

**PLAINTIFF'S
EXHIBIT**

ETCO-430

Mrs. Esther L. Pierce

New York

C. A. Kyle

Baton Rouge

**Nichols Construction Corporation -
Chlorinated Solvents Production Facilities**

June 10, 1964

**Executed copy of referenced contract is enclosed for
your files. Conformed copies are being forwarded to:**

**W. F. Armstrong
A. C. Burdick ✓
R. H. Cowlshaw
J. M. Gill
G. O. Hayes
R. Herzog
G. F. Kirby
W. K. Ferdue, Jr.
F. F. Warner**

*cc TBR
GSR
+ P.B.*

C. A. Kyle

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**CAK:ajh
Encl.**

THIS AGREEMENT made this _____ day of _____, 1964
by and between Nichols Construction Corporation, General Contractor, herein
represented by Bert S. Turner, its President (hereinafter called the "Contractor"),
and ETHYL CORPORATION, herein represented by A. C. Burdick, Jr., its Chief
Engineer, (hereinafter called the "Owner"),

WITNESSETH

That the Contractor and the Owner for the consideration hereinafter
named agree as follows:

ARTICLE 1. SCOPE OF THE WORK

The Contractor shall furnish all of the materials, equipment and
supplies except such as owner will furnish, and perform all of the work shown on
the drawings and described in the Specifications entitled "Specifications for
Chlorinated Solvents Production Facilities, Ethyl Corporation, Problem 45601,
Project B-2995," dated April 17, 1964, as amended by Addendum No. 1 dated
April 22, 1964 as well as Change Order No. 1 dated May 13, 1964, and shall
do everything required by this agreement, the General and Special Conditions
of the Specifications as revised by Addendum No. 1 and the drawings. All work
shall be done in a good and workmanlike manner and to the satisfaction of the
Owner.

The Engineer referred to in the Specifications shall be the Construction
Coordinator or such other representative as the Owner shall at any time hereafter
designate by written notice to the Contractor.

The said work is to be done at the Baton Rouge manufacturing plant of the Ethyl Corporation.

ARTICLE 2. TIME OF COMPLETION

The work to be performed under this contract shall be commenced immediately and shall be completed within nineteen (19) calendar weeks after the work is begun.

ARTICLE 3. THE CONTRACT PRICE

The Owner shall pay the Contractor for the performance of this contract, subject to the additions and deductions provided therein, in current funds, the sum of Two Hundred Ninety-Five Thousand Eight Hundred Seventy Dollars (\$295,870.00), which sum is the total of contractor's original bid plus contractor's bid on the work involved in Addendum No. 1 and Change Order No. 1 hereinafter referred to in Article 6 hereof plus the cost of Performance Bond hereinafter referred to in Article 7 hereof.

ARTICLE 4. ADDITIONS AND DEDUCTIONS FROM CONTRACT

In determining the value of extra work of making changes by altering, adding to or deducting from the work, it is expressly understood and agreed that in no case shall the Contractor receive more than fifteen percent (15%) for insurance, overhead and profit. Where said work involves work actually performed or to be performed by the Contractor, the Contractor shall receive his actual cost plus fifteen percent (15%) for insurance, overhead and profit. Where said work involves work actually performed or to be performed by the sub-contractor, the Contractor shall receive (1) the cost to the sub-contractor, which includes the sub-contractor's insurance, overhead and profit, plus (2) a fixed fee not to exceed

five percent (5%). In the event it is agreed that the value of extra work is determined on a cost and percentage or a cost and fixed fee basis, the Contractor shall keep separate records, which shall be subject to audit by Owner, of all work performed on such basis and all invoices therefor shall be supported by certified payrolls, receipted bills and such other documents as Owner may require.

ARTICLE 5. ACCEPTANCE AND FINAL PAYMENT

Payment on account of the contract in the amount of ninety percent (90%) of the value of all labor and material will be made by the Owner as follows:

Upon receipt of written notice that the work is ready for final inspection and acceptance, the Owner's Engineer-in-Charge shall promptly make such inspection, and when he finds the work acceptable under the contract and the contract fully performed, he shall promptly issue a certificate over his own signature, stating that the work provided for in this contract has been completed and is accepted by him under the terms and conditions thereof, and that a payment in the amount of ninety percent (90%) of the value of all labor and material is due and payable to the Contractor.

Final payment shall be due thirty (30) days after the Owner accepts the work. However, before final payment is made, the Contractor, if required by the Owner, shall submit evidence satisfactory to the Owner that all payrolls, material bills and other indebtedness connected with the work, including those of the sub-contractors, have been paid.

If, after the work has been substantially completed, full completion thereof is materially delayed through no fault of the Contractor and the Owner's

Engineer-in-Charge has so certified, the Owner shall, upon receipt of said certificate and without terminating the contract, make payment of the amount due for that portion of the work fully completed and accepted. Such payment shall be made under the terms and conditions governing final payment except that it shall not constitute a waiver of claims.

ARTICLE 6. THE CONTRACT DOCUMENTS

The Invitation to Bids dated April 20, 1964, the Bid Form dated May 11, 1964, including the Secrecy Agreement and Contractor's Unit Price Schedule attached, the Drawings, including Change Order No. 1 dated May 13, 1964, and the General and Special Conditions of Specifications for Chlorinated Solvents Production Facilities, Ethyl Corporation Problem No. 4560-1, Project No. B-2995 dated April 17, 1964, as amended by Addendum No. 1 to said Specification dated April 27, 1964, together with this agreement, form the contract and they are as fully a part of this contract as if hereto attached or herein repeated. In case of conflict between this agreement and any other contract document, this agreement shall control.

ARTICLE 7. PERFORMANCE BOND

The Contractor will provide a performance bond in the amount of Fifty Thousand Dollars (\$50,000.00) provided by Fireman's Fund, 1025 South Jefferson Drive Parkway, New Orleans, Louisiana, in accordance with the General Conditions of the Specifications. The premium on the performance bond, amounting to Five Hundred Dollars (\$500.00) is for the Owner's account and has been added to the Contractor's bid and included in the total amount set forth in Article 3.

The Contractor shall cause the bond as well as the contract to be properly recorded in the office of the Recording Clerk, East Baton Rouge Parish, and shall pay the cost of recording the contract and bond as well as the cost of cancellation.

ARTICLE 8. INSURANCE

The Contractor shall comply with the insurance requirements as defined in the General Conditions of the Specifications.

ARTICLE 9. ARBITRATION

Any dispute or controversy arising between the parties hereto with respect to the performance hereunder of either shall be determined by arbitration as provided in the General Conditions of the Specifications except where such dispute or controversy may concern liability for injury or death of any person or persons or liability for damage to or destruction of property (including the loss of use thereof).

ARTICLE 10.

This Agreement shall supersede and cancel any and all previous agreements, whether oral or written, between the parties hereto, in connection with the subject-matter of this Agreement.

IN WITNESS WHEREOF, the parties hereto have executed this Agreement in multiple originals the day and year first above written.

ETHYL CORPORATION

Witnessed:

By Dwain B. White

By A. C. Burdick, Jr.
A. C. Burdick, Jr., Chief Engineer

NICHOLS CONSTRUCTION CORPORATION

Witnessed:

By E. S. Turner

By Bert S. Turner
Bert S. Turner, President