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February 20, 2007

Via HAND DELIVERY

Hon. Vernon A. Williams
Secretary
Surface Transportation Board
1925 K Street, N.W.
Washington, DC 20423

ENTERED
Office of Proceedings
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Federal
Public Record



RE: Finance Docket No. 34991, Koch Industries, Inc. – Continuance in Control Exemption – Moscow Camden and San Augustine Railroad LLC

Dear Secretary Williams:

Enclosed for filing in the above-captioned docket are eleven copies of a redacted public version of an Asset Purchase Agreement dated December 21, 2006 between International Paper Company, Georgia-Pacific Corporation, Georgia-Pacific Wood Products South LLC and Georgia-Pacific Holdings, LLC. The Board required the filing of a redacted version of this agreement in its February 14, 2007 decision in this docket granting Koch Industries' Motion for Protective Order. I am also enclosing a copy of the redacted Asset Purchase Agreement on CD.

I would appreciate it if you would date-stamp the additional copy of the filing provided and return it to the messenger for our files. I appreciate your attention to this matter.

Sincerely,

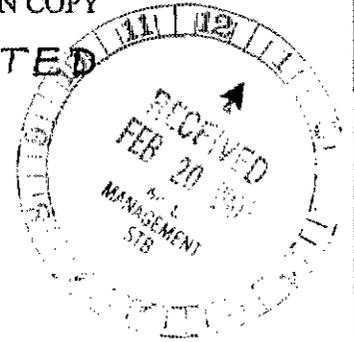
A handwritten signature in cursive script that reads "Scott Mirelson".

Scott M. Mirelson
Attorney for Koch Industries, Inc.

Encls.

EXECUTION COPY

REDACTED



ASSET PURCHASE AGREEMENT

DATED AS OF DECEMBER 21, 2006

AMONG

INTERNATIONAL PAPER COMPANY,

GEORGIA-PACIFIC CORPORATION,

GEORGIA-PACIFIC WOOD PRODUCTS SOUTH LLC

AND

GEORGIA-PACIFIC HOLDINGS, LLC

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ASSET PURCHASE AGREEMENT

This ASSET PURCHASE AGREEMENT, dated as of December 21, 2006 (this "Agreement"), is made by and among INTERNATIONAL PAPER COMPANY, a New York corporation ("Seller"), GEORGIA-PACIFIC CORPORATION, a Georgia corporation ("Buyer Parent"), GEORGIA-PACIFIC WOOD PRODUCTS SOUTH LLC, a Delaware limited liability company ("Buyer"), and GEORGIA-PACIFIC HOLDINGS, LLC, a Delaware limited liability company ("Holdings"). Capitalized terms used herein shall have the meanings assigned to such terms in the text of this Agreement or Section 8.9(h) hereof, and the locations of such definitions are referenced following the table of contents.

WHEREAS, the Seller and its affiliates, including, without limitation, Blue Sky Timber Properties, LLC and Sustainable Forests LLC (the "Selling Parties"), are engaged in the business of production and distribution in the United States of wood products and building materials through their Plywood and Complex Facilities (but excluding the operation of any facilities or assets that constitute Excluded Assets, the "Business") through an unincorporated division of Seller known as the "Wood Products Division" (the "Wood Products Division");

WHEREAS, Buyer wishes to purchase or acquire from Seller, and Seller wishes to sell, assign and transfer to Buyer, the Assets and the Business, and Buyer has agreed to assume the Assumed Liabilities, all for the purchase price and upon the terms and subject to the conditions set forth herein.

NOW, THEREFORE, in consideration of the foregoing and the representations, warranties, covenants, agreements and conditions hereinafter set forth, and intending to be legally bound hereby, the parties hereto agree as follows:

ARTICLE I

SALE AND PURCHASE OF ASSETS; ASSUMPTION OF LIABILITIES

Section 1.1 Assets.

(a) Subject to and upon the terms and conditions set forth in this Agreement, at the Closing, Seller shall, and shall cause the other Selling Parties to, sell, convey, assign, transfer and deliver, or cause to be sold, conveyed, assigned, transferred and delivered, to Buyer all of the right, title and interest of the Selling Parties in and to the properties, assets and rights (including goodwill associated therewith) used or held for use by the Selling Parties either (i) primarily in the operation of the Business to the extent located on site at the Real Property or (ii) exclusively in the operation of the Business to the extent not located on site at the Real Property, other than the Excluded Assets, as the same may exist on the Closing Date (collectively, the "Assets"), free and clear of any

Liens, except for Permitted Exceptions, including, without limitation, the assets that are described below or are specifically identified in the Schedules referred to in the following clauses:

(i) all real property owned by the Selling Parties that is specifically identified on Schedule 1.1(a)(i), together with all Improvements presently or hereafter located thereon or attached and appurtenant thereto or owned by the Selling Parties and located on any Owned Real Property, all easements, and other rights appurtenant to the foregoing (collectively, the "Owned Real Property");

(ii) all rights and interest of the Selling Parties as lessee with respect to each of the real property leases, subleases and licenses, including any personal property and equipment leased thereunder (collectively, the "Leases"), relating to the use and occupancy of the real property leased by the Selling Parties that is specifically identified on Schedule 1.1(a)(ii) (the "Leased Real Property");

(iii) (A) all machinery, tools and equipment, business machines (including all veneer, sawmill and plywood processing equipment), automobiles, trucks, tractors, locomotives, rolling stock, and other vehicles, furniture and fixtures, telephone systems and other communications equipment, spare parts, service parts, packaging and similar fixed and operating assets of the Selling Parties and (B) all computer hardware (including desktop and laptop personal computers, servers, hand held devices, telecommunications equipment, peripherals and infrastructure equipment) that, in either case, is (1) primarily used in the operation of the Business to the extent located on-site at the Real Property or (2) exclusively used in the operation of the Business to the extent not located on-site at the Real Property, other than the Excluded Assets but including in the case of (A) and (B) above those assets described on Schedule 1.1(a)(iii);

(iv) all inventories of veneers, logs, lumber, plywood and other raw materials, finished wood products and work-in-progress, residual by-products, and all inventories of fuel, lubricants, glues, chemicals, additives, and shipping and other supplies of the Selling Parties held as of the Closing Date either (1) primarily used in the operation of the Business to the extent located on-site at the Real Property or (2) exclusively used in the operation of the Business to the extent not located on-site at the Real Property, other than the Excluded Assets.

(v) all (A) patents and patent applications, (B) registered and unregistered trademarks, service marks, brand names, trade names, trade dress, logos, business and product names or other indicia of origin, Internet domain names and registrations and applications for registration thereof, uniform resource locators and internal Internet Protocol addresses, (C) inventions,

processes, designs, trade secrets, know-how, technology, inventors' certificates, confidential and proprietary technical and business information, (D) copyrights, copyright registrations and copyright applications, "moral" rights and mask work rights and (E) intellectual property and technology rights similar to any of the foregoing, including the right to enforce and recover remedies for any of the foregoing, in each case owned by the Selling Parties and used primarily in the Business (collectively, the "Intellectual Property"), including those specifically identified on Schedule 1.1(a)(v);

(vi) all licenses, permits, authorizations, consents, approvals, orders, filings or registrations with any Governmental Authority held by the Selling Parties primarily for use in the Business (collectively, the "Permits"), but only to the extent any such Permit is transferable under applicable law;

(vii) all operating data and records of the Business, including client and customer lists, referral sources, advertising matter, catalogues, price lists, correspondence, mailing lists, distribution lists, production data, sales and promotional materials and records, purchasing materials and records, manufacturing and quality control records and procedures, research and development files and records, data and laboratory books, correspondence and other similar documents and records, subject to Seller retaining a copy of the foregoing, which copy will be retained in the files of Seller's legal department in accordance with the confidentiality provisions of this Agreement;

(viii) all deposits, advance payments, prepaid items and expenses, deferred charges, rights of offset and credits and claims for refund of the Business;

(ix) all accounts receivable and other rights of the Selling Parties to receive payment from customers of the Business as of the Closing Date, and all notes, bonds and other evidences of indebtedness of and rights to receive payments from any Person held by the Selling Parties, in each case to the extent arising from or relating to the operation of the Business;

(x) all of the Selling Parties' rights under (A)
(x) all machinery, equipment and other personal property located thereon and (y) all options to purchase the personal property, and (B) all other Contracts to which any Selling Party is a party, as of the Closing Date, exclusively in the operation of the Business, and including (i) those Contracts set forth on Schedule 1.1(a)(x)(B) and (ii) the agreements listed on Schedule 1.1(a)(x)(B);

(xi) any rights, claims, causes of action, lawsuits or demands that the Selling Parties or any of their affiliates may have against any Person, whether arising by way of counterclaim or otherwise, and any judgments or recoveries in favor of or for the benefit of the Selling Parties or any of their affiliates, in each case to the extent arising from or relating to (A) the Business, (B) any Assets or (C) any Assumed Liabilities;

(xii) except for public utilities, all rights and interests of the Selling Parties with respect to all water treatment facilities, together with all pipes and canals that are used to bring water to and discharge water from the Real Property, and all rights to water, in each case to the extent used in the operation of the Business at the Real Property;

(xiii) any rights to any of the Selling Parties' insurance policies and binders (other than any self-insurance arrangements), and all premiums, refunds, claims, credits or proceeds due or to become due with respect to such insurance policies or binders for any period, in each case to the extent covering the Business or any of the Assets;

(xiv) all guarantees, warranties, indemnities and similar rights in favor of the Selling Parties with respect to any Asset;

(xv) all licenses and associated Contracts for application and operating system software to the extent such software is (i) installed on equipment located in one or more facilities that are part of the Business and (ii) subject to licenses that are transferable either (a) by their terms or (b) with the consent of the applicable licensor, including those set forth on Schedule 1.1(a)(xv);

(xvi) any and all minerals and mineral rights and interests of any nature whatsoever that are owned or leased by the Selling Parties or any of their affiliates that relate to the Real Property;

(xvii) all personnel files and other related books and records reasonably required by Buyer with respect to the base compensation, bonuses and benefits provided by Seller to the Transferred Employees; and

(xviii) all assets of the Moscow, Camden, St. Augustine Railroad.

(b) Anything contained in this Agreement to the contrary notwithstanding, the term "Assets" shall not include, and the Selling Parties will retain and not transfer to Buyer, and Buyer will not purchase or acquire, the following assets of the Selling Parties or any of their affiliates (each and all such items being herein referred to as the "Excluded Assets"):

Section 1.2 Purchase Price: Assumption of Liabilities.

(a) Subject to and upon the terms and conditions set forth in this Agreement, at the Closing, Buyer will pay or cause to be paid to Seller on behalf of the Selling Parties, by wire transfer of immediately available funds to such bank account or accounts as shall be specified by Seller, (the "Target Purchase Price"). The Target Purchase Price shall be subject to adjustment pursuant to Section 1.5 (as so adjusted, the "Estimated Purchase Price"), and to further adjustment pursuant to Section 1.7 (as so adjusted, the "Purchase Price"). The payment of the Purchase Price, together with the assumption of the Assumed Liabilities, shall constitute full payment for the sale, conveyance, assignment, transfer and delivery to Buyer of the Business and the Assets.

(b) Subject to and upon the terms and conditions set forth in this Agreement,

(c) Notwithstanding anything in this Agreement to the contrary, Buyer shall not assume, and the term "Assumed Liabilities" shall not include, the following liabilities and obligations (collectively, the "Excluded Liabilities"):

Section 1.3 Closing On the last Business Day of the month in which the conditions set forth in Sections 5.1, 5.2 and 5.3 have been satisfied or waived (other than conditions that by their terms are to be satisfied at the Closing but subject to the satisfaction or waiver of such conditions), or at such other date and time as the parties may agree to in writing, the closing of the transactions contemplated by this Agreement in respect of the Camden Facility, the Corrigan Facility, the Gurdon Facility and, if the condition in Section 5.4 is also satisfied or waived, in respect of the Springhill Facility (the "Closing") shall take place at the offices of _____, at 10:00 A.M., local time; provided, that, if such conditions are satisfied or waived less than three Business Days before the last Business Day of the month, the Closing shall take place on or as of the last Business Day of the

Section 1.4 Closing Deliveries. At the Closing:

(a) Seller will deliver or cause to be delivered to Buyer (unless delivered previously) the following:

(i) a duly executed counterpart of a bill of sale, substantially in the form of Exhibit A attached hereto, with respect to the tangible Assets (the "Bill of Sale");

(ii) a duly executed counterpart of an assignment and assumption agreement, substantially in the form of Exhibit B attached hereto, with respect to the intangible Assets (including Contracts and Permits) and the Assumed Liabilities (the "General Assignment and Assumption Agreement");

(iii) special warranty deeds, substantially in the form of Exhibit C attached hereto, with respect to the Owned Real Property, which in the case of the Springhill Facility, will be limited to parcels 1-4 of the Title Commitment with respect thereto;

(iv) a duly executed counterpart of an assignment and assumption agreement, substantially in the form of Exhibit D attached hereto, pursuant to which Buyer or its designee assumes all of the Selling Parties' right, title and interest in and to the Leases (the "Assignment and Assumption of Leases");

(v) a duly executed patent assignment, substantially in the form of Exhibit E attached hereto, with respect to the Selling Parties' interest in the patents and patent applications included in the Assets;

(vi) a duly executed trademark assignment, substantially in the form of Exhibit F attached hereto, with respect to the registered trademarks and trademark applications included in the Assets, (the "Trademark Assignment Agreement");

(vii) a duly executed counterpart of a non-exclusive, perpetual, irrevocable, royalty-free license agreement, substantially in the form of Exhibit G attached hereto (the "License Agreement"), with respect to certain trademarks to be licensed by Buyer to Seller;

(viii) such other good and sufficient instruments of conveyance, transfer and assignment as shall be necessary to vest in Buyer good and valid title to the other Assets (.

(xiv) the officer's certificate referred to in Section 5.3(c);

(xv) a certificate of non-foreign status that complies with the requirements of section 1445 of the Internal Revenue Code of 1986, as amended (the "Code"), and the Treasury Regulations promulgated thereunder; and

(xvi) all other documents, instruments and writings required or reasonably requested to be delivered by Seller at or prior to the Closing pursuant to this Agreement or otherwise required in connection herewith.

(b) Buyer will deliver or cause to be delivered to Seller (unless previously delivered) the following:

(i) the Estimated Purchase Price;

(ii) a duly executed counterpart of the General Assignment and Assumption Agreement;

(iii) a duly executed counterpart of the Assignment and Assumption of Leases;

(iv) a duly executed counterpart of the Trademark Assignment Agreement;

(v) a duly executed counterpart of the License Agreement;

(vi)

(vii) a duly executed counterpart

(viii) duly executed counterparts of each of the

(ix) duly executed counterparts of each of the

(x) a duly executed counterpart of the

(xi) the officer's certificate referred to in Section 5.2(c); and

(xii) all other documents, instruments and writings required or reasonably requested to be delivered by Buyer at or prior to the Closing pursuant to this Agreement or otherwise required in connection herewith (such documents, instruments and writings, together with the other agreements

referred to in this Section 1.4, are collectively referred to herein as the "Ancillary Agreements").

Section 1.5 Pre-Closing Purchase Price Adjustment.

(b)

Section 1.6 Preparation of Closing Date Statement.

(a) Seller and Buyer (including their respective accounting firms if they so desire) shall take a physical count of the Inventory and agree upon the results of such count (the "Inventory Count"). The Inventory Count shall be (i) conducted on one or more days that are not Business Days, and (ii) completed on such day as Buyer and Seller shall determine, but in any event not more than five (5) Business Days before or after the Closing Date.

(d)

(e)

Section 1.7 Post-Closing Purchase Price Adjustments; Allocation of Purchase Price.

(b) Any amount to be paid by either Seller or Buyer, as the case may be, pursuant to Section 1.7(a), (i) shall bear simple interest at an annual rate of _____, accruing from the Closing Date to the date of payment, (ii) shall be paid by wire transfer in immediately available funds to an account designated by the party entitled to receive such payment and (iii) shall be treated as an adjustment to the Estimated Purchase Price.

(c)

Section 1.8 Apportionment of Real Estate Taxes; Transfer Taxes. Buyer and the Selling Parties shall apportion all real property, personal property, intangibles and other similar *ad valorem* assessments and Taxes (collectively, "Property Taxes") paid or payable in connection with any of the Assets for the Tax period in which the Closing occurs, such apportionments to be made as of the Closing Date and shall be based upon the fiscal year for which the Property Taxes are assessed and shall be apportioned on a per diem basis. Such apportionment shall be made at or prior to the Closing to the extent practicable. In the event that the applicable Tax bill or other information reasonably necessary for computing any such apportionment is not available on the Closing Date, the proration shall be based upon the actual amount of such Property Taxes or fees for the immediately preceding year (or the immediately preceding applicable Tax period), in each case, subject to any notices of re-assessment, for which such actual Taxes or fees are available and, at the request of either party, such apportionment shall be adjusted within fifteen (15) Business Days of a request from one party to the other when the Tax liability for the current period including the Closing Date is fixed and the actual amount of Taxes is known. This Section 1.8(a) shall survive the Closing for a period of twelve (12) months. Seller and Buyer agree to furnish each other with such documents and other records as may be reasonably requested in order to confirm all adjustment and proration calculations made pursuant to this Section 1.8(a). For the avoidance of doubt, there shall be no proration of Property Taxes and assessments other than as set forth hereinabove and, as between Buyer and the Selling Parties, Buyer agrees that it shall be solely responsible for all such Property Taxes and assessments due and payable in respect of the Assets after the Closing.

Section 1.9 Intra-Company Liabilities.

ARTICLE II

REPRESENTATIONS AND WARRANTIES OF SELLER

Except as disclosed in separate sections of the disclosure schedules, a copy of which is being delivered to Buyer herewith (the "Seller Disclosure Schedules"), that correspond to the sections of this Agreement with respect to which such disclosure is made (provided that information disclosed by Seller in any section of the Seller Disclosure Schedules shall be deemed to be disclosed with respect to other sections of this Agreement if it would be reasonably apparent that such disclosure would apply to such other sections), Seller hereby represents and warrants to Buyer as of the date hereof and as of the Closing Date, solely with respect to the Business, as follows:

Section 2.1 Organization. Each of the Selling Parties is a corporation duly organized, validly existing and in good standing under the laws of the state of its incorporation. Each of the Selling Parties has all requisite corporate power and corporate authority to own, lease and operate its properties and assets and to carry on the Business as now being conducted. Each of the Selling Parties is duly qualified or licensed to do business as a foreign corporation in each jurisdiction in which the properties and assets owned, leased or operated by such Selling Party in the conduct of the Business or the nature of the Business makes such qualification necessary, except in any such jurisdictions where the failure to be duly qualified or licensed would not, individually or in the aggregate, reasonably be expected to have a Material Adverse Effect.

Section 2.2 Authorization. Seller has the corporate power and corporate authority to execute and deliver this Agreement and the Ancillary Agreements and to consummate or cause to be consummated the transactions contemplated hereby or thereby. The execution and delivery by Seller of this Agreement and the Ancillary Agreements, and the consummation of the transactions contemplated hereby and thereby, have been (and will be as of the Closing Date) duly and validly authorized by all necessary corporate action of Seller, and no other corporate proceeding on the part of Seller is necessary to authorize the execution, delivery and performance of this Agreement and the Ancillary Agreements or the consummation of the transactions contemplated hereby or thereby. This Agreement has been, and each of the Ancillary Agreements will be, duly executed and delivered by Seller and, assuming the valid execution and delivery by all counterparties thereto, will constitute a valid and binding agreement of Seller, enforceable against Seller in accordance with its terms, except to the extent that enforceability may be limited by bankruptcy, insolvency, moratorium,

reorganization and other laws affecting the enforcement of creditors' rights generally and by general principles of equity.

(b) Each Selling Party other than Seller has the corporate power and corporate authority to execute and deliver each of the Ancillary Agreements to which it will be a party, and to consummate or cause to be consummated the transactions contemplated thereby. As of the Closing Date, the execution and delivery by each Selling Party other than Seller of the Ancillary Agreements to which it will be a party, and the consummation of the transactions contemplated thereby, will be duly and validly authorized by all necessary corporate action of such Selling Party. Each of the Ancillary Agreements to which a Selling Party other than Seller will be a party will be duly executed and delivered by such Selling Party and, assuming the valid execution and delivery by all counterparties thereto, will constitute a valid and binding agreement of such Selling Party, enforceable against such Selling Party in accordance with its terms, except to the extent that enforceability may be limited by bankruptcy, insolvency, moratorium, reorganization and other laws affecting the enforcement of creditors' rights generally and by general principles of equity.

Section 2.3 Consents and Approvals; No Violations. Except as set forth in Schedule 2.3, neither the execution, delivery or performance by Seller of this Agreement and the Ancillary Agreements or the execution, delivery or performance of any of the Ancillary Agreements by any of the Selling Parties, nor the consummation by any of the Selling Parties of the transactions contemplated hereby or thereby will (a) conflict with or result in any breach or violation of any provision of the Organizational Documents of such Selling Party; (b) require any filing or registration with, or notice or declaration to, or the obtaining of any permit, license, authorization, consent or approval of, any governmental or regulatory authority whether within or outside the United States; (c) violate, conflict with or result in a default (or any event which, with notice or lapse of time or both, would constitute a default) under, or require any consent under, or result in any termination, cancellation or acceleration, or give rise to any such right of termination, cancellation or acceleration under, any of the terms, conditions or provisions of, or result in the loss of any right or benefit under, any Contract; (d) violate any order, injunction, decree, statute, rule or regulation applicable to any Selling Party, or any of the assets or properties of the Business; or (e) result in the creation or imposition of any Lien upon any of the assets or properties of the Business, excluding from the foregoing clauses (b), (c), (d) and (e) such requirements, conflicts, defaults, rights, Liens or violations that (i) would not, individually or in the aggregate, reasonably be expected to have a Material Adverse Effect, (ii)

and (iii) would not adversely affect, in any material respect, the ability of the Selling Parties to consummate the transactions contemplated by this Agreement or the Ancillary Agreements or that become applicable as a result of the business or activities (other than the Business) in which Buyer engages or proposes to be

engaged or as a result of any acts or omissions by, the legal status of or any facts pertaining to, Buyer. As used in this Section 2.3, references to the Selling Parties shall refer only to the Selling Parties in connection with the conduct of the Business through or as part of the Wood Products Division.

Section 2.4 Financial Statements.

Section 2.6 Absence of Certain Changes. Except as set forth on Schedule 2.6 or as otherwise contemplated by this Agreement, since the Balance Sheet Date, the Selling Parties have conducted the Business in the ordinary course consistent with past practice and there has not been any event, occurrence or development that has resulted in, or would reasonably be expected to result in, a Material Adverse Change. Without limiting the generality of the foregoing, between the Balance Sheet Date and the date hereof, except as set forth on Schedule 2.6, none of the Selling Parties has taken any action in connection with the Business that, on or after the date hereof, would have required the prior written consent of Buyer pursuant to Section 4.1.

Section 2.7 Assets.

(a) Except for title to Owned Real Property (which is covered by Section 2.8(a)), the Selling Parties are the beneficial owners of and have good and valid title to, or otherwise have the right to use pursuant to a valid and enforceable lease, license or

similar contractual arrangement, all of the Assets, in each case free and clear of any Liens except for Permitted Exceptions.

(b)

(c) None of the Assets constitute any equity interest of any kind (including common or preferred stock, options, warrants or other convertible securities) in any other Person.

Section 2.8 Real Property.

(a) Schedule 1.1(a)(i) lists all of the Owned Real Property. Except as set forth on Schedule 1.1(a)(i) or Schedule 2.8(a) and except for any easements and other appurtenant rights referred to in Section 1.1(a)(i), the Seller or another Selling Party holds insurable fee simple title to the Owned Real Property, free and clear of all Liens, except for Permitted Exceptions. With respect to any easement or other rights that are appurtenant to any Owned Real Property and covered in Schedule A of the Title Commitments, such easement or other appurtenant rights are valid and insurable. Except as set forth in Schedule 2.8(a), there are no licenses, occupancy agreements, options, rights, concessions or other agreements or arrangements, written or oral, granting to any person or entity the right to purchase the fee interest in any of the Owned Real Property. Except as set forth in Section 2.8(a), there are no licenses, occupancy agreements, options, rights, concessions or other agreements or arrangements, written or oral, granting to any person or entity the right to use or occupy any of the Owned Real Property that would, individually or in the aggregate, reasonably be expected to

To the Knowledge of Seller, there are no zoning, entitlement, building codes and other land use regulations, ordinances or legal requirements imposed by any Governmental Authorities having jurisdiction over the Owned Real Property or Leased Real Property that individually or in the aggregate

(b) Schedule 1.1(a)(ii) lists all of the Leased Real Property, including the address, landlord and tenant for each Lease. Seller has delivered to Buyer complete copies of each Lease, including all amendments and agreements related thereto. The Seller or another Selling Party holds valid leasehold title to all of the Leased Real Property, in each case in accordance with the provisions of the applicable Lease for such Leased Real Property and free and clear of all Liens except for Permitted Exceptions. To the Knowledge of Seller each Lease is enforceable against each party thereto in accordance with its terms, the applicable Selling Party is not in material breach of or default under any such Lease and, to the Knowledge of Seller, no event has occurred or failed to occur that, with or without notice or lapse of time or both, would constitute such a breach or default or permit termination, modification or acceleration under any such Lease. Except as set forth on Schedule 1.1(a)(ii), no Selling Party is a sublessor or grantor under any sublease or other instrument granting to another Person any right to the possession, lease, occupancy or enjoyment of any Leased Real Property.

Section 2.9 Intellectual Property. Schedule 2.9 sets forth all material Intellectual Property that is registered or subject to an application for registration as of the date hereof. Except as set forth on Schedule 2.9, Seller or another Selling Party has such ownership of, or other rights by license or other agreement to use, the Intellectual Property as is necessary to conduct the Business in all material respects in the manner in which it is currently conducted.

Section 2.10 Litigation. Except as set forth on Schedule 2.10, as of the date hereof, there are no actions or suits, or any administrative, arbitration or other proceedings or, to the Knowledge of Seller, claims or investigations (collectively,

"Cases") pending, or, to the Knowledge of Seller, threatened, against any Selling Party or its respective affiliates or any of its properties, assets and business operations, in each case relating to the Business or the Assets, by or before any court, governmental or regulatory authority or by any third party, other than Cases that would not, individually or in the aggregate, reasonably be expected to

(c) have a Material Adverse Effect.

Section 2.11 Compliance with Applicable Law; Permits. With respect to the Business and the Assets, the Selling Parties currently are and, to the Knowledge of Seller, since January 1, 2005 have been in compliance with all laws, ordinances, rules, order, injunctions and regulations of any Governmental Authority applicable to the Business, except for such violations, if any, that would not reasonably be expected to, individually or in the aggregate,

or (iii) have a Material Adverse Effect. With respect to the Business or the Assets, the Selling Parties are not subject to any consent decrees, injunctions, orders or judgments of any Governmental Authority that materially impair the conduct of the Business or the ownership or use of the Assets as presently conducted, owned or used. The provisions of this Section 2.11(a) do not apply to any Tax Laws or Environmental Laws, which are governed by Section 2.15 and Section 2.16, respectively.

(b) The Selling Parties hold all permits and authorizations necessary for the lawful conduct of the Business as currently conducted or the ownership or use of the Assets, and such permits and authorizations are in full force and effect, except for such permits and authorizations the failure to obtain or be in full force and effect would not reasonably be expected to

(iii) have a Material Adverse Effect. The provisions of this Section 2.11(b) do not apply to any permits or authorizations relating to tax matters or environmental matters, which are governed by Section 2.15 and Section 2.16, respectively.

Section 2.12 Contracts.

(a) Schedule 2.12(a) contains a complete and correct list of all Contracts as of the date hereof (x) to which any Selling Party is a party or by which it is bound primarily

in the operation of the Business or (y) by which any of the Assets are bound or affected, in each case that fall into one or more of the following categories:

- (i) collective bargaining agreements;
- (ii) employment, retention or severance agreements or consulting agreements providing for annual payments in excess of \$.
- (iii) indentures, mortgages, notes, installment obligations, agreements or other instruments, in each case relating to the borrowing of money (other than intra-company accounts, which shall be governed by Section 1.9), or guarantees of any obligations for the borrowing of money, except any such agreements with an outstanding principal amount not exceeding \$
- (iv) partnership, joint venture or other similar agreements or arrangements requiring the commitment of capital in excess of \$
- (v) agency, sales representation, distribution or other similar agreements providing for annual payments in excess of \$
- (vi) agreements for the purchase of supplies or materials providing for annual minimum payments in excess of \$ or which cannot be terminated without cost within
- (vii) agreements for the sale of goods or services (other than purchase orders with respect to the sale of inventory in the ordinary course of business) providing for annual payments in excess of \$
- (viii) agreements containing covenants not to compete or to solicit (other than non-disclosure agreements or confidentiality agreements entered into in the ordinary course of business), or otherwise limiting in any material respect the right of the Business to engage in any line of business or in any geographic area or during any period of time;
- (ix) written agreements between or among, on the one hand, the Seller or any of its affiliates on behalf of the Business and, on the other hand, the Seller or any of its affiliates not on behalf of the Business, providing for annual payments in excess of \$
- (x) lease, rental or occupancy agreements, including the Leases set forth on Schedule 1.1(a)(ii), licenses, installment and conditional sale agreements, and other contracts or arrangements affecting the ownership of, leasing or, title to, use of, or any leasehold or other interest in, any real or personal property and involving annual payments in excess of \$

(xi) agreements relating to the purchase of any business, corporation or other entity or all or any substantial portion of the assets of any business, corporation or other corporate entity (other than non-disclosure agreements or confidentiality agreements entered into in the ordinary course of business);

(xii) material license agreements, including those listed on Schedule 1.1(a)(x)(B), except for any licenses with respect to pre-packaged software applications (including any off-the-shelf and shrinkwrap software);

(xiii) agreements settling any claims and providing for prospective aggregate payments exceeding \$

(xiv) agreements relating to the sale or disposition of material Assets other than sales of inventory or obsolete equipment in the ordinary course of business consistent with past practice; or

(xv) agreements (except as otherwise set forth in clauses (i) through (xiv) above) entered into other than in the ordinary course of business that are material to the Business taken as a whole.

(b) Except as set forth on Schedule 2.12(a), each of the Contracts required to be set forth on Schedule 2.12(a) is, and each of the Contracts entered into by any Selling Party after the date hereof and prior to the Closing that, but for the date on which such Contract was entered into, would otherwise be a Contract required to be set forth on Schedule 2.12(a), will be as of the Closing Date, in full force and effect and a legal, valid and binding obligation of the applicable Selling Party and, to the Knowledge of Seller, of each other party thereto, enforceable against each party thereto in accordance with its terms. The applicable Selling Party is not in material breach of or default under any such Contract and, to the Knowledge of Seller, no event has occurred that, with or without notice or lapse of time or both, would constitute such a breach or default or would permit termination, modification or acceleration under any such Contract. None of the Selling Parties has received any written notice of material breach of, default under, or termination of any such Contract. To the Knowledge of Seller, no other party to any such Contract is in material breach thereof or default thereunder.

Section 2.13 Labor Matters. Except as set forth on Schedule 2.13(a), (i) there is no material labor strike, dispute, slowdown, stoppage or lockout ongoing or, to the Knowledge of Seller, threatened, against or affecting the Business; (ii) there is no unfair labor practice charge or complaint against any Selling Party (relating to the Business) pending (for which written notice has been provided) or, to the Knowledge of Seller, threatened before the National Labor Relations Board or any similar foreign agency, and (iii) to the Knowledge of Seller, no Selling Party has received written notice of the intent of any Governmental Authority responsible for the enforcement of labor or employment laws to conduct an investigation with respect to or relating to the Business, and no such

investigation is in progress, other than, with respect to clauses (ii) and (iii), such charges, complaints or investigations that

(b) To the Knowledge of Seller, since December 31, 2005, no Selling Party has incurred any liability or obligation with respect to the Business under the Worker Adjustment and Retraining Notification Act (the "WARN Act") or any similar state, local or foreign law that remains unsatisfied. Except as set forth on Schedule 2.13(b), none of the current or former employees of Seller has suffered an "employment loss" (as defined in the WARN Act) with respect to the Business since ninety (90) calendar days prior to the date hereof.

Section 2.14 Employee Benefits; ERISA.

(a) Schedule 2.14(a) lists all material benefit and compensation plans and contracts, including "employee benefit plans" within the meaning of Section 3(3) of the Employee Retirement Income Security Act of 1974, as amended ("ERISA"), and deferred compensation, stock option, stock purchase, stock appreciation rights, stock-based incentive and bonus plans established or maintained by Seller or any Related Person, or to which Seller or any Related Person contributes or is or has been obligated or required to contribute, for the benefit of any employee or former employees of the Business (collectively, the "Plans"). True and complete copies of all material Plans, including any trust instruments and insurance contracts forming a part of any Plans, and all amendments thereto, have been provided or made available to Buyer.

(b) Each of the Plans has been administered in accordance with its terms and in substantial compliance with applicable law (including, where applicable, ERISA and the Code), except where the failure to so administer such Plan would not, individually or in the aggregate, reasonably be expected to have a Material Adverse Effect.

(c) Each of the Plans intended to be "qualified" within the meaning of section 401(a) of the Code has been determined by the Internal Revenue Service to be so qualified, and, to the Knowledge of Seller, there is no fact or set of circumstances that has adversely affected, or would reasonably be expected to affect adversely, the qualification of such Plan prior to the Closing.

(d) Except as set forth on Schedule 2.14(d), no Plan provides medical, surgical, hospitalization, death or similar benefits (whether or not insured) for employees or former employees of the Business for periods extending beyond their termination of service (by retirement or otherwise), other than (i) coverage mandated by applicable law,

(ii) death benefits under any "pension plan," as that term is defined in section 3(2) of ERISA, or (iii) benefits the full cost of which is borne by the current or former employee (or his or her beneficiary).

(e) There are no pending or, to the Knowledge of Seller, threatened claims (other than routine claims for benefits) by, on behalf of or against any of the Plans or any trusts related thereto, except for those claims that would not, individually or in the aggregate, reasonably be expected to have a Material Adverse Effect.

(f)

Section 2.15 Taxes. Except as set forth on Schedule 2.15, (a) all Income Tax and other material Tax Returns required to be filed with respect to the Business for all periods through and including the Closing Date have been duly and timely filed with the appropriate Taxing Authority in all jurisdictions in which such Tax Returns are required to be filed, and such Tax Returns are true, correct and complete in all material respects, (b) all Income Taxes and other material Taxes required to be withheld and/or paid with respect to (i) the Business or (ii) any amounts owed by the Business to any employee, creditor, independent contractor or other third party have been duly and timely withheld and/or paid, (c) none of the Assets is subject to any Liens (other than Permitted Exceptions) as a result of a failure to pay any Tax and (d) none of the Assets (i) are required to be treated as being owned by any other Person pursuant to the so-called safe harbor lease provisions of former Section 168(f)(8) of the Code, (ii) secures any debt the interest on which is tax-exempt under Section 103(a) of the Code, (iii) is tax-exempt use property within the meaning of Section 168(h) of the Code or (iv) is subject to a "467 rental agreement" as defined in Section 467 of the Code.

Section 2.16 Environmental Matters.

(a) Except as set forth on Schedule 2.16(a), the Selling Parties are in compliance with all Environmental Laws in effect on the date hereof and applicable to the Selling Parties in the conduct of the Business

which compliance includes, but is not limited to, the possession by the Selling Parties of all material permits and other governmental authorizations required under applicable Environmental Laws to carry on the Business (the "Environmental Permits"), and compliance with the terms and conditions thereof.

(b)

(c) Except as set forth on Schedule 2.16(c), within the last two (2) years, no Selling Party has received written notice of, and is not, to the Knowledge of Seller, the subject of, any Environmental Claims

(d)

(e) The representations and warranties contained in this Section 2.16 are the sole and exclusive representations and warranties relating to environmental matters contained in this Agreement. As used in this Section 2.16, references to Seller or the Selling Parties shall refer only to Seller or the Selling Parties, as applicable, in connection with the conduct of the Business as part of the Wood Products Division.

Section 2.17 Guarantees: Letters of Credit.

Section 2.18 Certain Fees. Except as set forth on Schedule 2.18, the Selling Parties have not employed any financial advisor or finder or incurred any liability for any financial advisory fees, finders' fees or similar fees in connection with this Agreement or the transactions contemplated hereby.

Section 2.19 No Implied Representation. Notwithstanding anything contained in Article III or any other provision of this Agreement or the Buyer Disclosure Schedules, Seller acknowledges and agrees that none of Buyer, Buyer Parent or any of their respective affiliates, or any of their respective officers, employees, agents or representatives, is making or has made any representation or warranty whatsoever, express or implied, other than the representations and warranties expressly set forth in this Agreement.

ARTICLE III

REPRESENTATIONS AND WARRANTIES OF BUYER

Except as disclosed in separate sections of the disclosure schedules, a copy of which is being delivered to Seller herewith (the "Buyer Disclosure Schedules" and, together with the Seller Disclosure Schedules, the "Disclosure Schedules"), that correspond to the sections of this Agreement with respect to which such disclosure is made (provided, that information disclosed by Buyer Parent, Holdings and Buyer in any section of the Buyer Disclosure Schedules shall be deemed to be disclosed with respect to other sections of this Agreement if it would be reasonably apparent on the face of the Buyer Disclosure Schedules, in light of the form and substance of the disclosure made, that such disclosure would apply to such other sections), Buyer Parent, Holdings and Buyer hereby represent and warrant to the Selling Parties as of the date hereof and as of the Closing Date as follows:

Section 3.1 Organization. Buyer Parent is a corporation and Holdings and Buyer are limited liability companies duly organized, validly existing and in good standing under the laws of their jurisdictions of incorporation or formation, as applicable. Buyer Parent, Holdings and Buyer have heretofore delivered to Seller complete and correct copies of their Organizational Documents.

Section 3.2 Authorization. Buyer Parent has the corporate power and authority and Holdings and Buyer have the limited liability company power and authority to execute and deliver this Agreement and consummate the transactions contemplated hereby. The execution and delivery by each of Buyer Parent, Holdings and Buyer of this Agreement and the Ancillary Agreements to which it will be a party and the consummation of the transactions contemplated hereby and thereby have been (and will be as of the Closing Date) duly and validly authorized by all necessary action of each of Buyer Parent, Holdings and Buyer, and no other corporate proceeding on the part of each of Buyer Parent, Holdings or Buyer is necessary to authorize the execution, delivery and

performance of this Agreement or the Ancillary Agreements to which it will be a party or the consummation of the transactions contemplated hereby or thereby. This Agreement has been, and each of the Ancillary Agreements to which it will be a party will be, duly executed and delivered by each of Buyer Parent, Holdings and Buyer and, assuming the valid execution and delivery by all counterparties thereto, will constitute, a valid and binding agreement of Buyer Parent, Holdings and Buyer, enforceable against Buyer Parent, Holdings and Buyer in accordance with its terms, except to the extent that enforceability may be limited by bankruptcy, moratorium, reorganization and other laws affecting the enforcement of creditors' rights generally and by general principles of equity.

Section 3.3 Consents and Approvals; No Violations. Except as set forth on Schedule 3.3, neither the execution, delivery or performance of this Agreement and the Ancillary Agreements by Buyer Parent, Holdings and Buyer, nor the consummation by Buyer Parent, Holdings and Buyer of the transactions contemplated hereby or thereby will (a) conflict with or result in any breach or violation of any provision of the Organizational Documents of Buyer Parent, Holdings or Buyer; (b) require any filing or registration with, or notice or declaration to, or the obtaining of any permit, license, authorization, consent or approval of, any governmental or regulatory authority whether within or outside the United States; (c) violate, conflict with or result in a default (or any event which, with notice or lapse of time or both, would constitute a default) under, or require any consent under, or result in any termination, cancellation or acceleration, or give rise to any such right of termination, cancellation or acceleration under, any of the terms, conditions or provisions of, or result in the loss of any right or benefit under, any note, mortgage, other evidence of indebtedness, guarantee, license, agreement, lease or other instrument or obligation to which Buyer Parent, Holdings or Buyer is a party or by which Buyer Parent, Holdings or Buyer or any of their assets is subject or by which any of them may be bound; (d) violate any order, injunction, decree, statute, rule or regulation applicable to Buyer Parent, Holdings or Buyer; or (e) result in the creation or imposition of any Lien upon any properties, assets or business of Buyer Parent, Holdings or Buyer, excluding from the foregoing clauses (b), (c), (d) and (e) any requirements, conflicts, defaults, rights, security interests, Liens or violations that would not materially and adversely affect the ability of Buyer Parent, Holdings and Buyer to consummate the transactions contemplated by this Agreement or the Ancillary Agreements.

Section 3.4 Availability of Funds.

Section 3.5 Litigation. There are no Cases, governmental investigations or inquiries pending or threatened against Buyer Parent, Holdings or Buyer or any of their affiliates that would reasonably be expected to adversely affect Buyer Parent's, Holdings' or Buyer's performance under this Agreement or the ability of the Buyer Parent, Holdings and Buyer to consummate the transactions contemplated herein.

Section 3.6 Certain Fees. Neither Buyer Parent, Holdings, Buyer nor any of their affiliates has employed any financial advisor or finder or incurred any liability for any financial advisory fees, finders' fees or similar fees in connection with this Agreement or the transactions contemplated hereby.

Section 3.7 No Implied Representation. Notwithstanding anything contained in Article II or any other provision of this Agreement or the Disclosure Schedules, Buyer Parent, Holdings and Buyer acknowledge and agree that neither the Selling Parties nor any of their respective affiliates, or any of their respective officers, employees, agents or representatives, are making or have made any representation or warranty whatsoever, express or implied, including any implied warranty of merchantability or suitability as to the properties or assets of the Business, other than the representations and warranties expressly set forth in this Agreement.

Section 3.8 Interpretation of Representations and Warranties and Schedules.

ARTICLE IV

COVENANTS

Section 4.1 Conduct of the Business.

(a) Seller agrees that, during the period from the date of this Agreement to the Closing Date, except (i) as otherwise contemplated by this Agreement (including Section

1.9), (ii) as set forth on Schedule 4.1 or (iii) as consented to by Buyer in writing (which consent shall not be unreasonably withheld, conditioned or delayed), Seller shall, and shall cause the other Selling Parties to, conduct the Business in the ordinary course consistent with past practice (which past practices include periodic cash sweeps from the Business).

(b) Without limiting the generality of the provisions of Section 4.1(a), with respect to the Business, the Seller shall not, and shall cause the other Selling Parties not to:

Section 4.2 Access to Information.

(a) During the period between the date of this Agreement and the Closing Date, subject to applicable law and any restrictions as to confidentiality applicable to the Selling Parties (provided, that Seller shall use commercially reasonable efforts to obtain the release of such restrictions, but shall not be required to make any material payments or extend any other material benefits in connection therewith), Seller shall, and shall cause the other Selling Parties to, (i) give Buyer and its authorized representatives reasonable access to all books, records, offices and other facilities and properties of the Business, including all existing environmental documents and records, upon reasonable prior request by Buyer, (ii) permit Buyer and its authorized representatives to make such inspections thereof as any of them may reasonably request, and (iii) cause its officers and authorized employees to furnish Buyer and its authorized representatives with such financial and operating data and other information with respect to the Business as any of them may from time to time reasonably request; provided, however, that (A) any such investigation shall be conducted after reasonable notice during normal business hours under the supervision of Seller's personnel and in such a manner as to maintain the confidentiality of the information to be disclosed and of this Agreement and the transactions contemplated hereby and not interfere unreasonably with the operations of the Business or the other businesses of the Selling Parties or any of their affiliates, (B) neither Buyer nor any of its affiliates shall prepare, or cause or instruct their respective authorized agents or representatives to prepare, any Phase II environmental reports relating to the Business, and neither Buyer nor any of its affiliates, representatives or agents shall enter upon the facilities or properties of the Business for the purpose of preparing any Phase II environmental reports, and (C)

and provided, further, that the Selling Parties shall not be required to furnish or make available such books, records or data to the extent that they are subject to a legal privilege that, in the good faith judgment of Seller (after consultation with counsel), may be lost or impaired by virtue of such disclosure (provided that Seller shall

cooperate with Buyer to devise a method to permit such access in a manner that would not be reasonably likely to result in the loss or material impairment of such legal privilege). In an effort to prevent any interference or disruption caused by such access, Seller may reasonably limit the number of individuals and the number of visits to its facilities.

(b) From and after the date hereof and until the Closing Date, Seller and its affiliates shall permit, to the extent permitted by law, Buyer and its authorized representatives to have reasonable access to the employees of the Business for information relating to periods up to and including the Closing Date that is reasonably requested by Buyer, subject to the same conditions and limitations as set forth in Section 4.2(a).

(d) From and after the Closing Date, Buyer shall give Seller and its authorized representatives reasonable access, during Buyer's normal business hours, to all personnel, books, records, offices and other facilities and properties of the Business as Seller may from time to time request in connection with Seller's handling of any of the Excluded Liabilities;

Section 4.3 Consents and Approvals.

(a) Each of Seller and Buyer shall, and shall cause their affiliates to, cooperate, and shall use commercially reasonable efforts, to make all filings and obtain all licenses, permits, consents, approvals, authorizations, qualifications and orders of governmental authorities and other third parties necessary to consummate the transactions contemplated by this Agreement, including (i) an appropriate filing of a Notification and

Report Form pursuant to the Hart-Scott-Rodino Antitrust Improvement Act of 1976, as amended (the "HSR Act") with respect to the transactions contemplated hereby and (ii) all other necessary filings, forms, declarations, notifications, registrations and notices with any other Governmental Authority under Competition Laws (as defined below) relating to the transactions contemplated hereby, or the refiling of such Notification and Report Form as a result of actions or advice from a Governmental Authority.

"Competition Laws" mean the HSR Act, the Sherman Antitrust Act of 1890, as amended, the Clayton Act of 1914, as amended, the Federal Trade Commission Act, as amended, and any other United States federal or state or foreign statutes, rules, regulations, orders, decrees, administrative or judicial doctrines or other laws that are designed to prohibit, restrict or regulate actions having the purpose or effect of monopolization or restraint of trade.

(b) This Agreement shall not constitute an agreement to transfer or assign at Closing any Contract, license or other Asset as to which consent or approval of any third party is required but has not been obtained as of the Closing Date, unless and until such consent or approval is no longer required or has been obtained. With respect to any Contract, license or other Asset for which any required consent or approval is not obtained prior to the Closing, (i) Seller and Buyer shall, and shall cause their affiliates to, use commercially reasonable efforts to obtain any such consent or approval after the Closing until either such consent or approval has been obtained or Seller reasonably determines in good faith that such consent cannot reasonably be obtained and (ii) Seller shall, and shall cause each other Selling Party to, use commercially reasonable efforts to provide Buyer with the same benefits arising under such Contract, license or other Asset, including (A) performance by the applicable Selling Party (or Buyer, if applicable) as agent, if legally and commercially feasible and (B) enforcing at Buyer's request and expense any rights of Seller or the other Selling Parties under such Contract, license or other Asset against the issuer thereof or other parties thereto; provided, however, that Buyer (or the Selling Parties, if applicable) shall provide the applicable Selling Party (or Buyer, if applicable) with such access to the premises, books and records and personnel as is reasonably necessary to enable such Selling Party (or Buyer, if applicable) to perform its obligations relating to such Contract, license or other Asset, and Buyer shall pay or satisfy the corresponding liabilities for the enjoyment of such benefits to the extent Buyer would have been responsible for such liabilities if such consent or approval had been obtained.

Section 4.4 Reasonable Efforts. Except as otherwise set forth in this Article IV, each of Seller and Buyer shall, and shall cause their affiliates to, cooperate, and use its commercially reasonable efforts to take, or cause to be taken, all action, and to do, or cause to be done, all things necessary, proper or advisable under applicable laws and regulations to consummate the transactions contemplated by this Agreement.

Section 4.5 Public Announcements. Prior to the Closing, except with the prior consent of the other party (which consent shall not be unreasonably withheld or delayed), no party shall issue any report, statement or press release or otherwise make any public statements with respect to this Agreement or the transactions contemplated hereby, except (a) in the case of Seller after the first public announcement of the execution of this Agreement, to the extent reasonably required in connection with the operation of the Business and in a manner consistent with prior public releases by Seller or (b) as in the reasonable judgment of such party (after consultation with counsel) is required by law or the listing standards of any stock exchange on which its securities are traded, in which case such party will use reasonable efforts to consult with the other party with respect to the language of any such report, statement or press release.

Section 4.6 Covenant to Satisfy Conditions. Seller shall, and shall cause its affiliates to, use commercially reasonable efforts to ensure that the conditions set forth in Article V hereof are satisfied, insofar as such matters are within the control of Seller, and Buyer shall, and shall cause its affiliates to, use commercially reasonable efforts to ensure that the conditions set forth in Article V hereof are satisfied, insofar as such matters are within the control of Buyer.

Section 4.7 Title Commitments

(a) Within thirty (30) days after the date hereof, Seller shall provide or make available to Buyer for its review either (i) current commitments (the "Title Commitments") for an owner's or leasehold, as applicable, title insurance policy with respect to each Owned Real Property or (ii) a current preliminary title search with respect to each such Owned Real Property (the "Title Search" and, collectively with the Title Commitments, the "Title Work"), in each case issued by the Title Company.

Section 4.8

embedded therein or imprinted thereon. At the end of such period, Buyer agrees that it will destroy or return to Seller at Buyer's cost any remaining materials containing any Excluded Marks.

Section 4.9 Employees and Employee Benefits.

Section 4.10 Intra-Company Agreements: Guarantees.

(a)

(b) Each of Seller and Buyer shall use its commercially reasonable efforts to cause Buyer or Buyer Parent to be substituted in all respects, effective as of the Closing Date, for the Selling Parties or their affiliates under the Guarantees and other similar instruments or obligations of the Selling Parties set forth on Schedule 4.10(b) entered into for the exclusive benefit of the Business, to the extent the liabilities or obligations secured thereby are to be assumed by Buyer pursuant to this Agreement or any Ancillary Agreement.

Section 4.11 Books and Records of Seller.

(a) Subject to applicable law, Seller agrees to deliver, or cause to be delivered, to Buyer on or as soon as practicable after the Closing, all books and records of the Selling Parties used or held for use exclusively in the conduct of the Business (including correspondence, memoranda, books of account, payroll records, copies of personnel records and the like);

(b)

Section 4.12

From the date of this Agreement through the Closing, Seller shall give prompt notice to Buyer and Buyer shall give prompt notice to Seller, in each case after becoming aware, of (x) an event circumstance or condition that will result in a failure of a representation in Article II or III, as the case may be, to be true, which failure to be true would be reasonably be expected to result in a failure of any of the conditions in Section 5.2 or 5.3, as the case may be, to be satisfied at Closing or (y) a breach of a covenant in Article IV that would reasonably be expected to result in the failure of any of the conditions in Section 5.2 or 5.3, as the case may be, to be satisfied at Closing; provided that such disclosure shall not be deemed to cure any failure of a representation to be true or cure any breach of a covenant.

Section 4.13 Separation of the Business. At or prior to the Closing, Seller shall, and shall cause its affiliates to, use commercially reasonable efforts to remove all Excluded Assets from the Business to the extent applicable. After the Closing, Seller and Buyer shall, and shall cause their affiliates to, cooperate and use commercially reasonable efforts to (a) provide for the orderly transition of the Business from Seller to Buyer or its designees and to minimize any disruption to their respective businesses that might result from the transactions contemplated hereby, and (b) if not completed prior to the Closing, complete the separation of the Business from Seller's other businesses, including, without limitation, by taking all actions reasonably requested by Buyer which are necessary to transfer Assets to Buyer that were not otherwise transferred by the Selling Parties at Closing. After the Closing, Buyer shall, and shall cause its affiliates to, take all actions reasonably requested by Seller that are necessary to transfer to Seller any Excluded Assets that may have been mistakenly or unintentionally transferred to Buyer or were not otherwise transferred to Seller at or prior to the Closing. Notwithstanding the foregoing, no party shall be required to furnish or make available such books, records or data to the extent that they are subject to a legal privilege that, in the good faith judgment of the disclosing party (after consultation with counsel), may be lost or impaired by virtue of such disclosure (provided, that the parties shall devise a method to permit such access in a manner that would not be reasonably likely to result in the loss or material impairment of such legal privilege.)

Section 4.14

Section 4.15 Supplemental Financial Statements. Subject to applicable law, prior to the Closing, Seller shall provide Buyer with copies of all periodic management and periodic financial reports regularly prepared with respect to the Wood Products Division and the Business.

Section 4.16 Confidentiality.

(a) For a period of _____ years from the Closing Date, Seller and Buyer shall hold, and shall cause their respective affiliates, employees and representatives to hold, in confidence and not to disclose or release without the prior written consent of the other party, any and all Confidential Information, of the Buyer, in the case of the Seller, or of the Seller that is not exclusively related to the Business, in the case of the Buyer; provided that the parties may disclose, or may permit disclosure of, Confidential Information (i) to their respective representatives who have a need to know such information and are informed of their obligation to hold such information confidential to the same extent as is applicable to the parties and in respect of whose failure to comply with such obligations, Seller or Buyer, as the case may be, shall be responsible or (ii) if the parties, their affiliates, their employees or their representatives are requested or required to disclose any such Confidential Information by any Governmental Authority or, in the good faith opinion of independent legal counsel, by other requirements of law. Notwithstanding the foregoing, in the event that any demand or request for disclosure of Confidential Information is made pursuant to clause (ii) above, Seller or Buyer, as the case may be, shall promptly notify the other of the existence of such request or demand and shall provide the other a reasonable opportunity to seek an appropriate protective order or other remedy, which the parties shall cooperate in obtaining. In the event that such appropriate protective order or other remedy is sought or not obtained, the party who is required to disclose Confidential Information shall furnish, or cause to be furnished, only that portion of the Confidential Information that has been requested or demanded to be disclosed.

(b)

Section 4.17 Noncompetition.

(b)

(c)

(d)

Section 4.18

Section 4.19

Section 4.20

Section 4.21

ARTICLE V

CONDITIONS TO OBLIGATIONS OF THE PARTIES

Section 5.1 Conditions to Each Party's Obligation. The respective obligation of each party to consummate the transactions contemplated herein is subject to the satisfaction at the Closing of each of the following conditions precedent:

(a) No statute, rule or regulation shall have been enacted, entered, promulgated or enforced by any Governmental Authority that prohibits or materially restricts the consummation of the transactions contemplated hereby;

(b) There shall not be in effect any judgment, order, injunction or decree of any court of competent jurisdiction enjoining or making illegal the consummation of the transactions contemplated hereby; and

(c) The governmental authorizations or approvals set forth on Schedule 5.1(c) shall have been obtained or given, and all applicable waiting periods set forth on Schedule 5.1(c) shall have expired.

(d) The title insurance policies (or marked title commitments evidencing the Title Company's commitment to issue title insurance policies) contemplated by Section 4.7(b) shall have been issued by the Title Company with respect to the Owned Real Property, dated the date and time of the recording of the deeds and/or assignments of lease, with coverage in an amount not less than the amount of the Purchase Price allocated thereto showing title vested in Buyer, subject to no Lien other than Permitted Exceptions.

Section 5.2 Conditions to Obligations of Seller. The obligations of Seller to consummate the transactions contemplated hereby are further subject to the satisfaction (or waiver in writing) at the Closing of each of the following conditions, which are for the benefit of Seller only and may only be waived by Seller, at or prior to the Closing, in its sole discretion:

(a)

(b) Buyer shall have performed in all material respects its obligations under this Agreement required to be performed by it at or prior to the Closing pursuant to the terms hereof;

(c) Buyer shall have delivered to Seller a certificate as to the satisfaction of the conditions set forth in Sections 5.2(a) and (b), dated as of the Closing and executed by an officer of Buyer; and

(d) Buyer shall have delivered to the applicable Selling Party all the items set forth in Section 1.4(b).

Section 5.3 Conditions to Obligations of Buyer. The obligations of Buyer to consummate the transactions contemplated hereby are further subject to the satisfaction (or waiver in writing) at the Closing of each of the following conditions, which conditions are for the benefit of Buyer only and may only be waived by Buyer, at or prior to the Closing, in its sole discretion:

(a)

(b) Seller shall have performed in all material respects its obligations under this Agreement required to be performed by it at or prior to the Closing pursuant to the terms hereof;

(c) Seller shall have delivered to Buyer a certificate as to the satisfaction of the conditions contained in Sections 5.3(a) and (b), dated as of the Closing and executed by an officer of Seller;

(d) The applicable Selling Party shall have delivered to Buyer all of the items set forth in Section 1.4(a);

(e)

(f) The consents set forth on Schedule 5.3(f) shall have been obtained or given.

Section 5.4 Conditions to Obligations of Buyer in Respect of the Springhill Facility.

ARTICLE VI

SURVIVAL OF REPRESENTATIONS; INDEMNIFICATIONS

Section 6.1

Section 6.2 Seller's Agreement to Indemnify.

(b)
ll be

Section 6.3 Buyer's and Buyer Parent's Agreement to Indemnify.

(b)

Section 6.5 Environmental Indemnity.

Section 6.6 Additional Procedures for Remedial Actions.

UNRECORDED

Section 6.7 Exclusive Remedy for Environmental Matters; Indemnification by Buyer.

Section 6.8 Certain Tax Matters.

(f) Books and Records; Cooperation. Buyer and Seller shall (and shall cause their respective affiliates to) (i) provide the other party and its affiliates with such information and assistance as may be reasonably requested in connection with the preparation and filing of any Tax Return, claim for refund or other Tax filings, or in connection with any audit or other examination by any Taxing Authority or any judicial or administrative proceeding relating to Taxes and (ii) retain (and provide the other party and its affiliates with reasonable access to) all records or information which may be relevant to such Tax Return, filing, audit, examination or proceeding, provided that the foregoing shall be done in a manner so as not to interfere unreasonably with the conduct of the business of the parties.

Section 6.9

ARTICLE VII

TERMINATION, AMENDMENT AND WAIVER

Section 7.1 Termination of Agreement. This Agreement may be terminated:

(a)

(b)

(c) at any time prior to the Closing, by mutual written agreement of Seller and Buyer;

(d)

(e) by any party hereto, if any Governmental Authority shall have issued an order, decree or ruling or taken any other action, which permanently restrains, enjoins or otherwise prohibits the consummation of the transactions contemplated hereby and such order, decree, ruling or other action shall have become final and non-appealable; and

(f)

Section 7.2 Effect of Termination. In the event of termination of this Agreement as provided above in Section 7.1, this Agreement (other than this Section 7.2, Section 4.2(c) and Article VIII) shall forthwith become void and there shall be no liability on the part of Buyer or Seller (or their respective affiliates, officers or directors), except that Buyer shall thereupon promptly return to Seller or destroy (and cause its agents and representatives to return or destroy) all documents furnished to Buyer by or on behalf of the Selling Parties or any of their respective affiliates (and any copies thereof) to the extent required by the Confidentiality Agreement. i

Section 7.3 Amendment, Extension and Waiver. At any time prior to the Closing Date, the parties hereto may, by mutual agreement, (a) amend this Agreement, (b) extend the time for the performance of any of the obligations or other acts of the parties hereto, (c) waive any inaccuracies in the representations and warranties contained herein or in any document delivered pursuant hereto and (d) waive compliance with any of the agreements or conditions contained herein. Except as provided in Section 4.12, this Agreement may not be amended except by an instrument in writing signed on behalf of all of the parties hereto. Any agreement on the part of a party hereto to any extension or waiver shall be valid only if set forth in an instrument in writing signed by or on behalf of such party. No failure or delay by any party in exercising any right, power or privilege hereunder shall operate as a waiver thereof nor shall any single or partial exercise thereof

preclude any other or further exercise thereof or the exercise of any other right, power or privilege.

ARTICLE VIII

MISCELLANEOUS

Section 8.1 Fees and Expenses. Whether or not the transactions contemplated herein are consummated pursuant hereto, except as otherwise provided herein, each of Seller, on the one hand, and Buyer, on the other hand, shall pay all fees and expenses incurred by, or on behalf of, such party in connection with, or in anticipation of, this Agreement and the consummation of the transactions contemplated hereby.

Section 8.2 Further Assurances. From time to time after the Closing Date, at the request of another party hereto and at the expense of the party so requesting, each of the parties hereto shall execute and deliver, or shall cause to be executed and delivered to such requesting party such documents, and shall take or cause to be taken such other action, as such requesting party may reasonably request in order to consummate more effectively the transactions contemplated hereby.

Section 8.3 Counterparts. This Agreement may be executed and delivered (including by facsimile or other electronic transmission) simultaneously in counterparts, each of which when executed will be deemed an original but all of which together will constitute one and the same instrument.

Section 8.4 Notices. All notices, requests, demands, waivers and other communications required or permitted to be given under this Agreement shall be in writing and may be given by any of the following methods: (a) personal delivery; (b) registered or certified U.S. mail, postage prepaid, return receipt requested; (c) nationally-recognized overnight delivery service or (d) by facsimile transmission (with confirmation) to the appropriate facsimile number set forth below (or at such other facsimile number for the party as shall have been previously specified in writing to the other party) with follow-up copy by nationally-recognized overnight courier service the next Business Day. Notices shall be sent to the appropriate party at its address given below (or at such other address or facsimile number for such party as shall be specified by notice given hereunder):

(a) If to Seller to:

International Paper Company
6400 Poplar Avenue
Memphis, TN 38197
Attention: General Counsel
Facsimile:

with copies to:

Debevoise & Plimpton LLP
919 Third Avenue
New York, NY 10022
Attention: Jeffrey J. Rosen, Esq.
Facsimile:

(b) If to Buyer to:

Georgia-Pacific Corporation
133 Peachtree Street, N.E.
Atlanta, Georgia 30303
Attention: Tye G. Darland
Facsimile:

All such notices, requests, demands, waivers and other communications shall be deemed received (i) in the case of personal delivery, upon actual receipt thereof by the addressee, (ii) in the case of mail, upon receipt of the return receipt, (iii) in the case of overnight delivery, on the next Business Day following delivery to the overnight delivery service, or (iv) in the case of facsimile transmission, upon transmission thereof by sender and issuance by the transmitting machine of a confirmation slip that the number of pages constituting the notice have been transmitted.

Section 8.5 Severability. If any term or other provision of this Agreement is invalid, illegal or incapable of being enforced by any rule of law, or public policy, all other terms, conditions and provisions of this Agreement shall nevertheless remain in full force and effect so long as the economic or legal substance of the transactions contemplated hereby is not affected in any manner materially adverse to any party. Upon such determination that any term or other provision is invalid, illegal or incapable of being enforced, the parties hereto shall negotiate in good faith to modify this Agreement so as to effect the original intent of the parties as closely as possible in a mutually acceptable manner in order that the transactions contemplated hereby be consummated as originally contemplated to the fullest extent possible.

Section 8.6 Binding Effect; Assignment. This Agreement (including the Exhibits and Schedules hereto) and all of the provisions hereof shall be binding upon and shall inure to the benefit of the parties hereto and their respective successors and permitted assigns. Neither this Agreement nor any of the rights, interests or obligations hereunder shall be assigned, directly or indirectly, including by operation of law, by any party hereto without the prior written consent of the other parties hereto, except that (a) this Agreement and any rights, interests or obligations hereunder may be assigned in whole or in part (i) by Seller to any of its direct or indirect subsidiaries, provided that no such assignment shall relieve Seller of its obligations hereunder or (ii) by Buyer, to any entity (a "Permitted Assignee") that is directly or indirectly wholly owned by Buyer Parent, provided that no such assignment shall relieve Buyer Parent of its obligations hereunder and any Permitted Assignee will be deemed to be Buyer under this Agreement to the extent of any such assignment and (b)

Section 8.7 No Third-Party Beneficiaries. This Agreement is solely for the benefit of Seller and its successors and permitted assigns with respect to the obligations of Buyer and Buyer Parent under this Agreement, and for the benefit of Buyer, Buyer Parent and their respective successors and permitted assigns with respect to the obligations of Seller under this Agreement, and shall not be deemed to confer upon or

give to any other third party any remedy, claim, liability, reimbursement, cause of action or other right.

Section 8.8

Section 8.9 Interpretation; Certain Definitions.

(a) The article and section headings contained in this Agreement are solely for the purpose of reference, are not part of the agreement of the parties and shall not in any way affect the meaning or interpretation of this Agreement.

(b) The terms "hereof", "herein" and "hereunder" and terms of similar import are references to this Agreement as a whole and not to any particular provisions of this Agreement. Section, clause, Schedule and Exhibit references contained in this Agreement are references to Sections, clauses, Schedules and Exhibits in or to this Agreement, unless otherwise specified.

(c) Any reference to any particular Code section or any other law will be interpreted to include any revision of or successor to that section, regardless of how it is numbered or classified, and any rules and regulations promulgated thereunder.

(d) The words "include", "includes" or "including", when following any general term or statement, is not to be construed as limiting the general term or statement to the specific items or matters set forth or to similar items or matters, but rather as permitting the general term or statement to refer to all other items or matters that could reasonably fall within the scope of the general term or statement.

(e) The definitions contained in this Agreement are applicable to the singular as well as the plural forms of such terms.

(f) References to a Person are also references to its successors and permitted assigns.

(g) The use of "or" is not intended to be exclusive unless expressly indicated otherwise.

(h) As used in this Agreement, the following terms shall have the respective meanings given to them below:

"Accounting Principles" shall mean GAAP, applied on a basis consistent with the application thereof in the Balance Sheet and the principles set forth on Schedule 1.5(a); provided, that in the event GAAP (consistently applied) conflicts with such principles, such principles shall control.

"affiliate" of, or a Person "affiliated" with, a specified person, shall mean a Person that directly, or indirectly through one or more intermediaries, controls, or is controlled by, or is under common control with, the Person specified.

"Business Day" shall mean any day on which banks are not required or authorized to close in New York City.

"Buyer Shared Assets" shall mean shall mean any asset, property, Contract, license or other right included as an Asset hereunder to which Buyer will provide Seller a usage right pursuant to the Seller Transition Services Agreement.

"Camden Business" shall mean the business of production and distribution of wood products and building materials through the Camden Facility.

"Camden Facility" shall mean the plywood and lumber facility located in Camden, Texas.

"City of Gurdon Property Lease" shall mean the Lease Agreement, dated February 1, 1978, by and between Seller and the City of Gurdon, Arkansas, as supplemented by the First Supplemental Lease and Refunding Agreement, dated March 1, 1998, by and between Seller and the City of Gurdon, Arkansas, with respect to the assets financed with the Gurdon Tax-Exempt Bonds.

"Clark County Bonds" shall mean the Clark County, Arkansas, Industrial Development Revenue Bonds, 2000 Series A (International Paper Company Project), with an aggregate face amount of \$13,900,000.

"Clark County Property Lease" shall mean the Lease Agreement, dated November 1, 2000, by and between Seller and Clark County, Arkansas, with respect to the assets financed with the Clark County Bonds.

"Confidential Information" shall mean

"Contracts" shall mean, collectively, any oral or written contracts, agreements, leases, commitments, understandings, instruments, guarantees, bids and other arrangements (and proposals to enter into any of the foregoing), including any outstanding orders for the purchase or raw materials, goods or services and any unfilled orders for the sale or products, goods or services.

"Corrigan Business" shall mean the business of production and distribution of wood products and building materials through the Corrigan Facility.

"Corrigan Facility" shall mean the plywood facility located in Corrigan, Texas.

"Divested Businesses" shall mean all terminated, divested, discontinued, closed or disposed of businesses and facilities which, at or prior to the time of termination, divestiture, discontinuation, closure or disposition, related to or otherwise would have been part of the Business or were operated by Seller or its affiliates.

"Environmental Claim" shall mean

"Environmental Laws" shall mean any federal, state or local laws and the regulations promulgated thereunder relating to pollution (including emissions, discharges, disseminations, releases or threatened releases of Hazardous Substances into the environment), protection of the environment (including ambient air, surface water, ground water, soil, land surface or subsurface strata, flora, fauna and other natural resources) or the manufacture, processing, distribution, use, treatment, storage, disposal, transport or handling of Hazardous Substances.

"GAAP" shall mean United States Generally Accepted Accounting Principles, applied on a consistent basis.

"Governmental Authority" shall mean any federal, state, local or foreign government or any court or any administrative, regulatory or other governmental agency, commission or authority or any non-governmental self-regulatory agency, commission or authority.

"Gurdon Facility" shall mean the plywood and lumber facility located in Gurdon, Arkansas.

"Gurdon Tax-Exempt Bonds" shall mean the City of Gurdon, Arkansas, Pollution Control Revenue Refunding Bonds, 1998 Series A (International Paper Company Project), with an aggregate face amount of \$3,420,000.

"Hazardous Substances" shall mean any chemical, compound, constituent, material, waste, contaminant (including petroleum, crude oil or any fraction thereof) or other substance, defined as hazardous or toxic, or otherwise regulated by any of the following laws and regulations promulgated thereunder as amended from time to time prior to the Closing: (i) the Comprehensive Environmental Response, Compensation and Liability Act (as amended by the Superfund Amendments and Reauthorization Act), 42 U.S.C. § 9601 *et seq.*; (ii) the Resource Conservation and Recovery Act of 1976, 42 U.S.C. § 6901 *et seq.*; (iii) the Hazardous Materials Transportation Act, 49 U.S.C. § 5101 *et seq.*; (iv) the Toxic Substances Control Act, 15 U.S.C. § 2601 *et seq.*; (v) the Clean Water Act, 33 U.S.C. § 1251 *et seq.*; (vi) the Clean Air Act, 42 U.S.C. § 7401 *et seq.*; and (vii) with respect to the Owned Real Property located in such State(s), all laws of the State(s) based on, or substantially similar to, the federal statutes listed in parts (i) through (vi) of this paragraph.

"Improvements" shall mean, with respect to any real property, all buildings, fixtures, improvements and facilities located on and attached to such real property that is owned or leased by the Selling Parties and used in, on or at such real property in connection with the operation of the Business, together with loading docks, parking lots, garages, landscaping and site improvements in connection with such real property, construction work in progress and building materials located on or at the real

property and intended to be used in such construction work that is owned by the Selling Parties.

"Income Tax" or "Income Taxes" shall mean all Taxes based upon, measured by, or calculated with respect to (i) gross or net income or gross or net receipts of profits (including any capital gains, minimum taxes and any Taxes on items of tax preference, but not including sales, use, goods and services, real or personal property transfer or other similar Taxes), (ii) multiple bases (including corporate franchise, doing business or occupation Taxes) if one or more of the bases upon which such Tax may be based upon, measured by, or calculated with respect to, is described in (i) above, or (iii) withholding taxes measured by, or calculated with respect to, any payments or distributions (other than wages).

"Knowledge", with respect to Seller, shall mean the actual knowledge,

"Lien" shall mean any pledge, mortgage, charge, claim, title imperfection, defect or objection, security interest, conditional and installment sales agreement, encumbrance, easement, encroachment, third party right or restriction, of any kind.

"Material Adverse Effect" shall mean any material adverse effect on, the assets, financial condition or results of operations of the Business, taken as a whole.

"Organizational Documents" shall mean the articles of incorporation, certificate of incorporation, charter, bylaws, articles of formation, regulations, operating agreement, certificate of limited partnership, partnership agreement, and all other similar documents, instruments or certificates executed, adopted, or filed in connection with the creation, formation, or organization of a Person, including any amendments thereto.

"Permitted Exceptions" shall mean .

"Person" shall mean any individual, partnership, limited liability company, association, group, joint venture, corporation, trust, unincorporated organization, government or any department or agency thereof, or any other entity.

"Plywood and Complex Facilities" shall mean the (i) plywood and lumber facility located in Camden, Texas, (ii) plywood facility located in Corrigan, Texas, (iii) plywood and lumber facility located in Gurdon, Arkansas, (iv) plywood and lumber facility located in Springhill, Louisiana and (v) the assets of the Moscow, Camden, St. Augustine Railroad.

"Real Property" shall mean the Owned Real Property and the Leased Real Property.

"Related Person" shall mean any entity or business, whether or not incorporated, that, together with Seller, is or would have been at any time of determination occurring within the preceding six year, treated as a single employer under section 414 of the Code.

"Remediation" shall mean any investigation, removal, cleanup, containment or remediation of any release of Hazardous Substances.

"Remediation Standard" shall mean

"Seller Shared Assets" shall mean any asset, property, Contract, license or other right that does not constitute an Asset hereunder to the extent such asset, property, Contract, license or other rights is also used in connection with the operations of the Business.

"Shared Contracts" shall mean any Contracts between Seller and any of its affiliates, on the one hand, and one or more third parties, on the other hand, that directly benefit both the Business and any other business conducted by Seller and its affiliates.

"Shared Intellectual Property" means intellectual property that does not constitute an Asset hereunder but is nevertheless used in connection with the operations of the Business.

"Springhill Facility" shall mean the plywood and lumber facility located in Springhill, Louisiana.

"Straddle Period" shall mean any taxable period that includes (but does not end on) the Closing Date.

"Tax Return" shall mean any report, return (including any information return) or statement required to be supplied to a Taxing Authority in connection with Taxes including any amendments thereto.

"Taxes" shall mean all taxes, levies, charges, assessments or fees including income, corporation, gross receipts, transfer, excise, property, sales, use, value-added, goods and services, license, payroll, withholding, social security and franchise or other governmental taxes or charges, imposed by the United States or any state, county, local or foreign government, and such term shall include any interest, penalties or additional tax attributable thereto.

"Taxing Authority" shall mean the Internal Revenue Service and any other Governmental Authority responsible for the administration of Taxes.

"Title Company" shall mean "

"Working Capital" shall mean the current Assets, minus the current Assumed Liabilities, in each case determined in accordance with Schedule 1.5(a) provided, however, that neither Excluded Assets nor Excluded Liabilities shall be included in the calculation of Working Capital.

Section 8.10 Governing Law. This Agreement will be governed by, and construed and enforced in accordance with, the laws of the State of New York (without giving effect to the choice of law principles thereof that would cause the application of the laws of any other jurisdiction) as to all matters, including matters of validity, construction, effect, performance and remedies.

Section 8.11 Jurisdiction; Consent to Service; Waiver of Jury Trial.

(a) Each of Seller, Buyer and Buyer Parent (i) agrees that any suit, action or proceeding arising out of or relating to this Agreement shall be brought solely in a federal or state court located in and for Wilmington, Delaware; (ii) consents to the exclusive jurisdiction of each such court in any suit, action or proceeding relating to or arising out

of this Agreement; (iii) irrevocably waives, and agrees not to assert by way of motion, defense, or otherwise, any objection or claim that it may have to the laying of venue in any such suit, action or proceeding in any such court; and (iv) agrees that service of any court paper may be made in such manner as may be provided under applicable laws or court rules governing service of process. The parties hereto further agree, to the extent permitted by law, that final and unappealable judgment against a party in any action or proceeding contemplated above shall be conclusive and may be enforced in any other jurisdiction within or outside the United States by suit on the judgment, a certified or exemplified copy of which shall be conclusive evidence of the fact and amount of such judgment.

(b) EACH OF THE PARTIES HERETO HEREBY IRREVOCABLY WAIVES ANY AND ALL RIGHT TO TRIAL BY JURY IN ANY LEGAL PROCEEDING ARISING OUT OF OR RELATED TO THIS AGREEMENT OR THE ANCILLARY AGREEMENTS OR THE TRANSACTIONS CONTEMPLATED HEREBY OR THEREBY.

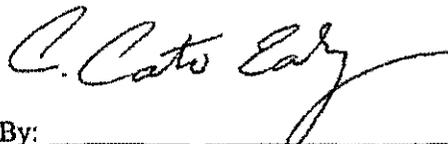
Section 8.12 Specific Performance Regarding Closing. The parties hereto agree that irreparable damage would occur in the event that the provisions of Section 1.3 were not performed in accordance with their specific terms. It is accordingly agreed that the parties hereto shall be entitled to specific performance of the terms of Section 1.3, this being in addition to any other remedy to which they are entitled at law or in equity.

Section 8.13 Entire Agreement. This Agreement, the Confidentiality Agreement, the Disclosure Schedules and the exhibits and other writings referred to herein or delivered pursuant hereto (including the Ancillary Agreements) that form a part hereof constitute the entire agreement among the parties with respect to their subject matter and supersede all other prior agreements and understandings, both written and oral, between the parties or any of them with respect to their subject matter (including any proposal letter, letter of intent or memorandum of understanding).

{Remainder of page intentionally left blank}

IN WITNESS WHEREOF, the parties hereto have caused this Agreement to be executed as of the date first above written.

INTERNATIONAL PAPER COMPANY

A handwritten signature in cursive script that reads "C. Cato Ealy". The signature is written in black ink and is positioned above a horizontal line.

By: _____

Name: C. Cato Ealy

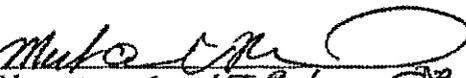
Title: Senior Vice President

IN WITNESS WHEREOF, the parties hereto have caused this Agreement to be executed as of the date first above written.

GEORGIA-PACIFIC CORPORATION

By: 
Name: James B Hannan
Title: President/COO

GEORGIA-PACIFIC WOOD PRODUCTS
SOUTH LLC

By: 
Name: Michael T Reardon
Title: President

GEORGIA-PACIFIC HOLDINGS, LLC

By: 
Name: James B Hannan
Title: President