

or (iv) any agency of the United States Government shall have notified either party that consummation of the Merger would constitute a violation of the antitrust laws of the United States and that it intends to commence proceedings to restrain the consummation of the Merger or to force divestiture.

(b) By CYANAMID and DEVELOPMENT, in the event that holders of more than 5% of the outstanding shares of Common Stock of ERVIN shall have demanded appraisal of and payment for their shares in accordance with § 262 of the Delaware General Corporation Law.

§ 8.02 EXPENSES. Each party to the reorganization shall pay its own costs and expenses in connection with the reorganization.

§ 8.03 NOTICES AND REPRESENTATIVE. Any notice expressly provided for under this Agreement shall be in writing, shall be given either manually or by mail, telegram, radiogram or cable, and shall be deemed sufficiently given if and when received by the party to be notified at its address set forth below or if and when mailed by registered or certified mail, postage prepaid, addressed to such party at such address. Any party and any representative designated below may, by notice to the others, change its address for receiving such notices. All notices and consents on behalf of CYANAMID shall be signed by a corporate officer of CYANAMID.

*Address for Notices to CYANAMID and DEVELOPMENT:*

AMERICAN CYANAMID COMPANY  
CYANAMID DEVELOPMENT COMPANY  
Waync, New Jersey 07470  
Attn: Secretary

*Address for Notices to ERVIN:*

THE ERVIN COMPANY  
4037 East Independence Boulevard  
Charlotte, North Carolina 28205  
Attn: Vice President and General Counsel

After the consummation of the Merger, any notices required to be given hereunder to ERVIN Stockholders shall be addressed to such Stockholders as a group, c/o the representative referred to in this § 8.03 then acting, at 4037 East Independence Boulevard, Charlotte, North Carolina 28205.

ERVIN and the ERVIN Stockholders have appointed Calvin J. Harris, and in the case of his death or inability to act, William S. Michael, and in the case of the death or inability to act of both of the foregoing, E. Allen Brown, Jr., as their representative with full power to act in any and all matters which may require action by ERVIN or the ERVIN Stockholders, and CYANAMID may conclusively rely on any notice, consent, demand or other instrument signed by such person as the act of ERVIN and/or the ERVIN Stockholders, as the case may be.

§ 8.04 ASSIGNMENT AND BENEFITS OF AGREEMENT. This Agreement shall be binding upon and shall inure to the benefit of the parties and the ERVIN Stockholders and their respective successors but may not be assigned by any of the foregoing without the written consent of the others. Specifically, without limiting the generality of the foregoing, the rights of the ERVIN Stockholders to receive the shares of CYANAMID Common Stock contingently issuable may not be assigned or transferred other than by operation of law. Except as aforesaid, nothing in this Agreement, express or implied, is intended to confer upon any person other than the parties hereto and their said successors and assigns, any rights, remedies or obligations under or by reason of this Agreement.