement or registration statements on Form S-8 or other appropriate form with respect to shares of Common Stock, par value \$1.00 per share, of the Company which may be issued or distributed in connection with or allocated to the Directors' Deferred Fee Plan, together with the Units (as defined in the Plan) relating to such shares and each of the undersigned officers and directors of the Company hereby constitutes and appoints Valerie A. Gentile, John S. Pyke, Jr. and Louis Rorimer and each of

them (with full power of substitution and resubstitution) his or her true and lawful attorney-in-fact and agent for each of such persons and on his or her behalf and in his or her name, place and stead, in any and all capacities, to sign, execute and file with the SEC such registration statement(s) aforesaid under the Act, including any amendments relating thereto with all exhibits, and any and all documents required to be filed with any federal or state regulatory authority including any state securities regulatory board of commission, pertaining to the securities subject to such registration, granting unto said attorneys, and each of them, full power and authority to do and perform each and every act and thing requisite and necessary to be done in and about the premises in order to effectuate the same as fully to all intents and purposes as each of them might or could do if personally present, hereby ratifying and confirming all that said attorneys-in-fact and agents, or any of them, or any of their substitutes, may do or cause to be done by virtue hereof.

IN WITNESS WHEREOF, the undersigned has hereunto set his hand as of the 31st day of March, 1994.

/s/Martin D. Walker  
Martin D. Walker

M. A. HANNA COMPANY

Power of Attorney

KNOW ALL MEN BY THESE PRESENTS, that M. A. Hanna Company, a Delaware corporation (the "Company"), which anticipates filing with the Securities and Exchange Commission, Washington, D.C. ("SEC"), under the Securities Act of 1933, as amended ("Act"), a registration statement or registration statements on Form S-8 or other appropriate form with respect to shares of Common Stock, par value \$1.00 per share, of the Company which may be issued or distributed in connection with or allocated to the Directors' Deferred Fee Plan, together with the Units (as defined in the Plan) relating to such shares and each of the undersigned officers and directors of the Company hereby constitutes and appoints Valerie A. Gentile, John S. Pyke, Jr. and Louis Rorimer and each of them (with full power of substitution and resubstitution) his or her true and lawful attorney-in-fact and agent for each of such persons and on his or her behalf and in his or her name, place and stead, in any and all capacities, to sign, execute and file with the SEC such registration statement(s) aforesaid under the Act, including any amendments relating thereto with all exhibits, and any and all documents required to be filed with any federal or state regulatory authority including any state securities regulatory board of commission, pertaining to the securities subject to such registration, granting unto said attorneys, and each of them, full power and authority to do

and perform each and every act and thing requisite and necessary to be done in and about the premises in order to effectuate the same as fully to all intents and purposes as each of them might or could do if personally present, hereby ratifying and confirming all that said attorneys-in-fact and agents, or any of them, or any of their substitutes, may do or cause to be done by virtue hereof.

IN WITNESS WHEREOF, the undersigned has hereunto set his hand as of the 11th day of April, 1994.

/s/Thomas E. Lindsey  
Thomas E. Lindsey

M. A. HANNA COMPANY

DIRECTORS' DEFERRED FEE PLAN

ARTICLE I

PURPOSE

The purpose of the M. A. Hanna Company Directors' Deferred Fee Plan (the "Plan") is to provide benefits upon termination of service or death for Directors of M. A. Hanna Company or their beneficiaries. It is intended that the Plan will assist in attracting and retaining qualified individuals to serve as Directors.

ARTICLE II

DEFINITIONS

For the purposes of the Plan, the following words and phrases shall have the meanings indicated:

2.1 Beneficiary. Beneficiary means the person or persons designated or deemed to be designated by the Participant pursuant to Article VII to receive benefits payable under the Plan in the event of the Participant's death.

2.2 Board. Board means the Board of Directors of the Company.

2.3 Committee. Committee has the meaning set forth in Section 8.1 hereof.

2.4 Common Stock. Common Stock means the Company's common stock, par value \$1 per share, or such other security as may at the applicable time be represented by the Units.

2.5 Company. Company means M. A. Hanna Company, a Delaware corporation, and any successor thereto.

2.6 Declared Rate. Declared Rate means the interest rate payable on 1-year U.S. Treasury Bills issued on the specified

date or, if not then issued, on the next date of issue, or such other rate as may from time to time be established by the Committee; provided, however, that in no event shall the Declared Rate be more than [5] percent higher than the rate payable on such Bills.

2.7 Deferral Benefit. Deferral Benefit means the benefit payable to a Participant or his or her Beneficiary pursuant to Article VI hereof.

2.8 Deferred Benefit Account. Deferred Benefit Account means the account maintained on the books of the Company for each Participant pursuant to Article V hereof.

2.9 Director. Director means a member of the Board.

2.10 Emergency Benefit. Emergency Benefit has the meaning set forth in Section 6.2 hereof.

2.11 Fee. Fee or Fees means any compensation payable in cash to a Director for his or her services as a member of the Board or any Committee thereof.

2.12 Market Value. Market Value means the average of the highest and lowest sales prices of the Common Stock on the New York Stock Exchange on the specified date (or, if Common Stock was not traded on such date, on the next preceding date on which it was traded) as reported in The Wall Street Journal.

2.13 Participant. Participant means any eligible Director who elects to participate by filing a Participation Agreement as provided in Section 3.2 hereof.

2.14 Participation Agreement. Participation Agreement means the agreement filed by a Participant, in the form prescribed by the Committee, pursuant to Section 3.2 hereof.

2.15 Plan Year. Plan Year means a 12-month period commencing January 1 and ending the following December 31, except that the first Plan Year shall commence May 4, 1994 and end December 31, 1994.

2.16 Rule 16b-3. Rule 16b-3 means Rule 16b-3 under the Securities Exchange Act of 1934 or any successor rule.

2.17 Unit. Unit means an accounting unit equal in value to one share of Common Stock. The maximum number of Units that may be allocated to the Deferred Benefit Accounts of all Participants under the Plan in the aggregate shall be 100,000 Units. Such maximum number and the number of Units included in any Deferred Benefit Account shall be adjusted as appropriate to

reflect any stock dividend, stock split, recapitalization, merger or other similar event affecting the Common Stock.

### ARTICLE III

#### ELIGIBILITY AND PARTICIPATION

3.1 Eligibility. Eligibility to participate in the Plan is limited to those Directors who are not employees of the Company or any of its subsidiaries.

3.2 Participation. Participation in the Plan shall be limited to eligible Directors who elect to participate in the Plan by filing a Participation Agreement with the Committee. A properly completed and executed Participation Agreement must be filed on or prior to the December 31 immediately preceding the Plan Year in which the Participant's participation in the Plan will commence, and the election to participate shall be effective on the first day of the Plan Year following receipt by the Company of the Participation Agreement; provided, however, that, in the case of the first Plan Year, such a Participation Agreement must be filed by April 1, 1994 and shall be effective as of the first day of the first Plan Year. In the event that a Director first becomes eligible to participate during the course of a Plan Year, such Participation Agreement must be filed no later than 30 days following election or appointment to the Board, and such Participation Agreement shall be effective only with regard to Fees earned or payable following the filing of the Participation Agreement with the Committee.

3.3 Termination of Participation. A Participant may elect to terminate his or her participation in the Plan by filing a written notice thereof with the Committee, which termination shall be effective at any time specified by the Participant in the notice, but not earlier than the first day of the Plan Year immediately succeeding the Plan Year in which such notice is filed with the Committee. Amounts credited to such Participant's Deferred Benefit Account with respect to periods prior to the effective date of such termination shall continue to be payable pursuant to, and otherwise governed by, the terms of the Plan.

### ARTICLE IV

#### DEFERRAL OF FEES

4.1 Deferral. A Participant may elect to defer all, or a specified percentage, of his or her Fees, and a Participant may elect to have his or her deferred Fees credited to his Deferred Benefit Account either in dollar amounts or Units. A Participant

may not change the percentage of his or her Fees to be deferred, or the form in which Fees are to be credited.

4.2 Crediting of Deferred Fees. Deferred Fees that a Participant elects to have credited in dollar amounts shall be credited to the Participant's Deferred Benefit Account as they become payable to the Director. Deferred Fees payable to a Director during a Plan Year that a Participant elects to have credited in Units shall be credited to the Participant's Deferred Benefit Account annually after the end of such Plan Year on the basis of the average of the Market Values of the Common Stock on the last trading day in each calendar month during such Plan Year.

## ARTICLE V

### DEFERRED BENEFIT ACCOUNT

5.1 Determination of Account. On any particular date, a Participant's Deferred Benefit Account shall consist of the aggregate amount of dollars and Units credited thereto pursuant to Section 4.2 hereof, plus any interest credited pursuant to Section 5.2 hereof, plus any dividend equivalents credited pursuant to Section 5.3 hereof, minus the aggregate amount of distributions, if any, made from such Deferred Benefit Account.

5.2 Crediting of Interest. As of the last day of each Plan Year, each Deferred Benefit Account to which Fees have been credited in dollar amounts shall be increased by the amount of interest earned during the Plan Year. Interest shall be credited at the Declared Rate as of the last day of the Plan Year based on the average daily balance of the Participant's Deferred Benefit Account since the beginning of the Plan Year, but after the Deferred Benefit Account has been adjusted for any contributions or distributions to be credited or deducted for such period. Interest for the first Plan Year applicable to a Deferred Benefit Account shall be prorated. Until a Participant or his or her Beneficiary receives his or her entire Deferred Benefit Account, the unpaid balance thereof credited in dollar amounts shall bear interest as provided in this Section 5.2.

5.3 Crediting of Dividend Equivalents. Each Deferred Benefit Account to which Fees have been credited in Units shall be credited annually after the end of each Plan Year with additional Units equal in value to the amount of cash dividends paid by the Company during such Plan Year on Common Stock equivalent to the average daily balance of Units in such Deferred Benefit Account during such Plan Year. Such dividend equivalents shall be valued on the basis of the average Market Value computed pursuant to Section 4.2 hereof. Until a Participant or his or her Beneficiary receives his or her entire Deferred Benefit Account, the unpaid

balance thereof credited in Units shall earn dividend equivalents as provided in this Section 5.3.

5.4 Statement of Accounts. The Committee shall provide to each Participant, within 120 days after the close of each Plan Year, a statement setting forth the balance of such Participant's Deferred Benefit Account as of the last day of the preceding Plan Year and showing all adjustments made thereto during such Plan Year.

5.5 Vesting of Deferred Benefit Account. A Participant shall be 100 percent vested in his or her Deferred Benefit Account at all times.

## ARTICLE VI

### PAYMENT OF BENEFITS

6.1 Termination of Service as a Director or Death. Upon (i) the termination of service of the Participant as a Director of the Company, for any reason, or (ii) if the Participant shall so elect, only upon his or her death, the Company shall pay to the Participant or his Beneficiary, as the case may be, a Deferral Benefit equal to the balance of his or her Deferred Benefit Account, less any amounts previously distributed.

6.2 Emergency Benefit. In the event that the Committee, upon written petition of a Participant, determines, in its sole discretion, that the Participant has suffered an unforeseeable financial emergency, the Company shall pay to the Participant, as soon as practicable following such determination, an amount in cash necessary to meet the emergency (the "Emergency Benefit"), but not exceeding the balance of such Participant's Deferred Benefit Account as of the date of such payment. For purposes of this Section 6.2, an "unforeseeable financial emergency" shall mean a severe financial hardship to the Participant resulting from a sudden and unexpected illness or accident of the Participant or of a dependent of the Participant, loss of the Participant's property due to a casualty, or other similar extraordinary and unforeseeable circumstances arising as a result of events beyond the control of the Participant. Cash needs arising from foreseeable events such as the purchase of a house or education expenses for children shall not be considered to be the result of an unforeseeable financial emergency. The amount of the Deferral Benefit otherwise payable under the Plan to such Participant shall be adjusted to reflect the early payment of the Emergency Benefit. For purposes of this Section 6.2, Deferred Benefit Accounts including Units shall be valued on the basis of the Market Value of the Common Stock on the date preceding the date of payment of an Emergency Benefit.

6.3 Form of Payment. Amounts credited to the Deferred Benefit Account of a Participant in dollars shall be paid in cash, and amounts credited in Units shall be paid in full shares of Common Stock (with any fractional share to be paid in cash based on the then current Market Value). The Deferral Benefit shall be paid in one of the following forms, as elected by the Participant in his or her Participation Agreement:

(a) Equal annual installments over a period of [5] years (together, in the case of deferred compensation credited in dollar amounts, with interest thereon credited after the payment commencement date pursuant to Section 5.2 hereof).

(b) A lump sum.

(c) A combination of (a) and (b) above. The Participant shall designate the percentage payable under each option.

For the purposes of this Section 6.3, each distribution of Common Stock from Deferred Benefit Accounts including Units shall be made on the basis of one share of Common Stock for each Unit.

6.4 Commencement of Payments. Commencement of payments under Section 6.1 hereof shall begin within 60 days following receipt of notice by the Committee of an event which entitles a Participant (or a Beneficiary) to payments under the Plan, or at such earlier date as may be determined by the Committee; provided, however, that payments to be made to a former Director in Common Stock during his or her lifetime shall not commence until 6 months after he or she has ceased to be a Director.

## ARTICLE VII

### BENEFICIARY DESIGNATION

7.1 Beneficiary Designation. Each Participant shall have the right, at any time, to designate any person or persons as his Beneficiary to whom payment under the Plan shall be made in the event of his or her death prior to complete distribution to the Participant of his or her Deferral Benefit. Any Beneficiary designation shall be made in a written instrument filed with the Committee and shall be effective only when received in writing by the Committee.

7.2 Amendments. Any Beneficiary designation may be changed by a Participant by the filing of a new Beneficiary designation, which will cancel all Beneficiary designations

previously filed.

7.3 No Designation. If a Participant fails to designate a Beneficiary as provided above, or if all designated Beneficiaries predecease the Participant, then the Participant's designated Beneficiary shall be deemed to be the Participant's estate.

7.4 Effect of Payment. Payment to a Participant's Beneficiary (or, upon the death of a Beneficiary, to his or her estate) shall completely discharge the Company's obligations under the Plan.

## ARTICLE VIII

### ADMINISTRATION

8.1 Committee; Duties. The administrative committee for the Plan (the "Committee") shall consist of the Chairman of the Board (provided he is not a nonemployee Director) and two Company officers or Directors who are not nonemployee Directors who shall be appointed by the Chairman of the Board. The Committee shall supervise the administration of the Plan, may from time to time adopt procedures governing the Plan and shall have authority to give interpretive rulings with respect to the Plan.

8.2 Agents. The Committee may appoint an individual, who may be an employee of the Company, to be the Committee's agent with respect to the day-to-day administration of the Plan. In addition, the Committee may, from time to time, employ other agents and delegate to them such administrative duties as it sees fit, and may from time to time consult with counsel who may be counsel to the Company.

8.3 Binding Effect of Decisions. Any decision or action of the Committee with respect to any question arising out of or in connection with the administration, interpretation and application of the Plan shall be final and binding upon all persons having any interest in the Plan.

8.4 Indemnity of Committee. The Company shall indemnify the members of the Committee against claims, loss, damage, expense and liability arising from any action or failure to act with respect to the Plan to the extent provided in the Regulations of the Company and any applicable indemnification agreement between the Company and such member.

## ARTICLE IX

## AMENDMENT AND TERMINATION OF PLAN

The Board may at any time amend, suspend, terminate or reinstate any or all of the provisions of the Plan, except that no such amendment, suspension or termination may adversely affect any Participant's Deferred Benefit Account as it existed as of the effective date of such amendment, suspension or termination without such Participant's consent. No amendment shall become effective without approval by all Participants if such amendment would cause transactions under the Plan to cease to be exempt under Rule 16b-3.

### ARTICLE X

#### MISCELLANEOUS

10.1 Funding. Neither Participants, nor their Beneficiaries, nor their heirs, successors or assigns, shall have any secured interest or claim in any property or assets of the Company. The Company's obligation under the Plan shall be merely that of an unfunded and unsecured promise of the Company to pay money in the future. It is the intention of the Company that the Plan be unfunded for tax purposes and for purposes of Title I of ERISA. The Company may create a trust to hold funds, Common Stock or other securities to be used in payment of its obligations under the Plan, and may fund such trust; provided, however, that any funds contained therein shall remain liable for the claims of the Company's general creditors.

10.2 Non-assignability. No right or interest under the Plan of a Participant or his or her Beneficiary (or any person claiming through or under any of them), shall be (i) assignable or transferable in any manner, (ii) subject to alienation, anticipation, sale, pledge, encumbrance, attachment, garnishment or other legal powers or (iii) in any manner liable for or subject to the debts or liabilities of the Participant or Beneficiary. If any Participant or Beneficiary (other than the surviving spouse of any deceased Participant) shall attempt to or shall transfer, assign, alienate, anticipate, sell, pledge or otherwise encumber his or her benefits hereunder or any part thereof, or if by reason of his or her bankruptcy or other event happening at any time such benefits would devolve upon anyone else or would not be enjoyed by him or her, then the Committee, in its discretion, may terminate his or her interest in any such benefit to the extent the Committee considers necessary or advisable to prevent or limit the effects of such occurrence. Termination shall be effected by

filing a written "termination declaration" with the Secretary of the Company and making reasonable efforts to deliver a copy to the Participant or Beneficiary whose interest is adversely affected (the "Terminated Participant").

As long as the Terminated Participant is alive, any benefits affected by the termination shall be retained by the Company and, in the Committee's sole and absolute judgment, may be paid to or expended for the benefit of the Terminated Participant, his or her spouse, his or her children or any other person or persons in fact dependent upon him or her in such a manner as the Committee shall deem proper. Upon the death of the Terminated Participant, all benefits withheld from him or her and not paid to others in accordance with the preceding sentence shall be disposed of according to the provisions of the Plan that would apply if he or she died prior to the time that all benefits to which he or she was entitled were paid to him or her.

10.3 Captions. The captions contained herein are for convenience only and shall not control or affect the meaning or construction hereof.

10.4 Governing Law. The provisions of the Plan shall be construed and interpreted according to the internal substantive laws of the State of Ohio.

10.5 Successors. The provisions of the Plan shall bind and inure to the benefit of the Company and its successors and assigns. The term successors as used herein shall include any corporate or other business entity which shall, whether by merger, consolidation, purchase or otherwise, acquire all or substantially all of the business and assets of the Company and successors of any such corporation or other business entity.

10.6 Effective Date. The Plan shall be effective on the first day of the first Plan Year, subject to approval by the shareholders of the Company.

10.7 Right to Continued Service. Nothing contained herein shall be construed to confer upon any Director the right to continue to serve as a Director of the Company or in any other capacity.

10.8 Rule 16b-3. This Plan is intended to comply with Rule 16b-3 as in effect prior to May 1, 1991. If at any time Rule 16b-3 as promulgated on February 8, 1991 or at any later date shall become applicable to the Plan, (a) if necessary for acquisition of Units under the Plan to continue to be exempt under Rule 16b-3, no election to have Deferred Fees credited in Units shall become effective pursuant to Section 4.2 hereof until 6 months after such election is made and (b) the Committee may make

such other changes in the terms or operation of the Plan as may then be necessary or appropriate to comply with such Rule, including, without limitation, by eliminating any restriction originally included in the Plan to comply with Rule 16b-3 that may no longer be required.

6.1 Termination of Service as a Director or Death.

Upon (i) the termination of service of the Participant as a Director of the Company, for any reason, or (ii) if the Participant shall so elect, only upon his or her death, the Company shall pay to the Participant or his Beneficiary, as the case may be, a Deferral Benefit equal to the balance of his or her Deferred Benefit Account, less any amounts previously distributed.