

PURCHASE OF ASSETS AGREEMENT

Dated as of November 4, 1983

By and Between

Ethyl Corporation,
a Virginia corporation,

and

Georgia-Pacific Corporation,
a Georgia corporation

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THIS PURCHASE OF ASSETS AGREEMENT (the "Agreement") is made and entered into as of the _____ day of _____, 1983, by and between ETHYL CORPORATION, a Virginia corporation ("Ethyl"), and GEORGIA-PACIFIC CORPORATION, a Georgia corporation ("G-P");

WITNESSETH:

RECITALS. Ethyl is engaged in the business (the "PVC Business") of manufacturing and marketing polyvinyl chloride ("PVC") resins and compounds through its Polymer Division at plants located in Gallman, Mississippi (the "Gallman Plant"), Tiptonville, Tennessee (the "Tiptonville Plant") and Delaware City, Delaware (the "Delaware City Plant") (the Gallman, Tiptonville and Delaware City Plants being referred to collectively as the "Transferred Plants") and through certain facilities in Ethyl's Baton Rouge, Louisiana plant (the "Baton Rouge Plant") and certain related support facilities in Ethyl's research and technical center located in Baton Rouge, Louisiana (the "Technical Center") (the Baton Rouge Plant and Technical Center being referred to herein as the "Baton Rouge Facilities"). Ethyl desires to sell to G-P, and G-P desires to purchase from Ethyl, the Transferred Assets (as hereinafter defined) on the terms and conditions hereinafter set forth.

NOW, THEREFORE, in consideration of the mutual covenants and undertakings hereinafter contained, the parties hereby agree as follows:

1. Transfer of Assets

1.01 Commitment to Sell.

(a) Upon the terms and subject to the conditions set forth in this Agreement, at the Closing (as hereinafter defined), Ethyl shall sell, convey, transfer, assign and deliver to G-P by deed, bill of sale or other appropriate instruments as provided herein, the assets and properties listed below (hereinafter collectively referred to as the "Transferred Assets"):

(i) all of Ethyl's right, title and interest in and to the parcels of land upon which the Gallman Plant, the Tiptonville Plant and the Delaware City Plant are located, as described in Exhibits A-1, A-2 and A-3, respectively, together with all improvements, structures, buildings, fixtures, machinery and apparatus of any kind affixed thereto (the "Gallman Premises," "Tiptonville Premises" and "Delaware City Premises," respectively, and collectively the "Premises");

(ii) all machinery, equipment (including office equipment) and tools owned and used by Ethyl in connection with its operations at the Transferred Plants, including the items listed in Exhibit B-1 hereto (the "Plant Equipment");

(iii) the pilot plant reactor, stripper column, and two blending silos and certain related equipment located at the Baton Rouge Plant and specifically described in Exhibit B-2 hereto (the "Baton Rouge Equipment");

(iv) those items of technical equipment, office equipment and other tangible personal property located at the Technical Center and specifically listed in Exhibit B-3 hereto (the "Technical Center Equipment," and together with the Plant Equipment and the Baton Rouge Equipment, the "Transferred Equipment");

(v) all inventories on hand at the Transferred Plants, in outside warehouses, or in transit thereto at the Closing Date, as hereinafter defined (including inventories of raw materials, work in progress, finished goods, spare parts, stores and supplies) and all raw materials and finished goods inventories with respect to the PVC Business on hand at the Baton Rouge Plant or in transit thereto (but excluding obsolete spare parts, stores and supplies wherever located; slow moving or unsaleable inventories of raw materials, work in progress and finished goods wherever located; and any spare parts, stores and supplies at the Baton Rouge Plant) (the "Inventory"). The term "obsolete" shall mean those items of inventory

which are no longer sold or purchased by Ethyl, or which cannot be used for the purpose for which such items were purchased or manufactured. The term "unsaleable" shall mean those items of inventory of finished goods which cannot be sold for the purpose for which such items were purchased or manufactured. The term "slow moving" shall mean those items of inventory of raw materials or finished goods purchased or produced prior to January 1, 1983, or for which there is on-hand at the Closing Date a quantity greater than a six (6) month supply based upon the last six (6) months of sales or usage or projected sales or usage for such raw materials or finished goods for the succeeding six (6) months. At Ethyl's option, G-P shall act as Ethyl's agent in disposing of such obsolete, slow moving or unsaleable inventory. Ethyl will reimburse G-P for costs incurred in such disposal, while proceeds of such inventory disposal shall revert to Ethyl.

(vi) the construction in progress projects described in Exhibit B-4 hereto (the "Capital Projects");

(vii) all of Ethyl's rights and obligations under the contracts, agreements, leases, permits and licenses pertaining to the Transferred Assets including those listed in Exhibit C-1 hereto (collectively, the "Assigned Contracts");

(viii) the technology licenses listed in Exhibit D-1 hereto (collectively, the "Licenses");

(ix) all of Ethyl's rights in and to Ethyl's Technical Information (as hereinafter defined) and all of Ethyl's rights in the Business Information (as hereinafter defined), as the same relate to the Field (as hereinafter defined) (collectively, the "Technical Property");

(x) all customer lists, and other intangibles related to the operations of the Transferred Assets; and

(xi) copies of Ethyl's books and records related to and reasonably necessary for G-P's use of the Transferred Assets after Closing and for the preparation and maintenance of all reports, returns and records required to be filed or maintained in connection therewith.

(b) As used herein, the following terms shall have the meanings set forth below:

(i) The "Field" shall mean the PVC Resins and Compounds manufactured by Ethyl at the Transferred Plants and the Baton Rouge Plant at any time plus all PVC Resins and Compounds, other than PVC modifiers, presently under development or developed in the past. As used herein, "PVC Resins and Compounds" shall be such

PVC materials containing greater than 50% by weight of vinyl chloride monomer in the final derivative material. For said PVC materials containing less than 50% by weight of vinyl chloride monomer, Ethyl shall retain all Technical Information as hereinafter defined; provided, however, for the first five years following the Closing Date, G-P shall have a right of first refusal to manufacture these said PVC materials for Ethyl's consumption or merchant market sales, provided such manufacturing is competitive overall in such terms as price, quality and service.

(ii) "Technical Information" shall mean Ethyl's technical data, know-how, invention disclosures (conception records), patents, patent applications, trademarks and trade names and pending registrations therefor together with all rights and attributes appurtenant thereto (except as provided in Section 1.03(i)), engineering data, designs and drawings (including those for the Transferred Plants and Transferred Equipment and Capital Projects), trade secret information, technical reports and product quality reports of competitive products, if any, to the extent they involve the Field;

(iii) "Business Information" shall mean all of Ethyl's market information, market analysis surveys,

customer lists, customer call reports, competitive assessments, financial information and proposed marketing and business plans, if any, involving the Field.

1.02 Commitment to Purchase. Upon the terms and subject to the conditions set forth in this Agreement, G-P agrees to purchase the Transferred Assets and in full payment therefor to pay to Ethyl the Purchase Price, as defined below.

1.03 Excluded Assets. Notwithstanding Section 1.01, there shall be excluded from the Transferred Assets, and Ethyl shall retain, the following:

(i) all trademarks and trade names (including any registrations thereof and any pending registrations therefor) as listed in Exhibit E and all others which contain the name "Ethyl" or any rights to the "Ethyl" name;

(ii) any properties and assets located at the Baton Rouge Facilities other than the Transferred Equipment and any Inventory;

(iii) any railroad rolling stock (whether owned or leased);

(iv) cash and cash items, accounts receivable and related documentation, tax and accounting reserves and deposits; and

(v) any contract licenses and permits disclosed in Section 4.20 of the Disclosure Schedule.

1.04 Purchase Price.

(a) The Purchase Price for the Transferred Assets shall be _____, as detailed in Paragraph (f) below and subject to adjustment as provided in Paragraphs (b) and (c) below. The Purchase Price shall be paid at Closing (i) by wire transfer of federal funds in an amount equal to _____

(subject to adjustment after the Closing as hereinafter provided in this Section 1.04) less the sum of the agreed fair market value (such amount being _____ plus accrued interest as of the Closing Date) of the outstanding obligations of Ethyl as of the Closing Date under the Pollution Bond Documents, as defined below; and (ii) by the assumption of the obligations of Ethyl under the lease and installment sale agreement described in Exhibit F-1 hereto (the "Pollution Bond Documents") previously assumed by Ethyl pursuant to an Assignment and Assumption dated as of April 15, 1982, by and between Ethyl and Delaware City Plastics Corporation (the "1982 Bond Assignment").

(b) Subject to Paragraph (c) below, the Purchase Price shall be increased or decreased, as the case may be, by the amount by which the Inventory Value (as defined below) is greater or less than _____. For

purposes of adjustment to the Purchase Price, the value, as of

the Closing Date, of the Inventory (the "Inventory Value") shall be the lower of Ethyl's Cost in the Inventory or the Market Value of the Inventory, specifically defined as follows:

(c) (i) Cost of Inventory. Raw materials, work in process and finished goods (except Ethyl's VCM) shall be valued on a FIFO basis in accordance with generally accepted accounting principles. The FIFO methodologies to be used are not consistent with the methodologies used by Seller at December 31, 1982. Ethyl's VCM shall be valued at current transfer price, which is to the Baton Rouge Plant, and plus freight to the Delaware City Plant. Stores, spare parts and supplies shall be valued at current replacement costs (defined as the most recent price paid by Seller), except that any spare part that has a unit replacement cost in excess of shall be valued at Seller's actual cost on a FIFO basis unless such cost cannot be reasonably determined.

(ii) Market Value of the Inventory. For compound and emulsion resin finished goods, market value shall be net realizable value, i.e., most recent or estimated selling price (net of freight to customer) less selling cost, which is 2.5% of selling price. For work in process, market value shall be net realizable value as defined in the preceding sentence of the

related finished goods less estimated cost to complete. For suspension resin to be sold to third parties market value will be net realizable value as previously defined for finished goods. The market value for suspension resins used for producing compounds shall be the net realizable value for profile compounds, i.e., most recent or estimated selling price (net of freight) less estimated cost to complete and less selling cost of 2.5% of selling price. For raw materials, market value shall be current replacement cost (defined as the most recent purchase price plus freight). The market value for Ethyl VCM shall be the agreed upon transfer price as set forth in Paragraph (c) (i) above. For stores, spare parts and supplies, market value shall be current replacement cost (defined as the most recent price paid by Seller) except that any spare part that has a replacement cost in excess of shall be valued at Seller's actual cost on a FIFO basis unless such cost cannot be reasonably determined.

(iii) In applying the lower of cost or market principle, the evaluation shall be made for raw materials; stores, spare parts, and supplies; and for each of the following classifications of work in process and finished goods:

suspension resins for resale
suspension resins for compounds
emulsion resins
compounds

(iv) As of the Closing Date, Ethyl and G-P shall conduct a physical count of the Inventory as described in Exhibit G.

(d) Within twenty-one (21) days of the Closing Date, Ethyl shall provide G-P with a completed detail of the itemized computation of the Inventory Value as of the Closing Date in accordance with Paragraphs (b) and (c) above. G-P and its representatives shall have the right to observe the physical count of the inventory and to review Ethyl's records used in determining the Inventory Value. Upon completion of review of such statement, G-P shall promptly advise Ethyl in writing (the "Adjustment Notice") of any proposed adjustment to the Inventory Value determined by Ethyl and shall furnish to Ethyl therewith a detailed basis for, and calculation of, the proposed adjustment to the Inventory Value. If G-P fails to notify Ethyl of any proposed adjustment to the Inventory Value determined by Ethyl within thirty (30) days of the receipt of the inventory valuation statement, the Inventory Value so determined shall be final and binding on the parties and the adjustment in the Purchase Price shall be settled by the appropriate party by prompt payment of the amount of the adjustment in cash.

(e) In the event that G-P delivers an Adjustment Notice to Ethyl within thirty (30) days of the Closing Date, Ethyl may also propose corrections at that time and Ethyl and G-P shall use their best efforts to reach agreement as to the

Inventory Value. If G-P and Ethyl fail to reach such agreement within thirty (30) days of Ethyl's receipt of the Adjustment Notice, the parties agree that such dispute shall be resolved conclusively by a national firm of independent certified public accountants, mutually acceptable to the parties. The costs of such accountant shall be borne equally by the parties. Ethyl and G-P each shall provide such accountants access to relevant books and records under acceptable confidentiality agreements.

(f) The purchase price of the Transferred Assets, except Inventories (valued at _____ subject to adjustment), shall be as follows:

Land	\$
Land Improvements	\$
Buildings	\$
Machinery & Equipment	\$
Construction In Progress	\$
Furniture & Fixtures	\$
Patents	\$ _____
Total	\$ _____ =====

2. Premerger Notification.

Prior to Closing, each party will comply with the premerger notification requirements of the Hart-Scott-Rodino Antitrust Improvements Act of 1976 ("Hart-Scott-Rodino") and will respond promptly to any requests for additional information in connection therewith.

3. The Closing. Time and Place. The closing of the transactions contemplated hereby (the "Closing") shall take place at the offices of Ethyl, in Richmond, Virginia, at 10:00 a.m. local time on November 28, 1983, effective as of 7:00 a.m. local

time on November 28, 1983, or on such other date and at such other effective time and place as the parties may mutually agree (the "Closing Date").

4. Representations and Warranties by Ethyl. Ethyl hereby represents and warrants to G-P, and such representations and warranties shall be true as of the Closing Date and shall survive the Closing:

4.01 Ethyl is a corporation, duly incorporated, validly existing and in good standing under the laws of the State of Virginia and is duly qualified as a foreign corporation in each jurisdiction in which the ownership of the Transferred Assets or the conduct of Ethyl's operations in connection therewith requires such qualification.

4.02 The execution, delivery and performance of this Agreement have been duly authorized by all necessary corporate action on the part of Ethyl; the execution and delivery of this Agreement does not, and the consummation of the transactions contemplated hereby and compliance with the terms and conditions hereof will not, conflict with or result in a breach of the terms, conditions or provisions of or constitute a default under the articles of incorporation or the bylaws of Ethyl or any contractual obligations, restrictions or commitments, or any instrument or order to which Ethyl is a party or by which Ethyl is bound; and this Agreement is a valid and binding agreement of Ethyl.

4.03 Except as disclosed in Section 4.03 of the Disclosure Schedule attached hereto (the "Disclosure Schedule"), Ethyl has or on the Closing Date will have good and merchantable title to all of the personal property to be sold hereunder to G-P free and clear of all liens, objections or encumbrances, except (1) minor exceptions not in the aggregate material, and (2) such imperfections of title, encumbrances and liens as do not materially detract from or interfere with the present use of the property subject thereto or affected thereby, or otherwise materially impair present business operations.

4.04 Ethyl owns or has the right to use the Technical Property and Ethyl has the right to transfer the same pursuant hereto. Ethyl has received no notice of conflicting claims respecting such Technical Property, except as set forth in Section 4.04 of the Disclosure Schedule.

4.05 Except as disclosed in Section 4.05 of the Disclosure Schedule, Ethyl is not involved in any action, proceeding or, to the best of its knowledge, investigation (disclosed or undisclosed) which might materially and adversely affect the Transferred Assets or which might prevent the transactions contemplated by this Agreement.

4.06 Except as disclosed in Section 4.06 of the Disclosure Schedule, there are no asserted claims, product liability claims, litigation or proceedings pending, or, to the best of Ethyl's knowledge, threatened, against or relating to the

Transferred Assets, nor does Ethyl know or have reasonable grounds to know of any basis for any such action, or of any governmental investigation relative to the Transferred Assets.

4.07 Except as disclosed in Section 4.07 of the Disclosure Schedule, Ethyl is not aware of any violation or claim of violation by Ethyl of any law, rule, regulation, statute, executive order or ordinance applicable to the Transferred Assets or operation of the facilities being purchased pursuant to this Agreement, including, but not limited to, Title VII of the Civil Rights Act of 1964, the Employee Retirement Income Security Act of 1974, the Veterans' Readjustment Assistance Act, the Age Discrimination in Employment Act, the Equal Pay Act of 1963, the Rehabilitation Act of 1973, the Fair Labor Standards Act, the Walsh-Healy Public Contracts Act, Executive Orders applicable to federal contractors, applicable state employment discrimination laws, applicable state OSHA laws, applicable state and federal antitrust laws, the Occupational Safety and Health Act of 1970, the Clean Air Act, the Clear Water Act, the Rivers and Harbors Act of 1899, the Federal Insecticide, Fungicide and Rodenticide Act, the Safe Drinking Water Act, the Toxic Substances Control Act, the Resource Conservation and Recovery Act of 1976 ("RCRA"), and the Comprehensive Environmental Response, Compensation and Liability Act of 1980 and any state environmental law or regulation. With respect to the Transferred Assets and Ethyl's Employees as hereinafter defined in Section 4.12(a), Ethyl will

defend, indemnify and hold harmless G-P from any costs (including reasonable attorneys' fees), expenses, damages, liens, charges, claims, demands or liabilities whatsoever which may be asserted by any third party whomsoever arising out of or resulting from acts or omissions by Ethyl including but not limited to (a) any violation or claim of violation, whether known or unknown by Ethyl of any law, rule, regulation, statute, executive order, administrative order or ordinance as set forth above; (b) any pension, bonus, profit sharing, thrift or similar plan maintained or participated in by Ethyl covering personnel employed by Ethyl at its operations; (c) vacation time accrued or earned prior to the closing for any salaried or hourly Ethyl employees; (d) termination pay of Ethyl employees because of termination by Ethyl, or any predecessor companies up to the Closing Date; (e) group life, health and welfare insurance plan claims asserted for matters occurring prior to the Closing; (f) worker's compensation or injury claims of Ethyl employees in cases covering injuries wherein the date of accident occurs up to the Closing Date; (g) product claims in connection with products manufactured or sold by Ethyl up to the Closing Date except that such indemnity shall not apply to product claims arising as a result of acts or omissions by G-P; and (h) sales and or use taxes due or payable as a result of events occurring up to the Closing Date; (i) water discharge, air emission or disposal activities prior to the Closing Date which are associated with the Transferred Plants.

4.08 Except as disclosed in Section 4.08 of the Disclosure Schedule, the operation of the Transferred Assets are permitted under applicable zoning and land use classifications and no material adverse changes in such classifications are now pending or threatened; there are no claims, demands, suits, or governmental administrative actions pending, threatened or existing involving the Transferred Assets, which would materially and adversely affect the title to or use of the same in the operation of the business now conducted thereon.

It is understood and agreed that, with respect to any employee, union or labor agreements to which Ethyl is a party that Ethyl will be solely liable for any unfunded liabilities relating to any pension funds, any unpaid life, health and welfare insurance premiums, any unpaid union dues payable to the union(s) by Ethyl or any monetary awards arising out of any employee grievances or arbitration proceedings arising out of matters occurring prior to the Closing Date and with respect to the period prior to the Closing Date. Ethyl will defend, indemnify and hold harmless G-P from any costs (including reasonable attorneys' fees), expenses, damages, liens, charges, claims, demands or liabilities whatsoever which may be asserted by any third party whomsoever arising out of or resulting from any breach of these representations and warranties.

4.09 Except as disclosed in Section 4.09 of the Disclosure Schedule, as of the Closing Date (a) there is no order, injunction or decree of any court or governmental agency

in force or outstanding against or affecting the operation of the Transferred Assets with respect to discharges from the Transferred Plants to air or water or with respect to disposal of solid waste on or from such facilities, or affecting solid or hazardous wastes, storage, treatment or disposal on or from such facilities; and (b) permits, if any, which are necessary for all discharges to air or water from the operation of such facilities, or affecting solid or hazardous wastes, storage treatment or disposal on or from such facilities, are in force and have been complied with in all material respects by Ethyl in the operation of the Transferred Assets. Ethyl will defend, indemnify and hold harmless G-P from any costs (including reasonable attorneys' fees), expenses, damages, liens, charges, claims, demands or liabilities whatsoever which may be asserted by any third party whomsoever arising out of or resulting from any breach of these representations and warranties.

4.10 Section 4.10 of the Disclosure Schedule identifies all Contracts and Licenses having a remaining term of one year or more from the date hereof and not terminable on ninety (90) days' or less notice or which involve an obligation in excess of \$25,000.

4.11 To the best of Ethyl's knowledge, all of the Contracts and Licenses listed in Section 4.10 of the Disclosure Schedule are legally valid and binding and in full force and effect and no party is in default in any material respect

thereunder. To the best of Ethyl's knowledge, none of the rights of Ethyl under any such Contracts or Licenses will be impaired by the consummation of the transactions contemplated by this Agreement, and all of the rights of Ethyl thereunder will, to the extent the same are enforceable at the date of this Agreement by Ethyl, be enforceable by G-P after the Closing without the consent or agreement of any other party, except as described in Section 4.11 of the Disclosure Schedule.

4.12(a) All of the salaried and hourly employees employed by Ethyl at the Transferred Plants and certain salaried and hourly employees employed by Ethyl in connection with Ethyl's operations at the Technical Center ("Ethyl's Employees") are listed in Section 4.12 of the Disclosure Schedule.

(b) There are no collective bargaining agreements covering any of Ethyl's Employees except as set forth in Section 4.12 of the Disclosure Schedule.

(c) There are no contracts or agreements of employment relating to any of Ethyl's Employees.

4.13 To the best of Ethyl's knowledge, no patents, patent applications, trade names, trademarks or trademark applications are necessary to Ethyl's use and operation of the Transferred Assets, except as disclosed in Section 4.13 of the Disclosure Schedule. Ethyl has not received any notice of conflict with the asserted rights of others in connection therewith.

4.14(a) The Transferred Assets comprise all of the assets used by Ethyl at the date hereof to operate the PVC Business as contemplated hereby.

(b) EXCEPT AS MAY BE SET FORTH EXPRESSLY IN THIS AGREEMENT, ETHYL MAKES NO WARRANTY, EXPRESS OR IMPLIED, WHETHER OF MERCHANTABILITY, SUITABILITY OR FITNESS FOR A PARTICULAR PURPOSE, QUALITY, QUANTITY OR TITLE AS TO THE TRANSFERRED ASSETS, OR ANY PART THEREOF, OR AS TO THE CONDITION, WORKMANSHIP OR LOCATION THEREOF, OR THE ABSENCE OF ANY DEFECTS THEREIN, WHETHER LATENT OR PATENT, IT BEING UNDERSTOOD THAT THE TRANSFERRED ASSETS ARE TO BE CONVEYED HEREUNDER ON AN "AS IS, WHERE IS" BASIS, AND G-P SHALL RELY UPON ITS OWN EXAMINATION THEREOF.

4.15 Ethyl has filed all federal, state and local tax and information returns required to be filed with respect to the Transferred Assets. To the best of Ethyl's knowledge, except as specified in Section 4.15 of the Disclosure Schedule, all federal, state and local income and other taxes and assessments of Ethyl as to the Transferred Assets have been paid, except taxes and assessments not yet due and those being contested in good faith, all of which unpaid or contested taxes and assessments will remain obligations of Ethyl (except to the extent prorated pursuant to Section 9), and none of which unpaid or contested taxes or assessments will become a lien on the properties to be purchased by G-P hereunder.

4.16 The financial information and other materials supplied by Ethyl to G-P prior to the date hereof as set forth in Section 4.16 of the Disclosure Schedule are accurate and complete in all material respects.

4.17 Neither this Agreement, including any Exhibit hereto, nor the Disclosure Schedule or any document or certificate expressly referred to in Section 4.16 of the Disclosure Schedule contains any untrue statement of a material fact or omits to state a material fact necessary in order to make the statements contained herein or therein not misleading.

4.18(a) Except as set forth in Section 4.18 of the Disclosure Schedule, Ethyl does not have, and does not contribute to, any pension, profit-sharing, option, other incentive plan, or any other type of employee benefit plan (as defined in Section 3(3) of the Employee Retirement Security Act of 1974, as amended ("ERISA")) covering Ethyl's Employees, or have any obligation to or customary arrangement with Ethyl's Employees for bonuses, incentive compensation, vacations, severance pay, insurance or other benefits. Ethyl, at or prior to the date of this Agreement, has furnished to G-P true and correct copies of all documents evidencing all plans, obligations or arrangements disclosed in Section 4.18 of the Disclosure Schedule or summaries thereof acceptable to G-P.

(b) Except as set forth in Section 4.18 of the Disclosure Schedule, with respect to Ethyl's Employees, Ethyl

does not contribute to, maintain or otherwise have any obligation to contribute to, and prior to the date hereof has not contributed, maintained or had any obligation to contribute to, any pension plan or multiemployer plan as defined in Sections 3(2) and 3(37) of ERISA, respectively.

(c) All plans and items disclosed in Section 4.18 of the Disclosure Schedule are current and in effect as of the date hereof and Ethyl has made all premium and other payments required to be made by it thereunder.

4.19 As it relates to the Transferred Assets Ethyl is in compliance in all material respects with the provisions of ERISA.

4.20 Ethyl presently has all contracts, licenses and permits necessary for the operation of the Transferred Assets as presently operated by Ethyl and all such contracts, licenses and permits shall be transferred to G-P at the Closing except as disclosed in Section 4.20 of the Disclosure Schedule.

4.21 Prior to the Closing, Ethyl shall remove from the Transferred Plants and dispose of any hazardous wastes which have been generated at the Transferred Plants as defined under RCRA or any applicable state law.

4.22 It is expressly agreed that Ethyl will indemnify and hold harmless G-P from any costs (including reasonable attorneys' fees), expenses, damages, liens, charges, claims, demands or liabilities whatsoever which may be asserted

by any third party whomsoever arising out of or resulting from (i) the use of the premises being acquired in Delaware City for the receiving, handling, producing, distributing, and disposing of industrial and plastics chemicals prior to the Closing Date regardless of whether such use was by Ethyl or any previous owner or operator of the premises, or (ii) the waste disposal activities of Ethyl (whether on-site or off-site) at the Tiptonville Plant.

4.23 With respect to environmental matters, Ethyl does not know of any material adverse fact relating to any of the Transferred Plants that has not been disclosed to G-P.

5. Representations and Warranties by G-P. G-P hereby represents and warrants to Ethyl, and said representations and warranties shall be true as of the Closing Date and shall survive the Closing:

5.01 G-P is a corporation, duly incorporated, validly existing and in good standing under the laws of the State of Georgia.

5.02 The execution, delivery and performance of this Agreement have been duly authorized by all necessary corporate action on the part of G-P; the execution and delivery of this Agreement does not, and the consummation of the transactions contemplated hereby and compliance with the terms and conditions hereof will not, conflict with or result in a breach of the terms, conditions or provisions of or constitute a

default under the certificate of incorporation or bylaws of G-P or any contractual obligations, restrictions or commitments or any instrument or order to which G-P is a party or by which G-P is bound; and this Agreement is a valid and binding agreement of G-P.

5.03 G-P will defend, indemnify and hold harmless Ethyl from all costs (including reasonable attorneys' fees), expenses, damages, liens, charges, claims, demands or liabilities whatsoever which may be asserted by any third party whomsoever arising out of or resulting from acts of or products produced by G-P subsequent to the Closing Date and related to the Transferred Assets. G-P further agrees to so defend, indemnify and hold harmless Ethyl in the event Ethyl is named in any worker's compensation claim, suit alleging negligence causing bodily injury, property damage or personal injury as a result of an occurrence or event subsequent to the Closing Date or arising from a product produced by G-P subsequent to the Closing Date and related to the Transferred Assets. The indemnity provided to Ethyl by G-P in this Section 5.03 shall extend, without limitation, to any and all acts or omissions by G-P subsequent to the Closing if, assuming that such act(s) or omission(s) had been by Ethyl prior to the Closing, Ethyl would have been obligated to indemnify G-P pursuant to Section 4.07 hereof or any other indemnity provisions of this Agreement. Nothing in this section shall be construed to limit Ethyl's undertaking to indemnify G-P

for circumstances described in Section 4.07 hereof or any other indemnity provisions of this Agreement, nor to expand the coverage of G-P's indemnification herein to cover said circumstances. It is expressly understood and agreed by and between the parties that the indemnities in this Agreement by Ethyl of G-P and G-P of Ethyl shall be of equal dignity with neither subordinate to the other, and the notice and other arrangements in Section 12 of this Agreement concerning any claim for indemnification of G-P by Ethyl shall also apply to any claim for indemnification of Ethyl by G-P.

5.04 G-P is not involved in any action, proceeding or investigation (disclosed or undisclosed) which would prevent the transactions contemplated by this Agreement.

5.05 G-P shall furnish any employee records to Ethyl if requested by Ethyl in connection with claims made by employees against Ethyl after the Closing Date subject to the execution of a satisfactory confidentiality agreement.

5.06 G-P is purchasing the Transferred Assets at or in connection with the Delaware City Plant for purposes of operating, and intends to operate the Delaware City Plant after the Closing, as an industrial facility utilizing the existing improvements thereon (with or without modification or addition thereto).

6. Documents to be Delivered at Closing. On the Closing Date: .

6.01 Ethyl will convey to G-P the real property described in Section 1.01 herein by the form of deeds as set forth in Exhibit A, (the "Deeds") free and clear of all liens, claims, mortgages, pledges, encumbrances (except those described in Exhibit A-4) or charges except liens, if any, for current taxes not yet due and payable, which taxes will be prorated between Ethyl and G-P in accordance with Section 9 of this Agreement.

6.02 Ethyl will convey to G-P the title to all of the Transferred Equipment, the Inventory and the Capital Projects by a Bill of Sale (the "Bill of Sale") in the form of Exhibit B hereto.

6.03 Ethyl will assign to G-P and G-P will assume by appropriate instruments Ethyl's rights and obligations under the Contracts (the "Contract Assignment") in the form of Exhibit C hereto.

6.04 Ethyl will make an assignment in the form of Exhibit D hereto conveying the Technical Property and the Licenses to G-P and providing for certain obligations of G-P in connection therewith (the "Technical Property Assignment").

6.05 Ethyl and G-P will execute an Assignment and Assumption in the form of Exhibit F hereto, whereby Ethyl assigns to G-P and G-P assumes, Ethyl's rights and obligations under the

Pollution Bond Documents pursuant to the 1982 Bond Assignment (the "Pollution Bond Assignment").

6.06 Ethyl and G-P will execute an instrument for the lease of certain facilities in the Technical Center in the form of Exhibit H hereto (the "Baton Rouge Lease").

6.07 Ethyl and G-P will execute a Supply Contract in the form of Exhibit I hereto (the "Supply Contract").

6.08 Ethyl will provide such other assignments, leases, bills of sale, deeds and other instruments necessary to grant and convey to G-P title to the Transferred Assets and such other documents as reasonably may be requested by G-P.

6.09 Ethyl will cause to be delivered to G-P an Owner's Policy of Title Insurance covering the real property described in Exhibits A-1, A-2 and A-3 in the full amount of the purchase price for the real property, including buildings, structures and fixtures, issued by a title insurance company acceptable to G-P, the title insurance policy containing only the standard printed exceptions, and the exceptions on Exhibit A-4 and otherwise accepted or approved by G-P as provided in Section 7 hereinafter.

6.10 Ethyl will deliver a written assignment to G-P assigning, to the extent permitted by law, all permits and licenses issued to Ethyl by any governmental body in connection with the Transferred Assets.

6.11 Ethyl will deliver certified copies of resolutions duly adopted by the directors of Ethyl authorizing the sale of the Transferred Assets covered by this Agreement together with an opinion by counsel for Ethyl as provided in Section 18.03 hereof.

6.12 Ethyl will deliver the original documents pertaining to the patents listed in Section 4.13 of the Disclosure Schedule, in addition, any documents relating to the prosecution of any pending patent applications listed in Section 4.13 of the Disclosure Schedule.

6.13 G-P will assume by written instrument all leasehold interests and contract rights being assigned by Ethyl pursuant to this Agreement which instrument shall provide that G-P will hold Ethyl harmless from any future payments and all future obligations of performance to be made by Ethyl pursuant to such leases or contract rights but not for any past obligations of Ethyl.

6.14 G-P will deliver on the Closing Date certified copies of resolutions duly adopted by the directors of G-P authorizing the purchase of the Transferred Assets covered by this Agreement together with an opinion by counsel for G-P as provided in Section 17.03 hereof.

7. Preliminary Title Report. Not later than fifteen (15) days prior to the Closing Date, G-P shall have obtained a preliminary title report covering the real property listed in

Exhibits A-1, A-2 and A-3 issued by a title insurance company qualified to do business in the states in which the real property is located, such title insurance company to be acceptable to G-P, bearing a title date within thirty (30) days prior to the Closing, and obligating the title company to issue a customary owner's title policy guaranteeing, as of the Closing Date, the fee simple title to such parcels in Ethyl, subject only to the standard printed exceptions contained in such policy and the exceptions on Exhibit A-4 or otherwise accepted or approved by G-P as hereinafter provided (Permitted Exceptions). Title objections not qualifying as exceptions shall be disregarded and treated as accepted if they do not substantially interfere with the intended use of the real property which is as a PVC compounding plant. Should the title be subject to exceptions other than the standard printed exceptions and other exceptions contemplated hereby and G-P gives Ethyl notice of objection thereto, Ethyl shall take such steps as are necessary to remove such exceptions within thirty (30) days of notification of any reasonable objection by G-P, and the Closing Date will be suspended for such period; or G-P, at its sole discretion, may declare the Agreement to be null and void and of no further force or effect if the exceptions relate to title objections which would materially interfere with the intended use of the real property or would seriously diminish its value.

8. Prepaid Items. Prepaid items as listed in Section 8 of the Disclosure Schedule shall be reimbursed to Ethyl by G-P upon receipt of a billing therefor by G-P from Ethyl after the Closing.

9. Taxes and Additional Items. (a) Ethyl shall pay all state and local real and personal property taxes and all other annual or periodic fees, taxes or similar charges for the current year as determined by the relevant taxing or other authorities. Any such taxes or other charges for the current year shall be prorated through the Closing Date based on a 365-day year. Ethyl shall supply G-P with copies of all tax receipts and G-P will reimburse Ethyl for G-P's prorata tax share within thirty (30) days of receipt of the tax bills. Ethyl shall pay or otherwise provide for all payroll taxes and file all final federal and state payroll tax reports as of the Closing Date and advise G-P of the FICA and FUTA base carryover as of the Closing Date. Utility charges, rents, payments and other charges under the Contracts and Licenses shall be prorated as of the Closing Date and adjusted by cash settlement within thirty (30) days after Closing.

(b) Ethyl shall be responsible for the payment of all invoices and other contractual amounts due to vendors for services, supplies and materials ordered by Ethyl in the ordinary course of business prior to the Closing and on hand at the Transferred Plants or the Baton Rouge Facilities at, or received

by Ethyl prior to, the Closing Date. G-P shall assume and be responsible for the payment of all amounts due to vendors for services, supplies and materials ordered by Ethyl in the ordinary course of business prior to the Closing and received by G-P subsequent to the Closing. Invoices which include such items received before and after the Closing shall be adjusted accordingly and promptly paid by the responsible party.

(c) Ethyl shall be responsible for the payment of all invoices and other contractual amounts due to others for services or materials received by Ethyl on or prior to the Closing Date in respect of the Capital Projects. G-P shall assume and be responsible for the payment of all invoices and other contractual amounts due to others for services or materials received by G-P after the Closing Date in respect of the Capital Projects.

10. Closing Costs. Ethyl will pay for preparation of all deeds required by the transfer of the real estate hereunder. G-P will pay all costs of title insurance, title examination and certification of the real estate as required. Ethyl and G-P will share equally (i) all transfer taxes imposed upon the conveyance of the Transferred Assets hereunder; (ii) all recordation fees and/or taxes required in connection with such conveyance; (iii) any sales or use tax resulting from this sale; and (iv) all costs of all surveys of the Transferred Plants.

11. Risk of Loss.

If the Transferred Plants are damaged by fire or other casualty before the Closing Date to such extent that the damage materially impairs the operation of the location or locations damaged, then Ethyl shall immediately give notice to G-P, and upon the giving of such notice, the Closing Date shall be automatically postponed for thirty (30) days. G-P may elect within twenty (20) days of such notice to close the transaction contemplated herein with the Transferred Plants in such damaged condition and at the purchase price set forth herein minus the amount agreed upon between G-P and Ethyl to restore the Transferred Plants to their condition prior to the occurrence. In the event G-P so elects, Ethyl shall retain all rights to any insurance proceeds. Should G-P not so elect, this Agreement shall automatically terminate twenty (20) days following the occurrence of such casualty. If the Transferred Assets are damaged by fire or other casualty before the Closing Date to an extent that does not materially impair the operation of the location or locations damaged, then Ethyl shall immediately give notice to G-P and the purchase price for the assets shall be reduced by the amount agreed upon between G-P and Ethyl to restore the Transferred Plants to their condition prior to the occurrence and the transaction as described herein shall be closed as provided with Ethyl retaining any insurance proceeds.

12. Covenants of Ethyl.

12.01 Cooperation. Ethyl shall use its best efforts to cause the transactions contemplated by this Agreement to be consummated, and shall use its best efforts to obtain all consents and authorizations of third parties and to make all filings with and give all notices to third parties which may be necessary or reasonably required in order to effect the transactions contemplated hereby.

12.02 Indemnification. (a) Ethyl will defend, indemnify and hold harmless G-P from all costs (including reasonable attorneys' fees), expenses, damages, liens, charges, claims, demands or liabilities whatsoever which may be asserted by any third party whomsoever arising out of or resulting from acts or omissions of, or products sold by, Ethyl prior to the Closing Date. Ethyl further agrees to so defend, indemnify and hold harmless G-P in the event G-P is named in any suit alleging negligence, breach of warranty or strict liability caused by bodily injury, property damage or personal injury as a result of an occurrence, act, omission or event prior to the Closing Date.

(b) After G-P receives any notice, or otherwise learns of the commencement of any action, suit or proceeding against it or any officer of G-P learns of the threat thereof, with respect to any Event of Indemnification as set forth herein or in Sections 4.07, 4.08, 4.09, and 4.22 of this Agreement, if G-P elects to make a claim with respect thereto against Ethyl

hereunder or in Sections 4.07, 4.08, 4.09, and 4.22 of this Agreement (referred to herein as a "Claim"), G-P shall notify Ethyl in writing of the Claim at the address for notices provided for below within fifteen working days after G-P receives any such notice or otherwise learns of such commencement or threat. Such notice shall set forth in reasonable detail all information known to G-P as to the Claim, and is referred to herein as the "Indemnification Notice."

(c) Upon receipt by Ethyl of the Indemnification Notice, Ethyl shall have the responsibility of contesting, defending, litigating or settling any matter in respect of which indemnification is claimed, and all expenses (including without limitation, attorneys' fees) incurred in connection therewith shall be paid by Ethyl. G-P shall have the right to be represented by counsel at its own expense in any such contest, defense, litigation or settlement, and Ethyl shall not be liable for any expense or legal fees incurred by G-P in any such participation. Ethyl shall have the exclusive right, in its discretion exercised in good faith and upon the advice of counsel, to settle any such matter, either before or after the initiation of litigation, at such time and upon such terms as they deem fair and reasonable, provided that Ethyl except with the consent of G-P, shall not consent to entry of judgment or enter into any settlement which does not result in or include as an unconditional term thereof the giving by the claimant to G-P of a release from all liability with respect to such matter.

12.03 Operation of Business Until Closing. Ethyl covenants and agrees that, with respect to the Transferred Assets, from the date hereof to the Closing Date, Ethyl will:

(a) operate its business only in the ordinary course;

(b) use reasonable efforts to preserve its business organization, to keep available the services of its employees and to preserve its relationships with suppliers, jobbers, customers, distributors and others having business dealings with it;

(c) maintain the Transferred Assets in customary repair, order and condition, except for reasonable wear and use and damage by fire or other casualty;

(d) maintain its books of account and records in accordance with its usual methodology and practices on a consistent basis;

(e) not sell or dispose of any of the Transferred Assets, except Inventory;

(f) not amend or voluntarily terminate any of the Contracts and Licenses disclosed in Section 4.10 of the Disclosure Schedule and perform in all material respects its obligations under such Contracts and Licenses;

(g) not enter into any Contracts or Licenses of the types disclosed in Section 4.10 of the Disclosure Schedule without G-P's prior consent, which shall not be unreasonably withheld; and

(h) promptly notify G-P in writing of any material adverse change in the Transferred Assets.

12.04 Right of Inspection. Subject to the terms of a confidentiality agreement between Ethyl and G-P dated January 21, 1983 (the "Confidentiality Agreement"), Ethyl shall give G-P and its officers, employees, attorneys and agents the right, during normal business hours and after prior notice to Ethyl, to inspect the Transferred Assets and the books, documents and records of Ethyl relating thereto, provided that a representative or representatives of Ethyl shall accompany G-P and any such persons during any physical examination thereof. Ethyl agrees to furnish all such information relating to the Transferred Assets as G-P reasonably may request and to consult with the officers, employees, attorneys and agents of G-P for the purpose of determining the accuracy of Ethyl's representations and warranties made herein.

12.05 Additional Actions. After the Closing, upon request from time to time, Ethyl shall execute and deliver all documents, make all truthful oaths, testify in any proceedings and perform all other acts that may be requested by G-P and reasonably necessary to perfect the title of G-P to the Transferred Assets, all without further consideration, but at the expense of G-P unless arising out of a default of Ethyl in its representations or performance of its obligations hereunder.

13. Covenants of G-P.

13.01 Cooperation. G-P will use its best efforts to cause the transactions contemplated by this Agreement to be consummated and will use its best efforts to obtain all consents and authorizations of parties and to make all filings with and give all notices to third parties which may be necessary or reasonably required in order to effect the transactions contemplated hereby.

13.02 Access to Records. G-P will preserve for a reasonable length of time after the Closing all books and records included in the Transferred Assets and will give Ethyl the right, during normal business hours, to inspect the same and make copies thereof for all reasonable purposes.

13.03 Inspection of Transferred Assets. In the exercise of its rights pursuant to Section 12.04,

(a) G-P will act at its own risk and observe and protect any rights of third parties in the Transferred Assets such as, without limitation, those pertaining to any rights of way for utility lines, pipelines, roads or other similar types of rights-of-way and rights of third parties pursuant to the Contracts and Licenses listed in Section 4.10 of the Disclosure Schedule;

(b) G-P will comply in all material respects with all applicable federal, state and local laws, rules and regulations of which G-P has knowledge.

(c) G-P will indemnify and save harmless Ethyl from all costs (including reasonable attorneys' fees), expenses, damages, liens, charges, claims, demands or liabilities whatsoever arising out of or resulting from acts or omissions by G-P, its agents, servants or employees in the exercise by or on behalf of G-P of its rights of inspection set forth in and contemplated by this Section 13.03, together with any claims by any agents, servants or employees of G-P with respect to any such inspection unless such claim results from gross negligence or intentional tort of Ethyl.

13.04 Removal of Trademarks. As soon as practicable after the Closing, G-P agrees to delete, remove or otherwise obliterate all trade names and trademarks of Ethyl from the Transferred Assets acquired hereunder listed on Exhibit E hereto or involving the name "Ethyl."

13.05 Removal of Baton Rouge Equipment. Within sixty (60) days after the Closing, G-P shall remove the Baton Rouge Equipment and any Inventory from the Baton Rouge Plant at its own risk and expense.

14. Employees.

14.01 G-P's Obligation to Offer Employment. It is the obligation of Ethyl to terminate all of its employees covered by this Agreement, giving them notice at least twenty-four (24) hours prior to the date of Closing, that their employment will be terminated and that their employment relationship with Ethyl will

end as of the date and time of Closing. G-P will offer employment following the Closing to all of Ethyl's Employees employed by Ethyl on the Closing Date, unless G-P and Ethyl mutually agree that certain of Ethyl's Employees need not be offered employment by G-P (those who accept such employment by G-P as of the Closing Date being referred to herein as "Continuing Employees"). The parties acknowledge that G-P is not required by this Agreement to assume the labor contract described in Section 14.01 of the Disclosure Schedule.

14.02 The parties agree that G-P may decide to discontinue operating the PVC Resin Plant at the Delaware City Plant and shut it down within six (6) months from the date of Closing, and as a result some or all of the employees located at the Delaware City Plant may have their employment with G-P terminated. In such an event G-P will pay severance benefits to those employees whose employment is so terminated with such benefits determined on the basis of their service with G-P, Ethyl or any predecessor company of Ethyl, ~~provided, however, a minimum~~ *100%*
~~severance benefit of two weeks salary shall be payable to each~~
~~employee so terminated.~~ Upon notification by G-P that the employees have been paid such severance benefits, Ethyl will promptly reimburse G-P for any such benefits paid to any such employees so terminated who were Ethyl's Employees in accordance with Exhibit J attached hereto up to a maximum of ~~ninety-three~~ *one hundred and three* *103*

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.. (93) such employees, with such reimbursement not to exceed the severance benefits actually paid to any such employee.

14.03 Cooperation. Ethyl shall assist G-P to effect an orderly transition from employment by Ethyl to employment by G-P of all of the Continuing Employees and shall furnish G-P information concerning the employment and service records of such individuals for payroll, pension and other purposes. G-P shall use its best efforts not to adversely affect or disrupt in any manner Ethyl's relations with its employees prior to Closing, and G-P will not encourage any employee to terminate active employment with Ethyl prior to the Closing.

14.04 Employee Benefit Plans. G-P will grant to the Continuing Employees credit for service recognized by Ethyl with Ethyl and its predecessor, Diamond Shamrock Corporation and its affiliates, for purposes of waiting periods, if any, for benefit eligibility under G-P's benefit plans, as well as credit for service recognized by Ethyl with Ethyl and its said predecessor with respect to vesting and levels of benefits under G-P's benefit plans, including vacations and holidays, but excluding accrual of benefits under G-P's pension plans or profit sharing plans. It is agreed that G-P shall not assume any obligation or liability under any of Ethyl's employee benefit plans.

14.05 No Benefits. Nothing in this Agreement, express or implied, shall confer upon any employee now or hereafter engaged in connection with the Transferred Assets, or his legal representatives, any rights or remedies of any nature

or kind whatsoever under or by reason of this Agreement, including without limitation, any rights of employment for a specified period.

14.06 Employee Patent and Confidentiality Agreements. After the Closing, Ethyl agrees that it shall not enforce its Patent and Confidentiality Agreement against any Continuing Employees as such agreement may apply to (a) any Technical Property; or (b) any information except unpublished information which is treated as confidential by Ethyl.

15. Technical Property.

15.01 Confidentiality Agreement. The Confidentiality Agreement dated January 21, 1983 shall terminate upon and as of Closing.

15.02 Ethyl's Post-Closing Obligations.

(a) Ethyl agrees that after the Closing it will keep all Technical Information and Business Information confidential, and shall not disclose it to any third party. This obligation as it pertains to Technical Information shall continue for a period of five (5) years after Closing and as it pertains to Business Information shall continue for a period of two (2) years from Closing; provided however, that Ethyl's obligations of confidentiality and nondisclosure as set forth above shall not apply to any information that Ethyl can demonstrate:

(i) was treated as public information by Ethyl prior to execution of this Agreement;

(ii) is or becomes generally available to the public without breach of this Agreement by Ethyl;

(iii) must be disclosed because of statute, governmental regulation or court order; and Ethyl agrees to notify G-P when such a request to disclose is made and to allow G-P to contest the request or otherwise protect the information that is requested;

(iv) is specific Business Information that is used in Ethyl's continuing business areas; or

(v) is specific Technical Information that pertains to Ethyl's continuing business areas.

(b) It is understood that G-P, pursuant to this Agreement and the Technical Property Assignment, will assume at Closing any confidentiality obligations of Ethyl under the Contracts or Licenses with respect to the Technical Property. However, to the extent that Ethyl retains records or other data containing information covered by such obligations(s) or retains employees who are aware of such information, Ethyl agrees to continue to treat such information in accordance with the terms and conditions of the agreement under which such particular information was disclosed to Ethyl.

16. Liabilities of Ethyl and G-P. Neither Ethyl nor G-P shall assume any liabilities or obligations of each other except as specifically provided in this Agreement.

17. Conditions Precedent to Obligations of Ethyl. The obligations of Ethyl to be performed under this Agreement at the Closing shall be subject to fulfillment on or prior to the Closing Date of the following conditions, any one or more of which may be waived by Ethyl:

17.01 The representations and warranties of G-P contained in this Agreement shall be true and correct in all material respects at the Closing as though made on the Closing; there shall have been no breach in any material respect by G-P in the performance of its agreements contained herein, and each of the agreements of G-P contained in this Agreement to be performed at or prior to the Closing shall have been duly performed; and there shall have been delivered to Ethyl a certificate to that effect dated as of the Closing and signed on behalf of G-P by an officer thereof.

17.02 All necessary governmental consents shall have been obtained for the performance of this Agreement.

17.03 Ethyl shall have received from J. Kermit Birchfield, Jr., counsel for G-P, a favorable opinion dated as of the Closing, in form and substance satisfactory to Ethyl and its counsel, to the effect that (a) G-P is a corporation duly incorporated, validly existing and in good standing under the laws of Georgia; (b) the execution, delivery and performance of this Agreement have been duly authorized by all necessary corporate action on the part of G-P; (c) neither the execution

and delivery of this Agreement nor the consummation of the transactions contemplated herein nor compliance with the terms and conditions hereof will conflict with or result in a breach of the terms, conditions or provisions of or constitute a default under the certificate of incorporation or bylaws of G-P or to the knowledge of such counsel contractual obligations, restrictions or commitments, or any instrument or order to which G-P is a party or by which G-P is bound; and (d) this Agreement is a valid and binding agreement of G-P and is enforceable in accordance with its terms, subject to bankruptcy, insolvency and other laws affecting creditors' rights generally and to the remedy of specific performance being subject to the discretion of the court before which any proceeding therefor may be brought.

17.04 All documents to be delivered to Ethyl pursuant to Section 6 of the Agreement shall have been so delivered.

17.05(a) At the time of Closing, all waiting periods required by Hart-Scott-Rodino shall have expired.

(b) No suit shall be pending or threatened on the Closing Date in which a governmental agency is seeking to enjoin the consummation of the transactions contemplated by this Agreement.

18. Conditions Precedent to Obligations of G-P. The obligations of G-P to be performed under this Agreement at the Closing shall be subject to fulfillment on or prior to the

Closing of the following conditions, any one or more of which may be waived by G-P:

18.01 The representations and warranties of Ethyl contained in this Agreement shall be true and correct in all material respects at the Closing as though made on the Closing; there shall have been no breach in any material respect by Ethyl in the performance of agreements contained in this Agreement, and each of the agreements of Ethyl contained in this Agreement, to be performed at or prior to the Closing shall have been duly performed; and there shall have been delivered to G-P a certificate to that effect dated as of the Closing and signed on behalf of Ethyl by an officer thereof.

18.02(a) At the time of Closing, all waiting periods required by Hart-Scott-Rodino shall have expired.

(b) No suit shall be pending or threatened on the Closing Date in which a governmental agency is seeking to enjoin the consummation of the transactions contemplated by this Agreement.

18.03 G-P shall have received from counsel for Ethyl, a favorable opinion dated as of the Closing, in form and substance satisfactory to G-P and its counsel, to the effect that (a) Ethyl is a corporation duly incorporated, validly existing and in good standing under the laws of Virginia; (b) the execution, delivery and performance of this Agreement has been duly authorized by all necessary corporate action on the part of

Ethyl; and (c) neither the execution and delivery of this Agreement nor the consummation of the transactions contemplated herein nor compliance with the terms and conditions hereof will conflict with or result in a breach of the terms, conditions or provision of or constitute a default under the articles of incorporation or bylaws of Ethyl or, to the knowledge of such counsel, any contractual obligations, restrictions or commitments, instrument or order to which Ethyl is a party or by which Ethyl is bound; and (d) this Agreement is a valid and binding agreement of Ethyl enforceable in accordance with its terms, subject to bankruptcy, insolvency and other laws affecting creditors' rights generally and to the remedy of specific performance being subject to the discretion of the court before which any proceeding therefor may be brought.

18.04 G-P has received the title policies to be delivered at Closing or oral or written unconditional commitments from each title company to issue as of the Closing Date its owner's title insurance policy insuring good and marketable fee simple title in the real estate to be sold hereunder in G-P as provided in Section 6.09.

18.05 All documents to be delivered to G-P pursuant to Section 6 of the Agreement shall have been so delivered and all consents necessary to transfer the Transferred Assets shall have been obtained in the opinion of G-P and its Counsel.

19. Survival of Representations and Warranties. All covenants, agreements, representations and warranties of G-P and of Ethyl under this Agreement shall survive the Closing, the transfer of the Transferred Assets, and any investigations made by or on behalf of G-P or Ethyl at any time.

20. Government Delays. In the event that any governmental agency commences any suit in any court or before any other governmental agency to enjoin the consummation of the transactions contemplated by this Agreement, each party will make a good faith and diligent attempt to resolve such suit so as to permit the Closing to proceed.

21. Termination. This Agreement and the transactions contemplated by this Agreement may be terminated at any time (a) by action of the Executive Committee of G-P in the event of a failure of a condition set forth in Section 18, (b) by action of the Executive Committee of Ethyl in the event of a failure of a condition set forth in Section 17, or (c) by mutual agreement of G-P and Ethyl. If this Agreement shall be terminated as provided in this Section 21, then all covenants, agreements, representations and warranties, all obligations of any kind, contained in this Agreement (except the provisions of Section 13.03) or made in writing in connection herewith (except the Confidentiality Agreement), and all liabilities of Ethyl and G-P or any director, officer or shareholder thereof in respect hereof, shall terminate and be extinguished as of such

termination (except for the exceptions hereinabove for the provisions of Section 13.03 and for the Confidentiality Agreement), and provided that if this Agreement is terminated by Ethyl due to a deliberate misrepresentation by G-P or G-P's willful failure to perform its obligations hereunder, or if this Agreement is terminated by G-P due to a deliberate misrepresentation by Ethyl or Ethyl's willful failure to perform its obligations hereunder, the terminating party shall retain all remedies available to it at law or in equity.

22. Bulk Sales Laws. G-P hereby waives compliance by Ethyl with the provisions of the Uniform Commercial Code and other laws relating to the bulk transfer of property. Ethyl hereby agrees that it shall be responsible for, and shall pay or otherwise discharge, all claims or liabilities asserted against Ethyl or G-P or the Transferred Assets by reason of failure to comply with such laws.

23. Press Release. No press release, public announcement or other public communication relating to the transactions contemplated by and provided for in this Agreement shall be made or issued by or on behalf of either party, without the prior approval of the other party and the parties shall cooperate with each other in the preparation and release of an appropriate public announcement and communications with customers in connection with the Closing.

24. Miscellaneous.

24.01 All documents reasonably necessary or proper to carry out the intent and provisions hereof shall be in a form mutually satisfactory to each party's counsel. After the Closing Date, each party will execute such documents as may reasonably be requested by the other party to further carry out the provisions and intent of this Agreement.

24.02 Any written notice required or contemplated hereunder shall be deemed delivered when personally served or five (5) days after the date it is placed in the United States Mail with first-class, certified mail postage fully prepaid and addressed to the parties as follows:

Georgia-Pacific Corporation
133 Peachtree Street, N.E.
Atlanta, Georgia 30303
Attention: Senior Vice President - Chemicals

Ethyl Corporation
P. O. Box 2189
Richmond, Virginia 23217
Attention: C. R. Hailey
Senior Vice President

24.03 All of the terms, covenants, representations, warranties and conditions of this Agreement shall be binding upon, and inure to the benefit of and be enforceable by, the parties hereto and their respective successors, assigns, and other legal representatives, but this Agreement and the rights and obligations hereunder shall not be assigned by either party without the prior written consent of the other party.

24.04 Entire Agreement. This Agreement, which includes the Exhibits and the Disclosure Schedule, constitutes the entire agreement among the parties in respect of the transactions contemplated hereby and supersedes all prior agreements, arrangements and undertakings relating to the subject matter hereof. No covenant or condition not expressed in this Agreement shall affect or be effective to interpret, change or restrict this Agreement. This Agreement may be amended only by a writing specifically amending the Agreement and signed by all of the parties hereto. Neither this Agreement nor its execution has been induced by any representation, stipulation, warranty, agreement or understanding of any kind other than as expressly set forth herein.

24.05(a) Nothing in this Agreement, express or implied, is intended to confer upon any person other than the parties hereto and their heirs and assigns, any rights or remedies under or by reason of this Agreement.

(b) Each party hereto (i) represents and warrants that all negotiations relative to this Agreement and the transactions herein contemplated have been carried on without the intervention of any other person in such a manner as to give rise to any valid claim against such person for a finder's fee, brokerage commission, or like payment and (ii) agrees to indemnify and hold harmless the other party hereto from and

against any loss, cost, claim, damage or expense (including attorneys' fees) incurred by or imposed on such other party as a result of the breach of such representation and warranty.

24.06 This Agreement may be executed in any number of counterparts, each of which shall be an original, but such counterparts together shall constitute one and the same instrument.

24.07 Titles or captions of paragraphs contained in this Agreement are inserted only as a matter of convenience and for reference, and in no way define, limit, extend or describe the scope of this Agreement or the intent of any provision thereof.

24.08 This Agreement may not be amended or modified, or any of the terms, covenants, representations, warranties or conditions hereof waived, except by written instrument executed by the parties or, in the case of a waiver, by the party waiving compliance. The failure of any party at any time or times to require performance of any provision of this Agreement shall in no manner affect the right at a later time to enforce the same. No waiver by any party of any condition, or of the breach of any provision, term, covenant, representation or warranty contained in this Agreement, in any one or more instances, shall be construed as a further or continuing waiver of any such condition or of the breach of any other provision, term, covenant, representation or warranty of this Agreement.

25. Notwithstanding anything contained herein to the contrary, if the transaction contemplated herein is not consummated on or before December 30, 1983, then this Agreement is null and void.

26. The parties agree with respect to any indemnification provided for herein that they will waive any individual claim for indemnification of less than _____ unless or until such claims exceed _____ in the aggregate. All individual claims in excess of _____ may be asserted pursuant to the indemnification provisions of this Agreement without regard to any other requirement for an aggregate threshold amount.

IN WITNESS WHEREOF, the parties have each executed and delivered this Agreement under seal, effective as of the date first above written.

ETHYL CORPORATION

By C. R. Haulby
Its Senior Vice-President

ATTEST:

Assistant Secretary

GEORGIA-PACIFIC CORPORATION

By W. H. Blythe
Its Vice-President

ATTEST:

Emmett E. East
Assistant Secretary

25. Notwithstanding anything contained herein to the contrary, if the transaction contemplated herein is not consummated on or before December 30, 1983, then this Agreement is null and void.

26. The parties agree with respect to any indemnification provided for herein that they will waive any individual claim for indemnification of less than _____ inless or until such claims exceed _____ in the aggregate. All individual claims in excess of _____ may be asserted pursuant to the indemnification provisions of this Agreement without regard to any other requirement for an aggregate threshold amount.

IN WITNESS WHEREOF, the parties have each executed and delivered this Agreement under seal, effective as of the date first above written.

ETHYL CORPORATION

By

C. R. Hailey

Its

Senior Vice - President

ATTEST:

[Signature]
Assistant Secretary

GEORGIA-PACIFIC CORPORATION

By

[Signature]

Its

Vice - President

ATTEST:

Ernest E. East
Assistant Secretary