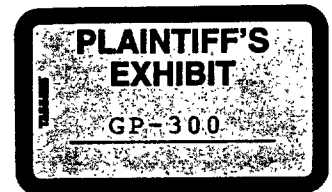


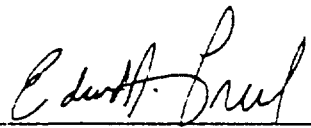
State of Delaware
Office of the Secretary of State

PAGE 1



I, EDWARD J. FREEL, SECRETARY OF STATE OF THE STATE OF DELAWARE, DO HEREBY CERTIFY THE ATTACHED IS A TRUE AND CORRECT COPY OF THE CERTIFICATE OF AMENDMENT OF "GEORGIA GULF CORPORATION", FILED IN THIS OFFICE ON THE THIRTY-FIRST DAY OF DECEMBER, A.D. 1984, AT 9:15 O'CLOCK A.M.




Edward J. Freel, Secretary of State

AUTHENTICATION:

2022664 8100

DATE 7603439

950180017

08-10-95

8403660091

9:15 AM
FILED

DEC 31 1984

Wm C. K. K.
SECRETARY OF STATE

CERTIFICATE OF AMENDMENT
TO
CERTIFICATE OF INCORPORATION
OF
GEORGIA GULF CORPORATION

Pursuant to the provisions of Section 242 of the Delaware General Corporation Law, the undersigned corporation adopts the following Certificate of Amendment to its Certificate of Incorporation:

- I. The name of the corporation is Georgia Gulf Corporation.
- II. The shareholders of the Corporation have adopted a resolution amending Article 4 of the Certificate of Incorporation of the corporation to read as follows:

4. The total number of shares of common stock which the corporation shall have authority to issue is six million (6,000,000) and the par value of each of such shares is One Dollar (\$1.00). The total number of shares of preferred stock which the corporation shall have authority to issue is

00002

two million (2,000,000) and the par value of each of such shares is Twenty-five Dollars (\$25.00).

The rights, preferences, privileges and restrictions granted to and imposed upon the preferred stock are as follows:

1. Dividend Rights. With respect to each annual period, the holders of outstanding preferred stock shall be entitled to receive, when and as declared by the Board of Directors, cash dividends at an annual rate equal to the "Dividend Rate" (as defined below), payable on the 20th day of each January, April, July and October to shareholders of record at close of business on such date as shall be fixed by the Board of Directors at the time of the declaration of the dividend, which shall not be less than 15 nor more than 30 days preceding the date of payment. Such dividends shall be cumulative and shall accrue whether or not declared by the Board of Directors. Such dividends shall be payable out of funds legally available therefor subject to the terms of the Loan Agreement (as hereinafter defined), and accrue from October 1, 1984. The "Dividend Rate" shall equal: (i) for the period from October 1, 1984 through September 30, 1991, \$2.50 per share; (ii) thereafter, \$3.00 per share.

If dividends in full on the preferred stock for all past quarterly periods and the current period shall not have been paid or been declared and set aside for payment, or a default in a scheduled or mandatory redemption as provided in Sections 5 and 6 hereof shall have occurred and shall not have been cured, (i) no dividends (other than dividends payable in stock ranking junior to the preferred stock) may be declared or paid or set apart for payment on, nor may any distribution be made to, the common stock or any class of stock ranking junior to the preferred stock; and (ii) no dividends on or distributions to shares ranking on a parity with the preferred stock may be declared or paid or set apart for payment or made except ratably according to the unpaid dividends and scheduled and mandatory redemptions on the preferred stock and any other parity classes of stock.

2. Liquidation Rights. In the event of liquidation, dissolution or winding up of the corporation, whether voluntary or involuntary, the holders of each share of the preferred stock shall be entitled to receive in exchange for

and in redemption of their preferred stock, prior and in preference to any distribution of any of the assets or surplus funds of the corporation to the holders of the common stock by reason of their ownership thereof, an amount equal to \$25.00 per share plus all declared or accrued but unpaid dividends on each such share.

All of the preferential amounts to be paid to the holders of the preferred stock under this Section 2 shall be paid or set apart for payment before the payment or setting apart for payment of any amount for, or the distribution of, any assets of the corporation to the holders of the common stock in connection with such liquidation, dissolution or winding up. If the assets or surplus funds to be distributed to the holders of the preferred stock, and to any holders of stock ranking on a parity with the preferred stock, are insufficient to permit the payment to such holders of their full preferential amount, the assets and surplus funds legally available for distribution shall be distributed ratably among the holders of the preferred stock, and to any such other holders, in proportion to the full preferential amount each such holder is otherwise entitled to receive.

Neither the consolidation nor merger of the corporation into or with any other corporation or corporations, nor the sale or transfer by the corporation of all or any part of its assets, nor the reduction of the capital stock of the corporation, shall be deemed to be a liquidation, dissolution or winding up of the corporation within the meaning of any of the provisions of this Section.

3. Voting Rights. Except as otherwise provided by law, the holders of preferred stock shall have no right to vote on any matter to be voted on by the stockholders of the corporation (including any election or removal of the directors of the corporation) except as provided in this Section 3.

Should the corporation fail for any reason (i) to pay or declare and set aside sums sufficient for the payment of three consecutive quarterly dividends to the holders of preferred stock at the full Dividend Rate as provided in Section 1 hereof, or (ii) to redeem the preferred stock as provided in Sections 5 and 6 hereof, then, for so long as said failure remains uncured, the holders of preferred stock shall vote together as a single class to elect two Directors of the corporation, who shall serve in addition to the Directors serving at such time (who shall be not less than

three in number and shall be chosen by vote of the holders of the common stock), thereby increasing the size and membership of the Board of Directors accordingly until such failure shall be cured. Whenever under the provisions of this Section 3 the right to elect directors shall have vested in the holders of the preferred stock, the Board of Directors shall within ten days after delivery to the corporation at its principal office of a request to such effect, signed by the holder or holders of at least 50% of the shares of preferred stock then outstanding, call a special meeting of the stockholders of the corporation, including the holders of the preferred stock, to be held within fifteen (15) days from the delivery of such request, for the purpose of electing two additional directors pursuant hereto. If the Board of Directors shall have failed to call such a special meeting within 10 days after the delivery of any such request, any holder or holders of at least 50% of the shares of preferred stock then outstanding, may within 20 days after delivery to the corporation of any such request, call such a special meeting to be held within 30 days from the delivery of such request, for the foregoing purpose.

If the holders of the outstanding preferred stock have become entitled to vote to elect directors pursuant to this Section 3, then, upon the curing in full of the event which gave rise to the right to such vote, the holders of the preferred stock shall be divested of their rights with respect to the election of directors provided in this Section 3 without prejudice to any subsequent revesting of such rights in the holders of the preferred stock in accordance with the terms hereof. Upon any such divesting of voting rights of the holders of preferred stock, the terms of office of all persons who may have been elected directors of the corporation by vote of the holders of the preferred stock shall terminate forthwith.

4. Approval Rights. So long as any shares of the preferred stock remain outstanding, the corporation shall not, without the affirmative vote or consent of the holders of at least two-thirds of the then outstanding shares of the preferred stock:

- (a) Authorize any shares of stock ranking prior to the preferred stock as to dividends or distribution of assets;
- (b) Increase the authorized number of shares of the preferred stock or of any class of stock ranking

on a parity with the preferred stock as to dividends or distribution of assets;

- (c) Amend, repeal or change any of the provisions of the Certificate of Incorporation of the corporation so as to affect adversely the preferences, rights or powers of the preferred stock;
- (d) Cause or permit the sale, lease or conveyance of all or substantially all of the property or assets of the corporation; except during the time prior to the "Satisfaction Date" (as hereinafter defined) with the consent of General Electric Credit corporation, a New York corporation ("GECC");
- (e) Effect or undertake any consolidation or merger of the corporation in which the corporation is not the surviving corporation, unless provision be made to redeem the preferred stock at par plus any accrued but unpaid dividends, payable prior to or concurrently with the consolidation or merger; or
- (f) Take any other action which will adversely affect the rights, powers or preferences of the preferred stock, as such are set forth in this Certificate of Incorporation.

5. Scheduled Redemption. The preferred stock shall be redeemed by the corporation at a redemption price of \$25.00 per share plus any accrued and unpaid dividends through the date of redemption, in the following amounts on the following dates:

- (a) 200,000 shares on October 1, 1995;
- (b) 200,000 shares on October 1, 1996;
- (c) 400,000 shares on October 1, 1997;
- (d) 400,000 shares on October 1, 1998;
- (e) 800,000 shares on October 1, 1999;

provided, that in the event that the corporation's indebtedness to GECC, under the Loan and Security Agreement (the "Loan Agreement") entered into or to be entered into during December, 1984, is paid in full prior to October 1, 1994, the preferred stock shall be redeemed for the consideration stated above in the following amounts on the following dates subsequent to the date of full satisfaction of the corporation's indebtedness to GECC (the "Satisfaction Date"):

- (v) 200,000 shares on the first anniversary of the Satisfaction Date;
- (w) 200,000 shares on the second anniversary of the Satisfaction Date;
- (x) 400,000 shares on the third anniversary of the Satisfaction Date;
- (y) 400,000 shares on the fourth anniversary of the Satisfaction Date;
- (z) 800,000 shares on the fifth anniversary of the Satisfaction Date;

provided further, that if the corporation's indebtedness to GECC under the Loan Agreement is paid in full prior to October 1, 1991, then October 1, 1991 shall be deemed to be the Satisfaction Date for purposes of clauses (v) through (z) above.

6. Mandatory Redemption. Following payment in full of the \$85,000,000 Term Loan and the \$20,000,000 Senior Loan made to the corporation pursuant to the Loan Agreement, and in the event that the corporation realizes cash proceeds ("Proceeds") from: (i) the sale of equity securities or securities convertible into or exchangeable for shares of common stock, or (ii) the sale or other disposition of property or assets of any kind by the corporation other than in the ordinary course of business; then in such event twenty-five percent (25%) of the Proceeds shall be applied toward redemption of the preferred stock by the corporation. Such Proceeds shall be applied to redemption of such stock no later than fifteen (15) days after receipt of such Proceeds by the corporation to holders of record on the date of receipt of such Proceeds. Proceeds so applied to redemption shall be applied first to any accrued (through the end of the most recent quarterly dividend period) but unpaid dividends with respect to any of the preferred stock, and then to any other accrued but unpaid dividends on the shares to be redeemed, with the remainder being applied to pay the redemption price of \$25.00 per share. Such redemption shall be credited against all succeeding redemptions of the shares of preferred stock in inverse order of their scheduled redemption dates as provided in Section 5 hereof.

7. Optional Redemption. Subject to the limitations set forth in Section 8 below, the corporation may, at any time, at its own option, redeem any or all of the then

outstanding shares of preferred stock, by paying to the holder or holders thereof the par value of such shares plus any unpaid dividends accrued through the date of redemption. Such prepayment shall be applied first to any accrued (through the end of the most recent quarterly dividend period) but unpaid dividends with respect to any of the preferred stock, and then to any accrued but unpaid dividends on the shares to be redeemed, with the remainder being applied to pay the redemption price of \$25.00 per share. Such redemption shall be credited against the scheduled redemption of the shares of preferred stock in inverse order of their scheduled redemption dates as provided in Section 5 hereof.

8. Limitations on Redemptions. So long as any dividends on the preferred stock for all past quarterly dividend periods and the current period have not been paid or been declared and set apart for payment, the corporation may not:

- (a) Call for optional redemption or redeem optionally any shares of the preferred stock unless all outstanding shares of the preferred stock are redeemed; or
- (b) Call for redemption or redeem any shares of any class of stock having dividend, distribution or liquidation rights on a parity with or junior to those of the preferred stock.

9. Limitation on Dividends and Redemptions of Common Stock. So long as any shares of preferred stock are outstanding, the corporation shall not declare or pay any cash dividend on, or make any distribution to, or purchase, redeem, retire or otherwise acquire for a consideration, any shares of the common stock, other than (i) dividends payable in common stock, (ii) payments required to be made pursuant to the Loan Agreement, (iii) payments required to be made pursuant to any agreement between the corporation and Georgia-Pacific Corporation, or (iv) payments required to be made pursuant to that certain Stock Purchase Agreement by and among the corporation and certain employees of the corporation dated as of December 31, 1984 concerning the purchase and sale of the corporation's common stock.

Any redemption of the preferred stock pursuant to Sections 5, 6 or 7 hereof shall be made ratably among the holders of the preferred stock, in proportion to the full preferential amount each such holder is entitled to receive.

10. Transferability. Shares of the preferred stock are transferrable by their holder at any time; provided, however, that the corporation may treat the person or entity whose name appears upon the certificate representing ownership of shares of the preferred stock as the absolute owner thereof, until it shall receive written notice of the transfer of such shares from such record holder.

11. Registration Rights.

(a) Certain Definitions. As used in this Section 11, the following terms shall have the following respective meanings:

"Commission" shall mean the Securities and Exchange Commission or any other federal agency at the time administering the Securities Act.

"Securities Act" shall mean the Securities Act of 1933, as amended, or any similar federal statute and the rules and regulations of the Commission thereunder, all as the same shall be in effect at the time.

"Registrable Securities" means any shares of the preferred stock.

The terms "register", "registered" and "registration" refer to a registration effected by preparing and filing a registration statement in compliance with the Securities Act, and the declaration or ordering of the effectiveness of such registration statement.

"Registration Expenses" shall mean all expenses incurred by the corporation in complying with paragraphs (b) and (c) hereof, including, without limitation, all registration and filing fees, printing expenses, fees and disbursements of counsel for the corporation, reasonable fees and disbursements of one counsel for the selling Holder, blue sky fees and expenses, and accountants' expenses including without limitation any special audits incident to or required by any such registration (but excluding the compensation of regular employees of the corporation which shall be paid in any event by the corporation).

"Selling Expenses" shall mean all underwriting discounts and selling commissions applicable to the sale of Registrable Securities.

"Holder" shall mean Georgia-Pacific Corporation, a Georgia corporation, and any other person holding Registrable Securities to whom these registration rights have been transferred pursuant to paragraph (g) hereof.

"Initiating Holder" shall mean any Holder or Holders who in the aggregate hold not less than fifty percent (50%) of the outstanding shares of preferred stock.

(b) Requested Registration. In case the corporation shall receive from the Initiating Holders a written request that the corporation effect any registration with respect to all or a part of the Registrable Securities, the corporation will, as soon as practicable, use its diligent best efforts to effect such registration (including, without limitation, the execution of an undertaking to file post-effective amendments, appropriate qualification under applicable blue sky or other state securities laws and appropriate compliance with applicable regulations issued under the Securities Act) as may be so requested and as would permit or facilitate the sale and distribution of such portion of such Registrable Securities as are specified in such request; provided, that the corporation shall not be obligated to take any action to effect any such registration pursuant to this paragraph (b):

(i) In any particular jurisdiction in which the corporation would be required to execute a general consent to service of process in effecting such registration, qualification or compliance unless the corporation is already subject to service in such jurisdiction and except as may be required by the Securities Act;

(ii) Prior to January 1, 1989;

(iii) After the corporation has effected two such registrations pursuant to this paragraph 11(b), and such registrations have been declared or ordered effective; or

(iv) If the corporation can provide the Initiating Holders in a timely fashion a no action letter from the Commission relative to an exemption from the Securities Act for the securities proposed to be registered in form and substance satisfactory to the Holder.

Subject to the foregoing clauses (i) through (iv), the corporation shall file a registration statement covering the Registrable Securities so requested to be registered as soon as practicable after receipt of the request of such Initiating Holders; provided, however, that if the corporation shall furnish to such Initiating Holders a certificate signed by the Chairman of the Board of the corporation stating that in the good faith judgment of the Board of Directors, it would be seriously detrimental to the corporation and its shareholders for such registration statement to be filed and it is therefore essential to defer the filing of such registration statement, the corporation shall have the right to defer such filing for a period of not more than 180 days after receipt of the request of the Initiating Holders.

If the Initiating Holders intend to distribute the Registrable Securities covered by their request by means of an underwriting, they shall so advise the corporation as a part of their request made pursuant to this paragraph 11(b). The corporation and the Initiating Holders shall enter into an underwriting agreement in customary form and containing customary and reasonably acceptable terms with the representative of the underwriter or underwriters selected for such underwriting by the Initiating Holders and reasonably acceptable to the corporation.

(c) Corporation Registration. If the corporation shall determine to register any of its securities, the corporation will:

(i) promptly give to each Holder written notice thereof (which shall include a list of the jurisdictions in which the corporation intends to attempt to qualify such securities under the applicable blue sky or other state securities laws); and

(ii) include in such registration (and any related qualification or other compliance under blue sky laws), and in any underwriting involved therein, all the Registrable Securities specified in a written request or requests, made within 15 days after receipt of such written notice from the corporation, by the Holder, except as set forth immediately below.

If the registration of which the corporation gives notice is for a registered public offering involving an underwriting, the corporation shall so advise each Holder as a part of the written notice given pursuant to this para-

graph 11(c). In such event the right of each Holder to registration pursuant to this paragraph 11(c) shall be conditioned upon the Holder's participation in such underwriting and the inclusion of the Holder's Registrable Securities in the underwriting to the extent provided herein. The Holders, together with the corporation and any other stockholders ("Other Stockholders") distributing their securities through such underwriting, shall enter into an underwriting agreement in customary form with the underwriter or underwriters selected for underwriting by the corporation. Notwithstanding any other provision of this paragraph 11(c), if the underwriter reasonably determines that marketing factors require a limitation on the number of shares or amount of other securities to be underwritten, the securities of the corporation held by Other Stockholders, the Holders or others holding securities of the corporation requesting registration shall be excluded from such registration to the extent so required by such limitation, with the amount of securities that may be included in the registration to be allocated among the Other Stockholders, the Holders and others holding securities of the corporation requesting registration of securities in proportion, as nearly as practicable, to the respective amounts of Registrable Securities and other securities which they had requested to be included in such registration, based on the estimated offering prices of the various securities proposed to be registered. The corporation shall advise all holders of securities requesting registration as to the number of shares or amount of securities that may be included in the registration and underwriting as allocated in the foregoing manner.

(d) Expenses of Registration. All Registration Expenses incurred in connection with any registration, qualification or compliance pursuant to this Section 11 shall be borne by the corporation; and all Selling Expenses shall be borne by the Holders of the securities so registered pro rata on the basis of the number of their shares so registered; provided, however, that if any jurisdiction in which the securities shall be qualified shall require that expenses incurred in connection with the qualification of the securities in that jurisdiction be borne by the selling shareholders, then such expenses shall be payable by such parties pro rata (based on actual offering price of the various securities so registered or qualified), to the extent required by such jurisdiction.

(e) Registration Procedures. In the case of each registration effected by the corporation pursuant to this Section 11, the corporation will keep each Holder advised in

writing as to the initiation of each registration and as to the completion thereof. At its expense the corporation will:

(i) keep such registration effective for a period of 120 days or until the Holder or Holders have completed the distribution described in the registration statement relating thereto, whichever first occurs; and

(ii) furnish such number of prospectuses and other documents incident thereto as the Holder from time to time may reasonably request.

(f) Information by Holder. Each Holder and each Other Stockholder of securities included in any registration shall furnish to the corporation such information regarding the Holder or such Other Stockholder and the distribution proposed by the Holder or such Other Stockholder as the corporation may request in writing and as shall be required in connection with any registration, qualification or compliance referred to in this Section 11.

(g) Transfer of Registration Rights. The right to cause the corporation to register securities of the corporation under paragraphs (b) and (c) hereof may be assigned to a transferee of any of the preferred stock; provided that the corporation is given written notice at the time of said transfer, stating the name and address of said transferee and identifying the securities with respect to which such registration rights are being assigned.

(h) Indemnification.

(i) The corporation will indemnify each Holder, each of such Holder's officers, directors and partners, and each person controlling such Holder, with respect to which registration, qualification or compliance has been effected pursuant to this Section 11, each underwriter, if any, and each person who controls any underwriter against all claims, losses, damages and liabilities (or actions in respect thereof) arising out of or based on any untrue statement (or alleged untrue statement) of a material fact contained in any prospectus, offering circular or other document (including any related registration statement, notification or the like) incident to any such registration, qualification or compliance, or based on any omission (or alleged omission) to state therein a material fact required to be stated therein or necessary to make the statements therein not misleading, or any violation by the corporation of any rule or regulation promulgated under the Securities Act applicable to the corporation and relating to action or

inaction required of the corporation in connection with any such registration, qualification or compliance, and will reimburse each such Holder, each of its officers, directors and partners, and each person controlling such Holder, each such underwriter and each person who controls such underwriter, for any legal and other expenses reasonably incurred in connection with investigating or defending any such claim, loss, damage, liability or action; provided, that the corporation will not be liable in any such case to the extent that any such claim, loss, damage, liability or expense arises out of or is based upon written information furnished to the corporation in an instrument duly executed by the Holder or underwriter seeking to be indemnified, where such instrument is intended to be used in connection with such registration, qualification or compliance.

(ii) Each Holder and Other Stockholder will, if securities held by him are included in the securities as to which such registration, qualification or compliance is being effected, indemnify the corporation, each of its directors and officers, each underwriter, if any, of the corporation's securities covered by such a registration statement, each person who controls the corporation or such underwriter within the meaning of the Securities Act, and each other such Holder and Other Stockholder, each of its officers, directors and partners and each person controlling such Holder or Other Stockholder, against all claims, losses, damages and liabilities (or actions in respect thereof) arising out of or based on any untrue statement (or alleged untrue statement) of a material fact contained in any such registration statement, prospectus, offering circular or other document, or any omission (or alleged omission) to state therein a material fact required to be stated therein or necessary to make the statements therein not misleading, and will reimburse the corporation and such Holders, Other Stockholders, Directors, officers, partners, persons, underwriters and control persons for any legal or any other expenses reasonably incurred in connection with investigating or defending any such claim, loss, damage, liability or action, in each case to the extent, but only to the extent, that such untrue statement (or alleged untrue statement) or omission (or alleged omission) is made in such registration statement, prospectus, offering circular or other document in reliance upon and in conformity with information furnished to the corporation by such Holder or Other Stockholder in a written instrument duly executed by such Holder or Other Stockholder intended to be used in connection with such registration, qualification or compliance.

(iii) Each party entitled to indemnification under this subsection (h) (the "Indemnified Party") shall give notice to the party required to provide indemnification

(the "Indemnifying Party") promptly after such Indemnified Party has actual knowledge of any claim as to which indemnity may be sought, and shall permit the Indemnifying Party to assume the defense of any such claim or any litigation resulting therefrom, provided that counsel for the Indemnifying Party, who shall conduct the defense of such claim or any litigation resulting therefrom, shall be approved by the Indemnified Party (whose approval shall not unreasonably be withheld), and the Indemnified Party may participate in such defense at such Indemnified Party's expense. The failure of any Indemnified Party to give notice as provided herein shall relieve the Indemnifying Party of its obligations under this subsection (h) only if such failure is prejudicial to the ability of the Indemnifying Party to defend such action, and such failure shall in no event relieve the Indemnifying Party of any liability that it may have to any Indemnified Party otherwise than under this subsection (h). No Indemnifying Party, in the defense of any such claim or litigation, shall, except with the consent of each Indemnified Party, consent to entry of any judgment or enter into any settlement which does not include as an unconditional term thereof the giving by the claimant or plaintiff to such Indemnified Party of a release from all liability with respect to such claim or litigation.

12. Notice of Redemption. Notice of each redemption of preferred stock hereunder, specifying the date (the "Redemption Date") and place of redemption and the number of shares and the certificate numbers thereof which are to be redeemed, shall be mailed to each holder of record of shares to be redeemed at its address as shown by the records of the corporation not less than ten days prior to the date on which such redemption is to be made.

III. The above amendment was duly adopted on December 31, 1984, in accordance with Section 242 of the Delaware General Corporation Law.

IV. The amendment was adopted by unanimous written consent of all the shareholders of the corporation.



GEORGIA GULF CORPORATION

Attest:

Ramona Ghol

Secretary

By:

James R. Kwan

President

Dated: December 31, 1984