



STATE OF LOUISIANA,
PARISH OF EAST BATON ROUGE.

THIS AGREEMENT, made and entered into this 12th day of June,
1948, by and between

-----ETHEL CORPORATION-----

a Delaware corporation, with its principal office in the City of New York, State
of New York, but authorized to do and doing business in the State of Louisiana,
herein represented by J. H. Schaefer, its Vice President, duly authorized hereto,
(hereinafter sometimes called the "Owner"), and

-----CALDWELL & McCANN-----

a commercial partnership composed of George A. Caldwell and F. X. McCann, both
residents of the full age of majority of the Parish of East Baton Rouge, State of
Louisiana, (hereinafter sometimes called the "Contractor"), and

-----STANDARD ACCIDENT INSURANCE COMPANY-----

a Michigan corporation, with its domicile in the City of Detroit, said state, but
authorized to do and doing business in the State of Louisiana, herein represented
by Percy E. Roberts, its agent and attorney in fact under and by virtue of a
power of attorney dated the 9th day of June, 1948, a
certified copy of which is attached to the first original counterpart hereof, and
by reference made a part of this agreement, (hereinafter sometimes called the
"Surety"),

W I T N E S S E T H:

That the Owner and the Contractor and the Surety, for the consideration
hereinafter named, and upon the terms and conditions herein expressed, agree and
bind and obligate themselves as follows:

ARTICLE I.

The Contractor agrees to furnish and provide all materials and do and
perform all the work shown on the drawings and described in the specifications
prepared by Bodman and Murrell, acting as and in these documents entitled the
"Architects", and do everything required by the drawings, the specifications,
Bulletin No. 1 dated May 20, 1948, and the General Conditions of the Contract,

and to make, build, erect, finish and deliver in a true and thoroughly workman-like manner a two-story building to be known as "T.E.L. Change House No. 3", on the following described property, to-wit:

A tract or parcel of land situated in the Third Ward of the Parish of East Baton Rouge, State of Louisiana, in Sections 37, 38, 40, 41 and 42 of Township Six South, Range One West (T-6-S, R-1-W), Greensburg Land District of Louisiana, bounded on the north by Montecino Bayou, and on the east by the right of way of the Louisiana and Arkansas Railroad Company, on the south by lands of Gulf States Utilities Company and on the west by the right of way of the Yazoo and Mississippi Valley Railroad Company; being the same property acquired by the Owner as per act of record in Book 323, Folio 358 of the Conveyance Records of the said Parish of East Baton Rouge, Louisiana.

ARTICLE II.

The work under this contract shall commence on the 25th day of June, 1948, and shall be finished and completed on or before the 18th day of December, 1948.

ARTICLE III.

The work shall be done under the personal supervision and to the entire satisfaction of the Owner and its Architects, Bodman and Murrell, of Baton Rouge, Louisiana, or such other Architect as might hereafter be designated by the Owner.

ARTICLE IV.

The Owner agrees to pay the Contractor in current funds for the performance of this contract the sum of One Hundred Ninety-four Thousand, Four Hundred Dollars (\$194,400.00), and to make payments on account as follows:

On the 10th day of August, 1948, and on the 10th day of each successive month thereafter ninety (90%) per cent of the value, proportionate to the amount of contract, of labor and materials incorporated in the work, and acceptable, suitable and necessary materials delivered and suitably stored on the site as estimated by the Architects, less the aggregate amount of previous payments; and upon completion and acceptance of the work a sum sufficient to increase the total payments to ninety (90%) per cent of the contract price hereinabove stated.

The remaining ten (10%) per cent shall be retained as the last payment and shall be made thirty-one (31) days after the entire work shall have been completed,

and accepted by the Owner, and the original acceptance recorded in the mortgage records of the Parish of East Baton Rouge, State of Louisiana, and after all materials and rubbish belonging to and furnished by the Contractor and which are of no further use to the Owner, have been removed from the premises, and the Contractor shall have furnished the Owner with a certificate signed and sealed by the Clerk and Recorder for the said Parish of East Baton Rouge to the effect that the Owner has filed and registered, according to law, in the mortgage records of said parish, a notice of its acceptance of the work done by the Contractor under the terms of this contract and that thirty (30) days have elapsed since the registry of said notice of acceptance by the Owner, and that no liens or privileges have been filed for record with the Clerk and Recorder, or recorded in the mortgage records of said parish against said property, or against the said Contractor growing out or on account of the execution of this contract, and that said official has cancelled and erased from the mortgage records of the Parish of East Baton Rouge all inscriptions created by or resulting from the recordation of this contract.

ARTICLE V.

The Owner may, at its discretion, refuse to make any payments to the Contractor hereunder if any lien or liens for labor, material or other work are recorded against said property or against said Contractor in connection with its work hereunder until the same have been cancelled and erased from the public records of the Parish of East Baton Rouge; and before the issuance of a final certificate the Contractor shall submit evidence satisfactory to the Architects that all pay rolls, materials, bills and other indebtedness connected with the work have been paid or satisfied.

ARTICLE VI.

The Contractor and the Owner agree that the drawings, the specifications, Bulletin No. 1 dated May 20, 1948 and the General Conditions of the Contract, together with this agreement, form the contract, and that they are as fully a part of this contract as if hereunto attached and herein repeated, which drawings, specifications, bulletin and General Conditions of the Contract have been dated the date hereof and signed by the parties hereto for identification herewith.

The drawings consist of Sheets 1 through 4, inclusive, Sheets S-1 through S-3, inclusive, Sheets M-1 through M-6, inclusive, and Sheets E-1 and E-2, inclusive, respectively. The specifications consist of the General Contract Specifica-

tions, pages 1 through 54, inclusive, Mechanical Work Specifications, pages M-1 through M-23, inclusive, Electrical Work Specifications, pages E-1 through E-7, inclusive. Bulletin No. 1 dated May 20, 1948 consists of pages B-1 through B-4, inclusive. The General Conditions of the Contract consist of pages 1 through 22, inclusive.

The said specifications and drawings are entitled "Specifications for T.E.L. Change House No. 3 for Ethyl Plant, North Baton Rouge, Louisiana, Ethyl Corporation, Owner".

ARTICLE VII.

Should there be any conflict between the drawings, the specifications, Bulletin No. 1 dated May 20, 1948, and the General Conditions of the Contract, this agreement shall prevail.

ARTICLE VIII.

The Owner and the Architects shall at all times have the right of access to the aforesaid building during construction, for the purpose of examination and inspection to ascertain whether the work being done by the Contractor complies in materials and workmanship with the requirements of the contract, but notwithstanding the payment of installments the said building shall remain in the exclusive possession and control, and shall be at the sole risk of the Contractor until fully completed and accepted by the Owner in writing, or until the termination of this contract as herein provided.

ARTICLE IX.

The Contractor agrees to indemnify and hold harmless the Owner against any loss or damage to persons or property as a result of operations growing out of the performance of this contract caused by the negligence or carelessness of the Contractor, its employees, subcontractors, truckmen, workmen, laborers, mechanics, furnishers of supplies and materials, and licensees.

ARTICLE X.

Should the Contractor fail to furnish and complete the work within the time herein agreed upon, it shall forfeit and pay to the Owner as liquidated damages the sum of Ten Dollars (\$10.00) per day for each and every day thereafter the work shall remain unfinished, delays caused by war, riots or other unavoidable

casualties beyond the Contractor's control, or by delay authorized by the Architects for any cause which the Architects shall decide justifies the delay, excepted, and provided that should the Owner cause the Contractor any delay in the execution of the contract, the Owner shall thereafter allow the Contractor one day's extension for each day of delay occasioned by it, time being the essence of the contract. It shall be the duty of the Contractor to notify the Architects in writing of the fact of its having been delayed within seven (7) days after each and every delay, and the Contractor's failure so to do, shall operate to deprive it of the right to claim any such delay.

It is especially agreed and understood that it shall not be necessary for the Owner or its Architects to put the Contractor in default in order to be entitled to collect the liquidated damages in the sum of Ten Dollars (\$10.00) per day herein fixed and agreed upon to be paid by the Contractor to the Owner for each and every day that the work remains unfinished after the time herein agreed upon for the completion thereof, and the Contractor hereby expressly waives all demands and putting into default.

ARTICLE XI.

In case it should ever become necessary for the Owner to employ an attorney at law in order to enforce any obligations undertaken by the Contractor by concursus proceedings, or otherwise, the Contractor agrees to pay a reasonable sum to the attorney or attorneys so employed by the Owner, which fee shall be not less than ten (10%) per cent, nor more than twenty (20%) per cent of the amount involved in the controversy.

ARTICLE XII.

Should the Contractor become insolvent or apply to a bankruptcy court to be adjudged a voluntary bankrupt, or proceedings be instituted against the Contractor to have it adjudged an involuntary bankrupt, or proceedings be taken against the Contractor looking to the appointment of a receiver or syndic, or any proceedings be instituted for the seizure and sale of the property used and employed by the Contractor in the execution of the contract, or should the Contractor abandon said work or for any reason fail, refuse or neglect to prosecute the same with all due diligence, dispatch and efficiency, the Owner shall have the right, at the Owner's option, upon three (3) days' notice, in writing, to the Contractor, to take over said work and complete the same at the cost of the Contractor and the Contractor's Surety.

ARTICLE XIII.

The Contractor shall at all times during the prosecution of said work, at its own cost and expense, fully protect itself against loss or liability by carrying workmen's compensation, public liability, automobile and fire insurance, etc. with responsible insurance companies authorized to do business in Louisiana, and acceptable to the Owner, against all hazards and risks to which it might be subjected in connection with the work herein undertaken, and without limiting the generality hereof, the Contractor shall carry:

(a) Workmen's Compensation Insurance for full coverage and protection under the laws of the State of Louisiana.

(b) Comprehensive General Liability: The Contractor shall take out, maintain and keep in force public liability and property damage insurance to cover any claim that might arise from the operations under this contract. Such insurance shall be for an amount of not less than One Hundred Thousand Dollars (\$100,000.00) to cover injury or death of one person, and not less than Five Hundred Thousand Dollars (\$500,000.00) to cover all persons sustaining injury or death as a result of one accident, and not less than One Hundred Thousand Dollars (\$100,000.00) to cover loss or damage to property resulting from one accident.

(c) Automobile and other motor vehicles (if any are used in connection with the Contract): Contractor shall take out, maintain and keep in force, during the performance of the work specified in this agreement, such public liability and property damage insurance as shall protect it from any and all claims for personal injury, including death, as well as claims for property damage which may arise from the operation of motor vehicles in the performance of the work under the contract. The amount of such insurance shall not be less than One Hundred Thousand Dollars (\$100,000.00) for injury, including death to any one person, and not less than Five Hundred Thousand Dollars (\$500,000.00) as a result of one accident, and property damage shall be in an amount not less than Fifty Thousand Dollars (\$50,000.00) for any one accident.

(d) The contractor shall take out, maintain and keep in force insurance against any and all loss and/or damage by fire, windstorm, hail, explosion, riot

and riot attending strike, falling aircraft, motor and other vehicle, smoke and smudge and loss of use of the structure on which the work specified in this contract is to be done.

Prior to the commencement of the work herein specified, and notwithstanding any of the provisions contained in the aforesaid specifications, the Contractor shall have its insurance carrier or carriers furnish Ethyl Corporation, at its office at 405 Lexington Avenue, New York 17, New York, attention of Mr. J. S. Southwick, duplicate originals or certified copies of all insurance policies issued in connection with this contract, which policies shall be issued to the Contractor and/or the Owner, as their interests may appear, together with certificates certifying to the Owner that all of said insurance is in force, and that said insurance will not be cancelled or otherwise changed or modified while the work specified in this agreement is in progress without ten (10) days' written notice in advance of such cancellation to the Owner, and provided further that the insurer shall not by said cancellation, change or modification be relieved of any liability which might have accrued on any such policy or policies up to the time of said cancellation, change or modification.

The word "accident" wherever it appears in any public liability policy (except automobile policies) as herein provided for is to be eliminated, and the word "occurrence" substituted therefor.

ARTICLE XIV.

The Contractor hereby assumes full responsibility for the payment of all State taxes, sales use tax and taxes for unemployment compensation as to all employees engaged by the Contractor in the performance of this contract, and the Contractor agrees that it will take immediate steps to qualify as an employing unit subject to the Louisiana Unemployment Compensation Law in the event that it engages any employee in the State of Louisiana to assist in the performance of this contract; and the Contractor further assumes full responsibility for the collection and payment of all taxes that may become due under the Federal Insurance Contributions Act, the Federal Unemployment Tax Act and the Withholding of Tax on wages imposed by the individual Income Tax Act of 1944.

ARTICLE XV.

And the said Standard Accident Insurance Company, Surety, binds and obligates itself, as Surety for said Contractor, unto the Owner and to all subcontractors, truckmen, workmen, laborers, mechanics, furnishers of materials, machinery and fixtures, as their interests may appear, for the true and faithful performance of this contract and the payment of all subcontractors, truckmen, cartmen, laborers, mechanics and furnishers of materials, machinery and fixtures up to the sum of One Hundred Ninety-four Thousand, Four Hundred Dollars (\$194,400.00), it being the purpose of this bond to protect all parties' interests in this contract as their interests may appear, the said Surety standing in the place of the defaulting Contractor, as provided by the laws of the State of Louisiana.

ARTICLE XVI.

Any attorney's fees connected with the enforcement of this contract shall be a charge against the Surety, as well as the Contractor, as shall also be the cost of cancellation of all liens and privileges; and, in addition to the amount of the foregoing bond, the said Surety shall be liable for all costs, charges, expenses, and attorney's fees incurred in any concursus or any other legal proceeding made necessary by the failure of the Contractor to faithfully comply with the foregoing contract, said attorney's fees to be reasonable and not less than ten (10%) per cent, nor more than twenty (20%) per cent of the amount involved in the controversy.

ARTICLE XVII.

It is understood and agreed that any changes or alterations which may be made in the terms of the contract or in the work to be done under it, or the giving by the Owner of any extension of time for the performance of the contract or any other forbearance on the part of either the Contractor or the Owner to the other shall not in any way release the Contractor and the Surety, or either of them, their successors or assigns, from their liability hereunder, notice to the Surety of any such changes and/or alterations, extensions or forbearances being hereby expressly waived and anticipated payments being hereby expressly consented to.

ARTICLE XVIII.

All the agreements herein contained, and all the obligations herein assumed shall inure to the benefit of and be binding upon the successors and assigns of the respective parties hereto.

IN TESTIMONY WHEREOF, the parties hereto have hereunto executed this agreement, in quadruplicate, in the presence of the undersigned competent witnesses, on the day, month and year first above written.

WITNESSES AS TO OWNER:

Euphrosyne

Rosemary A. Moore

ETHYL CORPORATION,

By J. J. [Signature]
Vice President.

approved
Corporate
officer

OWNER.

WITNESSES AS TO CONTRACTOR:

Eleanor Ellis

Ruby McCann

CALDWELL & McCANN,

By George Caldwell

By F. X. McCann

CONTRACTOR.

WITNESSES AS TO SURETY:

Francis [Signature]

John S. [Signature]

STANDARD ACCIDENT INSURANCE COMPANY,

By [Signature]
Agent and Attorney in Fact.

SURETY.