PLAINTIFF'S EXHIBIT GP-297

AGREEMENT

Agreement made as of this 28th day of April, 1984, between GEORGIA-PACIFIC CORPORATION, a corporation organized under the laws of the state of Georgia, with its principal place of business at 133 Peachtree Street, N.E., Atlanta, Georgia 30303 (hereinafter referred to as "Seller"), and GEORGIA-PACIFIC CHEMICALS, INC., a corporation organized under the laws of the state of Delaware, with its principal place of business at 133 Peachtree Street, N.E., Atlanta, Georgia 30303, (hereinafter referred to as "Buyer").

In consideration for the mutual obligations set forth herein, the parties hereby agree as follows:

SECTION I

TRANSFER OF ASSETS

Seller hereby sells, conveys, transfers, assigns, and delivers to Buyer the assets listed below (hereinafter collectively referred to as the "Transferred Assets"):

a. All of Seller's right, title and interest in and to certain real property and leaseholds used in connection with the operation of the chemical business of Seller, including the plants, offices, storage facilities, and vehicle parking and maintenance areas, associated with such real property and leaseholds (hereinafter referred to as "Transferred Plants"), all as more particularly described in Exhibit A.

b. All of the inventories owned by Seller and used in connection with its operation of the chemical business at the Transferred Plants as of the date hereof, including raw materials, work in progress, finished goods, spare parts, stores and supplies, on hand at Transferred Plants, in outside warehouses, or in transit.

c. All customer lists, market surveys and reports, computer software and other intangible assets owned by Seller and used in connection with its operation of the chemical business of the Transferred Plants as of the date hereof.

d. All equipment, (including office equipment and personalty, located at sales and administrative offices and laboratories) machinery and other tangible personal property owned or leased by Seller and used in connection with its operation of the chemical business at the Transferred Plants as of the date hereof.

e. All railroad rolling stock, barges, trucks and other transportation equipment or vehicles, owned or leased by Seller and used in conjunction with the transportation of products or in some other capacity pertaining to its operation of the chemical business at the Transferred Plants as of the date hereof.

f. All of Seller's rights and obligations under the contracts, agreements, leases, permits and licenses pertaining to its operation of the chemical business at the Transferred Plants as of the date hereof.

g. All of Seller's rights, on a non-exclusive basis, in and to Seller's technical data pertaining to its operation of the chemical business at the Transferred Plants as of the date hereof, including technology licenses, know-how, patents, patent applications, trademarks, trade names and pending registrations therefor, together with the goodwill of Seller's business symbolized by said trademark and trade names, trade secret information, engineering and design studies, laboratory progress, and research and development reports; it being understood and agreed that nothing contained herein is intended to, nor shall it constitute, a sale, transfer, assignment, license or right to use the trade name or trademark "Georgia-Pacific", or the logo "GP" or any design associated therewith, without the prior written consent of Seller.

h. All accounts receivable of Seller pertaining to its operation of the chemical business of the Transferred Plants, as more specifically reflected on the books and records of Seller as of the date hereof, it being understood and agreed that the collectability of said accounts receivable are not being guaranteed or warranted in any manner whatsoever.

i. Working capital of Seller pertaining to its operation of the chemical business of the Transferred Plants, as more specifically reflected on the books and records of Seller as of the date hereof.

To the extent that the sale, conveyance, transfer or assignment of any of the Transferred Assets requires the consent, approval or agreement of any third person, firm, corporation, or local, state, Federal or other governmental authority, it is understood and agreed that this Agreement shall not transfer to or vest in Buyer any right in or title to such Transferred Assets until such time as the required consent, approval or agreement is obtained.

SECTION II

ISSUANCE OF STOCK

In consideration for the sale, conveyance, transfer, assignment and delivery of the Transferred Assets, and in further consideration of the sum of Two Million Five Hundred Thousand Dollars ($2,500,000), the receipt of which is hereby acknowledged by Buyer, Buyer hereby issues and delivers to Seller one certificate registered in the name of Seller representing 25,000 shares of capital stock of Buyer, which capital stock is more particularly described in Section V hereof.

SECTION III

ASSUMPTION OF LIABILITIES

In further consideration for such sale, conveyance, transfer, assignment and delivery, Buyer hereby assumes and agrees to discharge, and indemnify Seller against, all debts, obligations (including obligations under contracts) and liabilities relating to the

Transferred Assets arising out of or resulting from the ownership or use of the Transferred Assets, the operation of the Transferred Plants, or the acts or omissions of Buyer, after the date hereof. Seller hereby assumes and agrees to discharge, and indemnify Buyer against, all debts, obligations (including obligations under contracts) and liabilities relating to the Transferred Assets arising out of or resulting from the ownership or use of the Transferred Assets, the operation of the Transferred Plants, or the acts or omissions of Seller, prior to the date hereof, except those obligations with respect to which Buyer hereby specifically assumes, as set forth in Exhibit B. Buyer does not, however, assume responsibility for 1) any income tax or other tax arising out of this transfer or 2) liabilities incurred by Seller as a result of transactions that it may enter into in violation of the terms of this Agreement.

SECTION IV

SELLER'S REPRESENTATIONS AND WARRANTIES

Seller represents and warrants that:

a. Seller is a corporation duly organized and existing under the laws of the State of Georgia and has the requisite corporate power to enter into and perform the provisions of this Agreement. The signers of this Agreement on behalf of the Seller are duly authorized to execute this Agreement and no further corporate action is necessary for such execution.

b. There has been no damage, destruction or loss materially and adversely affecting the Transferred Assets.

c. Seller has good and marketable title to all of the Transferred Assets, free of all restrictions on transfer or assignment and of all encumbrances and liens except (1) matters of record which would be disclosed by an examination of title to the Transferred Assets (2) minor exceptions not in the aggregate material, and (3) such imperfections of title, encumbrances and liens as do not materially detract from or interfere with the present use of the Transferred

Assets subject thereto or affected thereby, or otherwise materially impair present business operations.

SECTION V

BUYER'S REPRESENTATIONS AND WARRANTIES

Buyer represents and warrants to Seller that:

a. Buyer is a corporation duly organized and existing under the laws of the State of Delaware and has the requisite corporate power to enter into and perform the provisions of this Agreement. The signers of this Agreement on behalf of the Buyer are duly authorized to execute this Agreement by its Board of Directors and no further corporate action is necessary for such execution.

b. The authorized capital stock of the Buyer is, as of the date hereof, fifty thousand shares of common stock, par value $100.00 per share, of which no shares are, as of the date hereof, issued and outstanding, except for the shares which are being issued to Seller pursuant to Section II hereof.

SECTION VI

CONDITIONS SUBSEQUENT TO OBLIGATIONS OF SELLER

Seller hereby covenants and agrees that it will do, execute, acknolwedge and deliver, or will cause to be done, executed, and delivered, to Buyer such and all further acts, transfers, assignments, deeds, powers and assurances of title, and additional papers and instruments, and do or cause to be done all acts or things as often as may be proper or necessary for better assuring, conveying, transferring and assigning all of the Transferred Assets hereby conveyed, transferred and assigned, and effectively to carry out the intent hereof, and to vest in Buyer the entire right, title and interest of Seller in and to all of the Transferred Assets.

SECTION VII

EXPENSES

Each party shall pay its own expenses, taxes, and other costs incident or resulting from this Agreement.

SECTION VIII

ENTIRE AGREEMENT

This instrument and the Exhibits attached hereto contain the entire agreement between the parties with respect to the transaction contemplated hereby. It may be executed in one or more counterparts, each of which shall be deemed an original, but all of which together shall constitute one and the same instrument.

SECTION IX

CONTROLLING LAW

The validity, interpretation, and performance of this Agreement shall be controlled by and construed under the laws of the State of Georgia.

SECTION X

EFFECT OF AGREEMENT

This Agreement shall be binding on and in order to the benefit of the parties and their legal representatives, successors, and assigns.

The parties have caused this Agreement to be executed by their respective officers, and have caused their respective corporate seals to be affixed, on the date first written above.

GEORGIA-PACIFIC CORPORATION

By: [illegible] BVG

Title: Chairman, President and Chief Executive Officer

Attest: [illegible]

Title: Secretary

GEORGIA-PACIFIC CHEMICALS, INC.

By: [illegible]

Title: [illegible] Finance

Attest: [illegible]

Title: ASSISTANT SECRETARY

EXHIBIT A - TRANSFERRED PLANTS

All real property, including buildings, improvements and fixtures, including fee and leasehold interests, and all construction in progress, located at the following places:

(1) Resin division plants for the production of thermosetting resins and formaldehyde located at Albany, OR, Columbus, OH, Conway, NC, Coos Bay, OR, Crossett, AR, Elk Grove, CA, Eugene, OR, Louisville, MS, Lufkin, TX, Newark, OH, Peachtree City, GA, Russellville, SC, Port Wentworth, GA, Taylorville, MS, Ukiah, CA and Vienna, GA;

(2) Polymer materials division plants located at Farmingdale, NY, and Hamlet, NC;

(3) Resin division tall oil and specialty chemical plant at Crossett, AR;

(4) Resin division polystyrene plant at Painesville, OH;

(5) Plaquemine division plants all located near Plaquemine, LA, for the production of chlorine and caustic soda, EDC, VCM, PVC, phenol and acetone, sodium chlorate, methanol and ammonia;

(6) Houston division plant for the production of cumene at Pasadena, TX;

(7) Bound Brook division plant for the production of phenol and acetone at Bound Brook, NJ;

(8) All assets purchased by Seller from Ethyl Corporation pursuant to agreement dated November 2, 1983;

(9) Resin division laboratories located at Crossett, AR, Decatur, GA, Newark, OH, Tacoma, WA, and other laboratories located at resin plant locations;

(10) All salt domes, including pipelines and pipeline right-of-ways, owned or leased by Seller;

(11) All storage tanks and related terminal facilities leased or owned by Seller and used by the Division for the storage of chemicals;

(12) All sales and administrative offices used by the Division, including, in instances where such offices are located within facilities of Seller, the right to lease or sublease from Seller, for a period not to exceed one year, sales and administrative office space; and

(13) MidSouth Data Center Baton Rouge, LA and all intangible property related thereto, such as, but not limited to, technical know-how, and agreements and licenses relating to computer software and equipment;

EXHIBIT B - SPECIFIC OBLIGATIONS ASSUMED BY BUYER

Accounts payable pertaining to Transferred Assets upon which payment is due after the Closing.

Industrial Revenue Bonds

Plaquemine - 2

Delaware City - 1

Notes payable

Pacific Resins (Univar)

Union Carbide Corporation

Elk Grove

Bound Brook