PLAINTIFF'S EXHIBIT
ETCO-48

CONTRACTUAL AGREEMENT between:

ETHYL CORPORATION: OWNER

NICHOLS CONSTRUCTION CORPORATION: CONTRACTOR

UNITED STATES OF AMERICA
STATE OF LOUISIANA
EAST BATON ROUGE PARISH

FOUNDATIONS-PAVING AND
MISCELLANEOUS SITE WORK
JOB GJ-4

THIS AGREEMENT, by and between ETHYL CORPORATION, a Virginia Corporation, herein represented by Mr. G. S. Roberts, its Chief Engineer (hereinafter called "OWNER"), and NICHOLS CONSTRUCTION CORPORATION, General Contractor, herein represented by Mr. Bert S. Turner, its President (hereinafter called the "CONTRACTOR"), whose name is affixed at the end of this AGREEMENT, shall be bound by the following terms and conditions:

ARTICLE 1. SCOPE OF THE WORK

The CONTRACTOR shall furnish all material, labor, supervision, tools, facilities, equipment, and supplies, and perform all Work described in the specifications entitled "Contract Specifications for Foundations-Paving and Miscellaneous Site Work", Job GJ-4 dated March 28, 1969, for Ethyl Job No. 70031, and shall do everything by this AGREEMENT and the above-mentioned specifications, including all implicit and accessory work, whether or not it is expressly stated, to construct these facilities at the Baton Rouge, Louisiana manufacturing plant of the ETHYL CORPORATION.

All materials required for the job shall meet specifications, unless an agreement to depart therefrom is approved in writing by the OWNER, and all work

shall be done in a good and workmanlike manner, to the satisfaction of the OWNER, and shall be in accordance with all the current and applicable codes, rules and regulations.

ARTICLE 2. TIME OF COMPLETION

The Work to be performed under this AGREEMENT shall be commenced immediately and pursued with diligence, and according to the construction schedule prepared by the CONTRACTOR and submitted with his bid dated April 14, 1969. The Work shall be completed within 40 working days, including all tie-ins, shutdown, and testing.

The CONTRACTOR agrees to expedite the work as much as possible and to review the progress of the work weekly with the OWNER in relation to the Construction Schedule. The OWNER reserves the right to question the manpower assigned to the job and if in disagreement, the CONTRACTOR shall furnish satisfactory proof in writing that the job is adequately manned to meet the schedule.

It is expressly understood that CONTRACTOR will use its best efforts at all times to schedule the work to fit any revisions to dates of delivery of OWNER furnished equipment and materials and construction drawings and otherwise to minimize the effects of all such revisions on the completion date.

The CONTRACTOR fully understands that the OWNER considers that time is of the essence in the completion of this job, and Articles 2, and 24, of the "General Conditions" are applicable and in full force in this regard as well as Sections 5 and 10 of the Contract Specifications, and other pertinent articles as applicable.

ARTICLE 3. THE CONTRACT PRICE

The OWNER shall pay the CONTRACTOR for the performance of this Contract the sum of Fifty-two Thousand Seven Hundred Fifty and No/100 Dollars, ($52,750.00) dollars, per the CONTRACTOR'S bid dated April 14, 1969.

ARTICLE 4. COMPLETION AND ACCEPTANCE OF THE WORK

The completion of the Work by the CONTRACTOR, and the acceptance of the Work by the OWNER, will be in accordance with the General Conditions, in particular Articles 5, 35, and 38, and other pertinent articles as applicable.

This AGREEMENT shall supersedeand 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 last below written.

Witnessed:

By _____
Date 4/24/69

By _____
Date _____

ETHYL CORPORATION

By G. S. Roberts
G. S. Roberts, Chief Engineer

Date 4/24/69

Witnessed:

By _____
Date 4-24-1969

By _____
Date _____

NICHOLS CONSTRUCTION CORPORATION

By Bert S. Turner
Bert S. Turner, President

Date April 24, 1969

Title President

ETHYL CORPORATION

INTER-OFFICE

To Contract File ADDRESS

FROM C. L. Simpson ADDRESS

SUBJECT GJ-4 Foundations and Paving
Nichols Construction Corp.
April 24, 1969

DATE May 6, 1969

This contract covers foundations, paving and miscellaneous site work for project GJ-4, Job No. 70031

Actually, this work is for three different projects, with the estimated break-down to be charged to these jobs as follows:

Job 70031	GJ-4	$ 34,800
Job 59271	GJ-6	16,050
Job 33002	Reactor Cleaning	1,900
		$ 52,750

A copy of this letter should be attached to every copy of the contract.

C. L. Simpson

/jd

cc: Messrs. C. E. Daviet
D. B. Crawford
V. O. Mitchell

E-09561