

SECURITIES AND EXCHANGE COMMISSION  
Washington, D.C. 20549  
FORM S-8  
REGISTRATION STATEMENT UNDER  
THE SECURITIES ACT OF 1933

SEALED AIR CORPORATION  
(Exact Name of Issuer as Specified in its Charter)

Delaware No. 65-0654331  
(State or Other Jurisdiction of (I.R.S. Employer Identification  
Incorporation or Organization) Number)

Park 80 East  
Saddle Brook, New Jersey 07663-5291  
(Address and Zip Code of Principal Executive Offices)

CONTINGENT STOCK PLAN  
OF SEALED AIR CORPORATION  
(Title of the Plan)

H. KATHERINE WHITE, ESQ.  
General Counsel and Secretary  
SEALED AIR CORPORATION  
Park 80 East  
Saddle Brook, New Jersey 07663-5291  
(Name and Address of Agent for Service)

Telephone Number, Including Area Code, of Agent for Service:  
201-791-7600

CALCULATION OF REGISTRATION FEE

Title of securities to be registered	Amount to be registered	Proposed maximum offering price per unit	Proposed maximum aggregate offering price	Amount of registration fee
Common Stock par value \$0.10 per share	2,049,550 shares	\$37.06 per share*	\$75,956,323*	\$22,407.12

\*Estimated solely for the purpose of calculating the registration fee pursuant to Rule 457(c) based on the average of the high and low prices of the Registrant's Common Stock reported in the consolidated reporting system for New York Stock Exchange traded securities on July 8, 1998.

Pursuant to Rule 429 of the General Rule and Regulations under the Securities Act of 1933, as amended, the Prospectus that is a part of this Registration Statement is a combined prospectus relating also to the Registration Statement on Form S-8, No. 333-50601.

PART II

INFORMATION REQUIRED IN THE REGISTRATION STATEMENT

Item 3. Incorporation of Documents by Reference.

The following documents filed by the Corporation (File No. 1-12139) with the Securities and Exchange Commission are incorporated by reference into this Registration Statement:

(a) Annual Report on Form 10-K of W. R. Grace & Co. for the year ended December 31, 1997, as amended;

(b) Current Report on Form 8-K of W. R. Grace & Co. dated February 9, 1998;

(c) Current Report on Form 8-K of Sealed Air Corporation (formerly named W. R. Grace & Co.) dated March 31, 1998;

(d) Current Report on Form 8-K of Sealed Air Corporation (formerly named W. R. Grace & Co.) dated April 2, 1998, as amended;

(e) Quarterly Report on Form 10-Q of Sealed Air Corporation for the quarter ended March 31, 1998; and

(f) the description of the Corporation's common stock contained in the Corporation's Joint Proxy Statement/Prospectus filed as part of the Corporation's Registration Statement on Form S-4, declared effective on February 13, 1998.

All documents filed by the Corporation with the Securities and Exchange Commission pursuant to Sections 13(a), 13(c), 14 and 15(d) of the Securities Exchange Act of 1934, as amended, subsequent to the date of this Registration Statement and prior to the filing of a post-effective amendment which indicates that all securities offered have been sold or which deregisters all securities then remaining unsold, shall be deemed to be incorporated herein by reference and to be a part hereof from the respective date of filing of each such document.

#### Item 4. Description of Securities.

The securities to be offered are registered under Section 12(b) of the 1934 Act.

#### Item 5. Interests of Named Experts and Counsel.

The validity of the shares of Common Stock offered under this Registration Statement has been passed upon for the Registrant by H. Katherine White, General Counsel and Secretary of the Registrant. As of the date of this Registration Statement, Ms. White was employed by the Registrant and was the beneficial owner of approximately 28,918 shares of Common Stock of the Registrant.

#### Item 6. Indemnification of Directors and Officers.

Section 145 of the General Corporation Law of the State of Delaware (the "General Corporation Law") provides that: (1) under certain circumstances a corporation may indemnify a director or officer made party to, or threatened to be made party to, any civil, criminal, administrative or investigative action, suit or proceeding (other than an action by or in the right of the corporation) because such person is or was a director, officer, employee or agent of the corporation, or because such person is or was so serving another enterprise at the request of the corporation, against expenses, judgments, fines and amounts paid in settlement reasonably incurred by such person in connection with such action, suit or proceeding, if such person acted in good faith and in a manner such person reasonably believed to be in or not opposed to the best interests of the corporation, and, with respect to criminal cases, had no reasonable cause to believe such person's conduct was unlawful; (2) under certain circumstances a corporation may indemnify a director or officer made party to, or threatened to be made party to, any action or suit by or in the right of the corporation for judgment in favor of the corporation because such person is or was a director, officer, employee or agent of the corporation, or because such person is or was so serving another enterprise at the request of the corporation, against expenses reasonably incurred by such person in connection with the defense or settlement of such action or suit if such person acted in good faith and in a manner such person reasonably believed to be in or not opposed to the best interests of the corporation; and (3) a director or officer shall be indemnified by the corporation against expenses reasonably incurred by such person in connection with and to the extent that such person has been successful on the merits or otherwise in defense of any action, suit or proceeding referred to in the preceding clauses, or in defense of any claim, issue or matter therein.

Under Article ELEVENTH of the Registrant's Amended and Restated Certificate of Incorporation and Article 8 of the Registrant's By-Laws, indemnification of directors and officers is provided for to the fullest extent permitted under the General Corporation Law. Article TWELFTH of the Registrant's Amended and Restated Certificate of Incorporation eliminates the liability of directors for monetary damages for breach of fiduciary duty as directors, except for liability (1) for any breach of the director's duty of loyalty to the Corporation or its stockholders, (2) for acts or omissions not in good faith or which involve intentional misconduct or a knowing violation of law, (3) under Section 174 of the General Corporation Law, or (4) for any transaction from which the director derived an improper personal benefit. The General Corporation Law, the Registrant's Amended and Restated Certificate of Incorporation and the By-Laws of the Registrant permit the purchase by the Registrant of insurance for indemnification of directors and officers. The Registrant currently maintains directors and officers liability insurance.

The foregoing summary of Section 145 of the General Corporation Law, Articles ELEVENTH and TWELFTH of the Amended and Restated Certificate of Incorporation of the Registrant and Article 8 of the By-Laws of the Registrant is qualified in its entirety by reference to the relevant provisions of Section 145, the relevant provisions of the Registrant's Amended and Restated Certificate of Incorporation, which are incorporated herein by reference to Exhibit 3.1 to the Registrant's Quarterly Report on Form 10-Q for the quarter ended March 31, 1998, File No. 1-12139, and the relevant provisions of the Registrant's By-Laws, which are incorporated herein by reference to Exhibit 3.2 to the Registrant's Current Report on Form 8-K, Date of Report March 31, 1998, File No. 1-12139.

Item 7. Exemption from Registration Claimed.

Not applicable.

Item 8. Exhibits.

Exhibit No.	Description*
4.1	Amended and Restated Certificate of Incorporation of the Corporation as currently in effect [Exhibit 3.1 to the Corporation's Quarterly Report on Form 10-Q for the quarter ended March 31, 1998, File No. 1-12139]
4.2	Amended and Restated By-Laws of the Corporation as currently in effect [Exhibit 3.2 to the Corporation's Current Report on Form 8-K, Date of Report March 31, 1998, File No. 1-12139]
4.3	Contingent Stock Plan of the Corporation
4.4	Form of Contingent Stock Purchase Agreement - Non-Officer Employee
4.5	Form of Contingent Stock Purchase Agreement - Officer
4.6	Form of Contingent Stock Purchase Agreement - Section 162(m) Officer
5	Opinion of counsel as to legality of securities being registered
23.1	Consent of KPMG Peat Marwick LLP
23.2	Consent of Price Waterhouse LLP
23.3	Consent of Counsel [Contained in opinion filed as Exhibit 5 to this Registration Statement]
24	Powers of Attorney [Contained in Signature Pages of this Registration Statement]

\* Material in brackets is incorporated herein by reference.

Item 9. Undertakings.

The undersigned registrant hereby undertakes: (1) to file, during any period in which offers or sales are being made, a post-effective amendment to this registration statement: (i) to include any prospectus required by Section 10(a)(3) of the Securities Act of 1933; (ii) to reflect in the prospectus any facts or events arising after the effective date of the registration statement (or the most recent post-effective amendment thereof) which, individually or in the aggregate, represent a fundamental change in the information set forth in the registration statement; and (iii) to include any material information with respect to the plan of distribution not previously disclosed in the registration statement or any material change to such information in the registration statement, provided, however, that paragraphs (1)(i) and (1)(ii) do not apply if the registration statement is on Form S-3 or Form S-8 and the information required to be included in a post-effective amendment by those paragraphs is contained in periodic reports filed by the registrant pursuant to section 13 or section 15(d) of the Securities Exchange Act of 1934 that are incorporated by reference in the registration statement; (2) that, for the purpose of determining any liability under the Securities Act of 1933, each such post-effective amendment shall be deemed to be a new registration statement relating to the securities offered therein, and the offering of such securities at that time shall be deemed to be the initial bona fide offering thereof; and (3) to remove from registration by means of a post-effective amendment any of the securities being registered which remain unsold at the termination of the offering.

The undersigned registrant hereby undertakes that, for purposes of determining any liability under the Securities Act of 1933, each filing of the registrant's annual report pursuant to Section 13(a) or Section 15(d) of the Securities Exchange Act of 1934 (and, where applicable, each filing of an employee benefit plan's annual report pursuant to Section 15(d) of the Securities Exchange Act of 1934) that is incorporated by reference in the registration statement shall be deemed to be a new registration statement relating to the securities offered therein, and the offering of such securities at that time shall be deemed to be the initial bona fide offering thereof.

The undersigned registrant hereby undertakes to deliver or cause to be delivered with the prospectus to each employee to whom the prospectus is sent or given a copy of the registrant's annual report to stockholders for its last fiscal year, unless such employee otherwise has received a copy of such report, in which case the registrant shall state in the prospectus that it will promptly furnish, without charge, a copy of such report on written request of the employee. If the last fiscal year of the registrant has ended within 120 days prior to the use of the prospectus, the annual report of the registrant for the preceding fiscal year may be so delivered, but within such 120 day period the annual report for the last fiscal year will be furnished to each such employee.

Insofar as indemnification for liabilities arising under the Securities Act of 1933 may be permitted to directors, officers and controlling persons of the Registrant pursuant to the foregoing provisions, or otherwise, the Registrant has been advised that in the opinion of the Securities and Exchange Commission such indemnification is against public policy as expressed in the Act and is, therefore, unenforceable. In the event that a claim for indemnification against such liabilities (other than the payment by the Registrant of expenses incurred or paid by a director, officer or controlling person of the Registrant in the successful defense of any action, suit or proceeding) is asserted by such director, officer or controlling person in connection with the securities being registered, the Registrant will, unless in the opinion of its counsel the matter has been settled by controlling precedent, submit to a court of appropriate jurisdiction the question whether such indemnification by it is against public policy as expressed in the Act and will be governed by the final adjudication of such issue.

#### SIGNATURES

The Registrant. Pursuant to the requirements of the Securities Act of 1933, the registrant certifies that it has reasonable grounds to believe that it meets all of the requirements for filing on Form S-8 and has duly caused this Registration Statement to be signed on its behalf by the undersigned, thereunto duly authorized, in the Town of Saddle Brook, State of New Jersey, on this 15th day of July, 1998.

SEALED AIR CORPORATION  
(Registrant)

By s/T.J. Dermot Dunphy  
T.J. Dermot Dunphy  
Chief Executive Officer

Pursuant to the requirements of the Securities Act of 1933, this Registration Statement has been signed by the following persons in the capacities and on the dates indicated. Each person whose individual signature appears below hereby authorizes T. J. Dermot Dunphy, William V. Hickey and H. Katherine White, and each of them, as attorneys-in-fact, with full power of substitution, to execute, in the name and on behalf of each such person and in any and all capacities, and to file any amendment to this Registration Statement (and all other registration statements to which the prospectus related to this Registration Statement also relates pursuant to Rule 429 of the General Rules and Regulations under the Securities Act of 1933, as amended), including any and all post-effective amendments.

Signature	Title	Date
s/T.J. Dermot Dunphy T.J. Dermot Dunphy	Chairman of the Board, Chief Executive Officer and Director (Principal Executive Officer)	July 15, 1998
s/Hank Brown Hank Brown	Director	July 15, 1998

s/John K. Castle John K. Castle	Director	July 15, 1998
s/Christopher Cheng Christopher Cheng	Director	July 15, 1998
s/Lawrence R. Codey Lawrence R. Codey	Director	July 15, 1998
s/Charles F. Farrell, Jr. Charles F. Farrell, Jr.	Director	July 15, 1998
	Director	
s/Virginia A. Kamsky Virginia A. Kamsky	Director	July 15, 1998
s/Alan H. Miller Alan H. Miller	Director	July 15, 1998
	Director	
s/Robert L. San Soucie Robert L. San Soucie	Director	July 15, 1998
s/Daniel S. Van Riper Daniel S. Van Riper	Senior Vice President and Chief Financial Officer (Principal Financial Officer)	July 15, 1998
s/Jeffrey S. Warren Jeffrey S. Warren	Controller (Principal Accounting Officer)	July 15, 1998

CONTINGENT STOCK PLAN  
OF  
SEALED AIR CORPORATION,  
AS AMENDED

Section 1. Purpose. The purpose of the Contingent Stock Plan (the "Plan") of Sealed Air Corporation (the "Corporation") is to assist the Corporation and its subsidiaries in attracting and retaining employees of outstanding competence by providing an incentive that permits those employees responsible for the Corporation's growth to share directly in that growth and to further the identity of their interests with those of the stockholders of the Corporation.

Section 2. Administration. The Plan shall be administered by a committee (the "Committee") composed of not less than three persons chosen from time to time by the Board of Directors of the Corporation (the "Board") from among those directors of the Corporation who are not, and have not been for at least one year, employees of the Corporation or its subsidiaries. In addition to the powers granted to the Committee as elsewhere set forth in the Plan, and subject to the terms and conditions of the Plan, the Committee is authorized to interpret the Plan, to adopt and revise rules and regulations relating to the Plan and the conduct of the business of the Committee, and to make all determinations that it believes necessary or advisable for the operation and administration of the Plan. All decisions and determinations by the Committee with respect to the Plan shall be final, binding and conclusive upon all parties, including the Corporation, its stockholders and all employees of the Corporation and of its subsidiaries. If no Committee is appointed by the Board or if the Committee shall for any reason cease or become unable to act, the Board shall act as the Committee. No member of the Committee shall be liable for any action or determination made in good faith with respect to the Plan or any award ("Award") of a right to purchase shares of the \$0.10 par value Common Stock of the Corporation (the "Common Stock") granted pursuant to the Plan.

Section 3. Stock Available. The stock subject to the Plan shall be such authorized but unissued or treasury shares of Common Stock as shall from time to time be determined by the Committee. The total amount of Common Stock that may be issued pursuant to the Plan is 2,500,000 shares, subject, however, to adjustment in accordance with the provisions of Section 15. In the event that any Common Stock issued pursuant to the Plan is reacquired by the Corporation upon the exercise of an option described in Section 8, the shares of Common Stock so acquired will again become available for issuance pursuant to the Plan.

Section 4. Eligibility. Each employee of the Corporation or any subsidiary of the Corporation, including officers, whom the Committee determines is in a position to make a significant contribution to the growth and success of the Corporation shall be eligible to participate under the Plan ("Employee"). An Employee may receive more than one Award under the Plan.

Section 5. Terms, Conditions and Form of Purchase Agreements. The Committee shall have exclusive jurisdiction, except as otherwise limited by the Plan, to grant all Awards, to select the Employees to be granted Awards, to condition the grant of Awards to specific Employees upon achievement of performance measures under any plan or program adopted by the Corporation, to determine the number of shares of Common Stock to be covered by an Award, to determine the time or times for the grant of Awards, to determine the Issue Price (as such term is defined in Section 7) of the shares of Common Stock that are the subject of an Award, to determine the duration of the Corporation's option described in Section 8, to prescribe the form or forms of agreement for the purchase of the Common Stock that is the subject of an Award ("Purchase Agreement"), to modify any such form of Purchase Agreement, and to have full authority with respect to all other matters relating to the Plan except those matters as are expressly reserved herein to the stockholders of the Corporation. The Committee shall inform the appropriate officers of the Corporation of its determinations, and such officers shall inform the Employee to whom an Award has been made of the grant of such Award. The Committee may authorize any officer of the Corporation to enter into Purchase Agreements on behalf of the Corporation and to take all

other action necessary or desirable to effectuate the determinations of the Committee. Purchase Agreements, which need not be identical, shall be in writing and shall not contain provisions inconsistent with provisions of the Plan.

Section 6. Exercise of Right to Purchase Shares. An Employee who has been granted an Award may exercise his right to purchase shares of Common Stock during the 60 day period beginning immediately after the grant of the Award, provided that he is still an employee of the Corporation or of a subsidiary of the Corporation on the date of such exercise. In order to so exercise such right to purchase, an Employee shall give written notice to the Corporation of such election. The Issue Price of the shares to be issued shall be tendered in cash at the time such notice is given. No such right to purchase shares shall be transferable by an Employee to whom an Award has been granted.

Section 7. Issue Price of Common Stock. Prior to the issuance of Common Stock to an Employee pursuant to the Plan, the Employee shall pay to the Corporation an amount of money per share ("Issue Price") to be determined by the Committee that shall take into consideration the value of the services performed and to be performed by the Employee, which amount shall not be less per share than the par value of the Common Stock nor more than ten percent (10%) of the fair market value per share thereof. For the purposes of the foregoing sentence, "fair market value per share" shall mean the last sales price of the Common Stock as reported on the consolidated transaction reporting system for New York Stock Exchange listed issues on the day the Committee made the Award or, if no sales occurred on such date, the last sales price on the consolidated transaction reporting system on the most recent prior day on which a sale occurred. If the Common Stock ceases to be listed on the New York Stock Exchange, Inc., fair market value per share shall be determined in such manner as shall be selected by the Committee. If the Issue Price (as determined by the Committee on the date of an Award) shall exceed ten per cent (10%) of the fair market value per share, the Issue Price shall be reduced to an amount that shall represent ten percent (10%) of the fair market value per share.

Section 8. Option of the Corporation to Reacquire Issued Stock. Unless a shorter period is specified by the Committee at the time an award is granted and except as provided below, for a period beginning on the date of the grant of an Award and ending on the third anniversary of such date or such later date as the Committee shall determine, any Common Stock issued pursuant to the Plan shall be subject to an option in favor of the Corporation to reacquire such Common Stock at a price per share equal to the Issue Price. Neither the shares of Common Stock issued pursuant to the Plan nor any interest therein shall be sold, transferred or encumbered until such option may no longer become exercisable. The option of the Corporation to reacquire such Common Stock shall become exercisable only upon the termination of employment of the Employee with the Corporation or any of its subsidiaries other than as a result of the Employee's death or permanent and total disability. The decision whether or not to exercise such option as to all or part of the shares subject thereto owned by an Employee shall be made by the Committee and communicated to the Chief Executive Officer or other appropriate officer of the Corporation who shall be authorized to take any and all action necessary to effectuate such decision.

Section 9. Exercise of Option to Reacquire Issued Stock. The option described in Section 8 shall be exercised in whole or part by the Corporation by its sending, if at all, no later than 90 days after the Employee's termination of employment written notice of such exercise to the Employee at the address specified by the Employee for such purpose, such notice also to set forth the address to which and the date on which the certificates, if any, representing the Common Stock in respect of which the option is being exercised, duly endorsed for transfer, should be sent. The date specified shall not be less than ten days nor more than thirty days from the date of such notice. Such notice shall be sent to the Employee by registered or certified mail, postage prepaid, or by any other delivery service that provides written confirmation of delivery. The Employee or his successor in interest with respect to such shares shall have no further rights as a stockholder from and after the date so specified in such notice. If certificates are duly delivered in accordance with the written notice, the Corporation shall promptly send to the Employee its check in repayment of the Issue Price for such shares. The Corporation shall affix to such certificates any required stock transfer stamps. If certificates are not so delivered, the Corporation shall deposit the required amount of payment in an escrow account in the name of the Employee to be held therein until such certificates are delivered to the Corporation and the Corporation shall immediately advise its transfer agent of such action.

Section 10. Legend on Stock Certificates. All shares of Common Stock issued under the Plan shall, so long as the restrictions imposed by the Plan remain in effect, be represented by certificates, each of which shall

bear a legend in substantially the following form:

This certificate and the shares represented hereby are held subject to the terms of the Contingent Stock Plan of Sealed Air Corporation which Plan provides that the shares issued pursuant thereto are subject to an option in favor of Sealed Air Corporation to reacquire such shares at a price that may be significantly lower than their fair market value and that neither such shares nor any interest therein may be sold, transferred or encumbered until the expiration of such option. If such option is exercised, the holder of the shares represented by this certificate will have no further rights with respect to such shares and this certificate will be deemed void. A copy of such Plan is available for inspection at the executive offices of Sealed Air Corporation.

Upon the expiration of the Corporation's option to reacquire shares of Common Stock, an Employee may surrender to the Corporation the certificate or certificates representing such shares in exchange for a new certificate or certificates, free of the above legend, or for a statement from the Corporation representing such shares in book entry form free of such legend.

#### Section 11. Government and Other Regulations and Restrictions.

The obligation of the Corporation to issue Common Stock upon execution of a Purchase Agreement shall be subject to all applicable laws, rules and regulations and to such approvals by governmental agencies as may be required. Shares of Common Stock acquired pursuant to the Plan shall not be sold, transferred or otherwise disposed of unless and until either (a) such shares shall have been registered by the Corporation under the Securities Act of 1933, as amended (the "Securities Act"), (b) the Corporation shall have received either a "no action" letter from the Securities and Exchange Commission or an opinion of counsel acceptable to the Corporation to the effect that such sale, transfer or other disposition of the shares may be effected without such registration or (c) such sale, transfer or disposition of the shares is made pursuant to Rule 144 under the Securities Act, as the same may from time to time be in effect, and the Corporation shall have received an opinion of counsel or other information acceptable to the Corporation to such effect. In the event that at the time a Purchase Agreement is executed there shall not be on file with the Securities and Exchange Commission an effective Registration Statement under the Securities Act covering the shares of Common Stock to be issued pursuant thereto the Employee will execute and deliver to the Corporation upon receipt by him of any such shares an undertaking in form and substance satisfactory to the Corporation that (i) it is his intention to acquire and hold such shares for investment and not for the resale or distribution thereof, (ii) he will comply with the Securities Act with respect to such shares, and (iii) he will indemnify the Corporation for any costs, liabilities and expenses that it may sustain by reason of any violation of the Securities Act occasioned by any act on his part with respect to such shares. The Corporation may require that any certificate or certificates evidencing shares issued pursuant to the Plan bear a restrictive legend intended to effect compliance with the Securities Act or any other applicable regulatory measures.

Section 12. Registration of Shares. The Corporation shall be under no obligation to register any shares of Common Stock under the Securities Act. However, a Purchase Agreement may make appropriate and reasonable provision for the registration of Common Stock acquired thereunder. The Corporation, at its election, may undertake to pay all fees and expenses of each such registration, other than an underwriter's commission, if any.

Section 13. No Rights in Common Stock. No Employee shall have any interest in or be entitled to any voting rights or dividends or other rights or privileges of stockholders of the Corporation with respect to any shares of Common Stock unless, and until, shares of Common Stock are actually issued to such Employee following execution of a Purchase Agreement and then only from the date the Employee becomes the record owner thereof.

Section 14. Subsidiaries. The subsidiaries of the Corporation referred to in the Plan are those corporations, joint ventures or other entities in which the Corporation owns, directly or indirectly, in the aggregate at least 50 percent of the voting power of the classes of stock of such entity entitled to vote and those partnerships, joint ventures and other entities in which the Corporation owns, directly or indirectly, a 50 percent or more interest in the capital account or earnings.

Section 15. Adjustments. In the event of changes in the Common Stock of the Corporation after the Effective Date by reason of any stock dividend, split-up, combination of shares, reclassification, recapitalization, merger, consolidation, reorganization, or liquidation: (a) the restrictions and the option provided in Section 8 and the requirement of a legend on stock certificates provided in Section 10 shall apply to any securities issued in



connection with any such change in respect of stock that has been awarded under the Plan and (b) appropriate adjustments shall be made by the Committee as to (i) the number of shares to be delivered and the price per share to be paid by the Corporation upon the exercise, in whole or in part, of the option provided in Section 8, (ii) the number of shares to be delivered and the Issue Price where such change occurred after the date of the Award but before the date the stock covered by the Award is delivered and (iii) the number and class of shares available under the Plan in the aggregate.

Section 16. Change in Control. A "Change in Control" shall occur when (i) there occurs a reorganization, merger, consolidation, sale of all or substantially all the Corporation's assets, or other corporate transaction involving the Corporation (a "Corporate Transaction") and the stockholders of the Corporation immediately prior to such Corporate Transaction do not, immediately after the Corporate Transaction, beneficially own, in the aggregate, directly or indirectly, at least 70% of the combined voting power of the outstanding voting securities of the successor or resulting corporation or other entity resulting from such Corporate Transaction, where the term "beneficially own" shall be used as in Sections 13(d) and 14(d) of the Securities Exchange Act of 1934, as amended (the "Securities Exchange Act"), (ii) any "person" (as the term "person" is used in Sections 13(d) and 14(d) of the Securities Exchange Act) is or becomes the beneficial owner, directly or indirectly, of securities of the Corporation representing 30% or more of the combined voting power of the Corporation's then outstanding securities, (iii) as a result of any solicitation subject to Rule 14a-11 under the Securities Exchange Act (or any successor rule thereto) one or more persons not recommended by or opposed for election to the Board of Directors by one-third or more of the Continuing Directors of the Corporation then in office is or are elected a director of the Corporation, or (iv) the Corporation shall become subject for any reason to a voluntary or involuntary dissolution or liquidation. A "Continuing Director" shall be a director of the Corporation who is serving as such on the Effective Date and any person who is approved as a nominee or elected to the Board of Directors by a majority of Continuing Directors who are then members of the Board of Directors of the Corporation. Upon any Change in Control, as of the close of business at the principal executive office of the Corporation on the business day immediately preceding the date on which such event occurs, for purposes of the Plan and to the extent that the provisions of the Plan remain applicable to shares granted under the Plan, the option provided for in Section 8 of the Plan shall cease without further act to be exercisable with respect to any securities subject to an Award under the Plan, the restrictions provided for in Section 8 of the Plan shall without further act expire and cease to apply to any securities subject to an Award under the Plan, the requirement of a legend on stock certificates provided for in Section 10 of the Plan shall without further act expire and cease to apply to any securities subject to an Award under the Plan, and each Employee holding shares issued under the Plan shall thereupon have the right to receive an unlegended certificate as set forth in the last sentence of Section 10 of the Plan.

Section 17. Successors. The provisions of the Plan shall be binding upon and inure to the benefit of all successors of any person receiving Common Stock of the Corporation pursuant to the Plan, including, without limitation, the estate of such person and the executors, administrators or trustees thereof, the heirs and legatees of such person, and any receiver, trustee in bankruptcy or representative of creditors of such person.

Section 18. Indemnification of Committee Members. In addition to such other rights of indemnification as they may have as directors or as members of the Committee, the members of the Committee shall be indemnified by the Corporation against all costs and expenses reasonably incurred by them in connection with any action, suit or proceeding to which they or any of them may be party by reason of any action taken or failure to act under or in connection with the Plan, and against all amounts paid by them in settlement thereof (provided such settlement is approved by independent legal counsel selected by the Corporation) or paid by them in satisfaction of a judgment in any such action, suit or proceeding, except a judgment based upon a finding of bad faith, provided that upon institution of any such action, suit or proceeding, the Committee member desiring indemnification shall give the Corporation an opportunity, at its own expense, to conduct and defend the same.

Section 19. Corporation's Right to Terminate Employment. Nothing contained in the Plan or in any Purchase Agreement shall confer upon any Employee a right to continue in the employ of the Corporation or any of its subsidiaries or interfere in any way with the right of the Corporation or any of its subsidiaries to terminate the employment of any Employee at any time, whether with or without cause.

Section 20. Tax Withholding. Each Purchase Agreement incident to the Plan shall make appropriate provisions for the withholding of any federal,

state or local taxes and any other charges that may be required by law to be withheld by reason of an Award, the issuance of Common Stock pursuant to the Plan or the reacquisition of such Common Stock by the Corporation.

Section 21. Action by Corporation. Neither the existence of the Plan nor the issuance of Common Stock pursuant thereto shall impair the right of the Corporation or its stockholders to make or effect any adjustments, recapitalizations or other change in the Common Stock referred to in Section 15, any change in the Corporation's business, any issuance of debt obligations or stock by the Corporation or any grant of options on stock of the Corporation.

Section 22. Reliance on Reports. Each member of the Committee shall be fully justified in relying or acting in good faith upon any reports or other information furnished in connection with the Plan by any person or persons. In no event shall any person who is or shall have been a member of the Committee be liable for any determination made or other action taken or any omission to act in reliance upon any such report or information or for any action taken or failure to act, if in good faith.

Section 23. Expenses. The expenses of administering the Plan shall be borne by the Corporation.

Section 24. Pronouns. Masculine pronouns and other words of masculine gender shall refer to both men and women.

Section 25. Termination and Amendment of the Plan. The Committee shall have complete power and authority to amend, suspend or terminate the Plan and, if suspended, reinstate any and all provisions of the Plan except that without further approval of the stockholders of the Corporation and except as otherwise provided in Section 15, (i) the number of shares available for issuance under the Plan either in the aggregate or to any one person shall not be increased and (ii) the minimum Issue Price shall not be decreased. Any Common Stock issued under the Plan with respect to which the period specified in or pursuant to Section 8 has not expired on or before the date of termination of the Plan shall remain subject to reacquisition by the Corporation pursuant to Section 8 until the expiration of such period.

Section 26. Effective Date. The Plan shall become effective on April 2, 1998 (the "Effective Date").  
6/26/98

## CONTINGENT STOCK PURCHASE AGREEMENT

AGREEMENT dated as of \_\_\_\_\_ between SEALED AIR CORPORATION, a Delaware corporation (the "Corporation"), and \_\_\_\_\_ (the "Employee").

The Employee is now in the employ of the Corporation or one of its subsidiaries and has been selected by the Organization and Compensation Committee (the "Committee") of the Board of Directors of the Corporation as one who is in a position to make a significant contribution to the growth and success of the Corporation. Pursuant to the Contingent Stock Plan of Sealed Air Corporation (the "Plan"), the Corporation desires to provide an incentive to the Employee which will permit him to share directly in the growth of the Corporation and to further identify his interests with those of the stockholders of the Corporation.

NOW, THEREFORE, the Corporation and the Employee mutually agree as follows:

#### Section 1. Purchase and Sale of Stock

Subject to the terms and conditions hereinafter set forth, the Corporation hereby sells to the Employee and the Employee purchases from the Corporation \* \_\_\_\_\_ shares of the \$0.10 par value Common Stock of the Corporation ("Common Stock") for a purchase price of \$1.00 per share (subject to adjustment pursuant to Section 7 of the Plan) (the "Issue Price"), receipt of which the Corporation hereby acknowledges. The Corporation will deliver to the Employee a certificate representing such shares of Common Stock within a reasonable time after execution of this Agreement.

#### Section 2. Representation

The Corporation represents that all shares of Common Stock issued pursuant to this Agreement will be duly authorized, validly issued, fully-paid and nonassessable.

#### Section 3. Repurchase Option and Period of Restriction

During the period beginning with the date of this Agreement and ending on the third anniversary of such date, and except as provided below, the Common Stock issued pursuant to this Agreement shall be subject to an option (the "Repurchase Option") in favor of the Corporation to reacquire such Common Stock at a price per share equal to the Issue Price. Neither the shares of Common Stock issued pursuant to this agreement nor any interest therein shall be sold, transferred or encumbered until the Repurchase Option may no longer become exercisable. The Repurchase Option shall become exercisable only upon the termination of employment of the Employee with the Corporation or any of its subsidiaries other than as a result of the Employee's death or permanent and total disability.

#### Section 4. Exercise of the Repurchase Option

The Repurchase Option shall be exercised in whole or in part by the Corporation, if at all, by its sending written notice of such exercise to the Employee at the address specified in or pursuant to Section 10 within 90 days after the Employee's termination of employment. Such notice, which shall be sent by registered mail, postage prepaid, shall also set forth the address to which and the date on which the certificates representing the Common Stock in respect of which the Repurchase Option is being exercised, duly endorsed for transfer, should be sent. The date specified shall not be less than ten days nor more than thirty days from the date of such notice. The Employee or his successor in interest with respect to such shares shall have no further rights as a stockholder from and after the date so specified in such notice and agrees that the Common Stock represented by such certificate shall be deemed canceled and returned to the treasury of the Corporation and that the Employee will have no further incidents of ownership, including the right to receive dividends or other distributions. If the certificates are duly delivered in accordance with the written notice, the Corporation shall promptly send to the Employee its check in the amount of the Issue Price for such shares. The Corporation shall affix to the certificates any required stock transfer stamps. If the certificates are not so delivered, the Corporation shall deposit the required amount of payment in an escrow account in the name of the Employee to be held therein until such certificates are delivered to the Corporation and the Corporation shall immediately advise its transfer agent of such action. In addition, if the certificates are not so delivered, the Employee shall repay to the Corporation any dividends or other distributions which may have become payable of record on or after the date on which the

Employee was required to deliver the certificates to the Corporation and agrees to reimburse the Corporation all of its expenses (including attorneys' fees) incurred in connection with any steps the Corporation may take to cancel the certificates or to obtain the repayment of such dividends or other distributions, or both.

#### Section 5. Legend on Stock Certificates

Every certificate of Common Stock issued pursuant to this Agreement shall, so long as the restrictions described in Section 3 remain in effect, bear a legend in substantially the following form:

This certificate and the shares represented hereby are held subject to the terms of the Contingent Stock Plan of Sealed Air Corporation which Plan provides that the shares issued pursuant thereto are subject to an option in favor of Sealed Air Corporation to reacquire such shares at a price which may be significantly lower than their fair market value and that neither such shares nor any interest therein may be sold, transferred or encumbered until the expiration of such option. If such option is exercised, the holder of the shares represented by this certificate will have no further rights with respect to such shares and this certificate will be deemed void. A copy of the Contingent Stock Plan is available for inspection at the executive offices of Sealed Air Corporation.

and shall have in effect a stop-transfer order with respect thereto. Upon expiration of the Repurchase Option, an Employee may surrender to the Corporation the certificate or certificates representing such shares in exchange for a new certificate or certificates, free of the above legend.

#### Section 6. Government and Other Regulations and Restrictions

The obligations of the Corporation to issue Common Stock upon execution of this Agreement shall be subject to all applicable laws, rules and regulations and to such approvals by governmental agencies as may be required. The Corporation may require that any certificate or certificates evidencing such shares bear a restrictive legend intended to effect compliance with applicable laws or regulatory measures.

#### Section 7. Registration of Shares

The Corporation shall be under no obligation to register any shares of Common Stock under the Securities Act of 1933.

#### Section 8. No Rights in Common Stock

The Employee shall not have any interest in or be entitled to any voting rights or dividends or other rights or privileges of stockholders of the Corporation with respect to any shares of Common Stock issued pursuant to this agreement until the shares of Common Stock are actually issued to the Employee and then only from the date the Employee becomes the record owner thereof.

#### Section 9. Injunctive Relief

In addition to any other rights or remedies available to the Corporation as a result of the breach of the Employee's obligations hereunder, the Corporation shall be entitled to enforcement of such obligations by an injunction or a decree of specific performance from a court with appropriate jurisdiction and, in the event that the Corporation is successful in any suit or proceeding brought or instituted by the Corporation to enforce any of the provisions of this Agreement or on account of any damages sustained by the Corporation by reason of the violation by the Employee of any of the terms and conditions of this Agreement to be performed by the Employee, the Employee agrees to pay to the Corporation all costs and expenses including attorneys' fees reasonably incurred by the Corporation.

#### Section 10. Notices

Any notice which either party hereto may be required or permitted to give to the other shall be in writing and, except as otherwise required herein, may be delivered personally or by mail to the Corporation at Park 80 Plaza East, Saddle Brook, New Jersey 07663, attention of the Secretary of the Corporation, or to the Employee at the address set forth below or at such other address as either party may designate by notice to the other.

#### Section 11. Subsidiaries

The subsidiaries of the Corporation referred to in this Agreement are those corporations, joint ventures or other entities in which the Corporation owns, directly or indirectly, in the aggregate at least 50 percent of the voting power of the classes of stock of such entity entitled to vote and those

partnerships, joint ventures and other entities in which the Corporation owns, directly or indirectly, a 50% or more interest in the capital account or earnings.

#### Section 12. Adjustments

In the event of changes in the Common Stock of the Corporation after the date of this Agreement by reason of any stock dividend, split-up, combination of shares, reclassification, recapitalization, merger, consolidation, reorganization, or liquidation: (a) the Repurchase Option and the restrictions described in Section 3 and the requirement of a legend on stock certificates as described in Sections 5 and 6 shall apply to any securities issued in connection with any such change in respect of Common Stock issued pursuant to this Agreement, and (b) appropriate adjustments shall be made by the Committee as to (i) the number of shares to be delivered and the price per share to be paid by the Corporation upon the exercise, in whole or in part, of the Repurchase Option, (ii) the number of shares to be delivered and the Issue Price where such changes occurs after the date of this Agreement but before the date the stock covered by this Agreement is delivered, and (iii) the number and class of shares available under the Plan in the aggregate.

#### Section 13. Successors

The provisions of this Agreement shall be binding upon and inure to the benefit of all successors of the Employee, including, without limitation, his estate and the executors, administrators or trustees thereof, his heirs and legatees and any receiver, trustee in bankruptcy or representative of his creditors.

#### Section 14. Corporation's Right to Terminate Employment

Nothing contained in this Agreement shall confer upon the Employee a right to continue in the employ of the Corporation or any of its subsidiaries or interfere in any way with the right of the Corporation or any of its subsidiaries to terminate the employment of the Employee at any time, with or without cause.

#### Section 15. Payment of Withholding Tax

If, in the opinion of counsel for the Corporation, any federal, state or local taxes or any other charges may now or later be required by law to be withheld by the Corporation or one of its subsidiaries from the wages or salary of the Employee by reason of this Agreement or otherwise with respect to the Common Stock governed hereby, the Employee agrees to pay to the Corporation or such subsidiary, as the case may be, on five days written demand from the Corporation or such subsidiary an amount equal to such withholding tax or charge.

#### Section 16. Action by Corporation

Neither the existence of this Agreement nor the issuance of Common Stock pursuant hereto shall impair the right of the Corporation or its stockholders to make or effect any of the adjustments, recapitalizations or other changes in the Common Stock referred to in Section 12, any change in the Corporation's business, any issuance of debt obligations or stock by the Corporation or any grant of options with respect to stock of the Corporation.

#### Section 17. Interpretation

The Employee agrees that all questions of interpretation and administration of this Agreement shall be determined by the Committee in its sole discretion and such determination shall be final, binding and conclusive upon him. If the Committee is not acting, its functions shall be performed by the Board of Directors of the Corporation, and each reference in this Agreement to the Committee shall, in that event, be deemed to refer to the Board of Directors.

#### Section 18. Applicable Law

This Agreement shall be governed and construed in accordance with the laws of the State of Delaware.

#### Section 19. Terms and Conditions of Contingent Stock Plan of Sealed Air Corporation

The authority of the Corporation to enter into this Agreement and the issuance of shares of Common Stock pursuant hereto is derived exclusively from the Plan and from a resolution of the Committee granting the Employee the right to purchase shares of Common Stock pursuant to the Plan (the "Resolution"). In the event that any terms or conditions of this agreement are in conflict with any terms or conditions of the Plan or of the Resolution,

the terms and conditions of the Plan or Resolution shall control.

IN WITNESS WHEREOF, the Corporation has caused this Agreement to be duly executed under its corporate seal and the Employee has hereunto set his hand and seal, all as of the day and year first above written.

SEALED AIR CORPORATION

By  
Chief Financial Officer

[Corporate Seal]

Attest:

Secretary

Employee

[L.S.]

Address of Employee:

G:\WPDOCS\STOCK\AGREEMENTS\CSPAN069.ASC

0/98/V2

## CONTINGENT STOCK PURCHASE AGREEMENT

AGREEMENT dated as of \_\_\_\_\_ between  
SEALED AIR CORPORATION, a Delaware corporation (the  
"Corporation"), and \_\_\_\_\_ (the  
"Employee").

The Employee is now an officer of the Corporation and has been selected by the Organization and Compensation Committee (the "Committee") of the Board of Directors of the Corporation as one who is in a position to make a significant contribution to the growth and success of the Corporation. Pursuant to the Contingent Stock Plan of Sealed Air Corporation (the "Plan"), the Corporation desires to provide an incentive to the Employee which will permit him to share directly in the growth of the Corporation and to further identify his interests with those of the stockholders of the Corporation.

NOW, THEREFORE, the Corporation and the Employee mutually agree as follows:

#### Section 1. Purchase and Sale of Stock

Subject to the terms and conditions hereinafter set forth, the Corporation hereby sells to the Employee and the Employee purchases from the Corporation \* \_\_\_\_\_ \* shares of the \$0.10 par value Common Stock of the Corporation ("Common Stock") for a purchase price of \$1.00 per share (subject to adjustment pursuant to Section 7 of the Plan) (the "Issue Price"), receipt of which the Corporation hereby acknowledges. The Corporation will deliver to the Employee a certificate representing such shares of Common Stock within a reasonable time after execution of this Agreement.

#### Section 2. Representation

The Corporation represents that all shares of Common Stock issued pursuant to this Agreement will be duly authorized, validly issued, fully-paid and nonassessable.

#### Section 3. Repurchase Option and Period of Restriction

During the period beginning with the date of this Agreement and ending on the third anniversary of such date, and except as provided below, the Common Stock issued pursuant to this Agreement shall be subject to an option (the "Repurchase Option") in favor of the Corporation to reacquire such Common Stock at a price per share equal to the Issue Price. Neither the shares of Common Stock issued pursuant to this Agreement nor any interest therein shall be sold, transferred or encumbered until the Repurchase Option may no longer become exercisable. The Repurchase Option shall become exercisable only upon the termination of employment of the Employee with the Corporation or any of its subsidiaries other than as a result of the Employee's death or permanent and total disability.

#### Section 4. Exercise of the Repurchase Option

The Repurchase Option shall be exercised in whole or in part by the Corporation, if at all, by its sending written notice of such exercise to the Employee at the address specified in or pursuant to Section 10 within 90 days after the Employee's termination of employment. Such notice, which shall be sent by registered mail, postage prepaid, shall also set forth the address to which and the date on which the certificates representing the Common Stock in respect of which the Repurchase Option is being exercised, duly endorsed for transfer, should be sent. The date specified shall not be less than ten days nor more than thirty days from the date of such notice. The Employee or his successor in interest with respect to such shares shall have no further rights as a stockholder from and after the date so specified in such notice and agrees that the Common Stock represented by such certificate shall be deemed canceled and returned to the treasury of the Corporation and that the Employee will have no further incidents of ownership, including the right to receive dividends or other distributions. If the certificates are duly delivered in accordance with the written notice, the Corporation shall promptly send to the Employee its check in the

amount of the Issue Price for such shares. The Corporation shall affix to the certificates any required stock transfer stamps. If the certificates are not so delivered, the Corporation shall deposit the required amount of payment in an escrow account in the name of the Employee to be held therein until such certificates are delivered to the Corporation and the Corporation shall immediately advise its transfer agent of such action. In addition, if the certificates are not so delivered, the Employee shall repay to the Corporation any dividends or other distributions which may have become payable of record on or after the date on which the Employee was required to deliver the certificates to the Corporation and agrees to reimburse the Corporation all of its expenses (including attorneys' fees) incurred in connection with any steps the Corporation may take to cancel the certificates or to obtain the repayment of such dividends or other distributions, or both.

#### Section 5. Legend on Stock Certificates

Every certificate of Common Stock issued pursuant to this Agreement shall, so long as the restrictions described in Section 3 remain in effect, bear a legend in substantially the following form:

This certificate and the shares represented hereby are held subject to the terms of the Contingent Stock Plan of Sealed Air Corporation which Plan provides that the shares issued pursuant thereto are subject to an option in favor of Sealed Air Corporation to reacquire such shares at a price which may be significantly lower than their fair market value and that neither such shares nor any interest therein may be sold, transferred or encumbered until the expiration of such option. If such option is exercised, the holder of the shares represented by this certificate will have no further rights with respect to such shares and this certificate will be deemed void. A copy of the Contingent Stock Plan is available for inspection at the executive offices of Sealed Air Corporation.

and shall have in effect a stop-transfer order with respect thereto. Upon expiration of the Repurchase Option, an Employee may surrender to the Corporation the certificate or certificates representing such shares in exchange for a new certificate or certificates, free of the above legend.

#### Section 6. Government and Other Regulations and Restrictions

The obligations of the Corporation to issue Common Stock upon execution of this Agreement shall be subject to all applicable laws, rules and regulations and to such approvals by governmental agencies as may be required. The Employee consents to the imprinting of the following legend on any certificate or certificates evidencing such shares and to the entry of a stop-transfer order with respect thereto in the records of the Corporation's transfer agent:

The shares represented by this certificate may be sold, transferred or otherwise disposed of only if registered under the Securities Act of 1933, as amended, or if in the opinion of counsel to Sealed Air Corporation, an exemption from registration is available.

#### Section 7. Registration of Shares

The Corporation shall be under no obligation to register any shares of Common Stock under the Securities Act of 1933.

#### Section 8. No Rights in Common Stock

The Employee shall not have any interest in or be entitled to any voting rights or dividends or other rights or privileges of stockholders of the Corporation with respect to any shares of Common Stock issued pursuant to this Agreement until the shares of Common Stock are actually issued to the Employee and then only from the date the Employee becomes the record owner thereof.

#### Section 9. Injunctive Relief

In addition to any other rights or remedies available to the Corporation as a result of the breach of the Employee's



obligations hereunder, the Corporation shall be entitled to enforcement of such obligations by an injunction or a decree of specific performance from a court with appropriate jurisdiction and, in the event that the Corporation is successful in any suit or proceeding brought or instituted by the Corporation to enforce any of the provisions of this Agreement or on account of any damages sustained by the Corporation by reason of the violation by the Employee of any of the terms and conditions of this Agreement to be performed by the Employee, the Employee agrees to pay to the Corporation all costs and expenses including attorneys' fees reasonably incurred by the Corporation.

#### Section 10. Notices

Any notice which either party hereto may be required or permitted to give to the other shall be in writing and, except as otherwise required herein, may be delivered personally or by mail to the Corporation at Park 80 East, Saddle Brook, New Jersey 07663, attention of the Secretary of the Corporation, or to the Employee at the address set forth below or at such other address as either party may designate by notice to the other.

#### Section 11. Subsidiaries

The subsidiaries of the Corporation referred to in this Agreement are those corporations, joint ventures or other entities in which the Corporation owns, directly or indirectly, in the aggregate at least 50 percent of the voting power of the classes of stock of such entity entitled to vote and those partnerships, joint ventures and other entities in which the Corporation owns, directly or indirectly, a 50% or more interest in the capital account or earnings.

#### Section 12. Adjustments

In the event of changes in the Common Stock of the Corporation after the date of this Agreement by reason of any stock dividend, split-up, combination of shares, reclassification, recapitalization, merger, consolidation, reorganization, or liquidation: (a) the Repurchase Option and the restrictions described in Section 3 and the requirement of a legend on stock certificates as described in Sections 5 and 6 shall apply to any securities issued in connection with any such change in respect of Common Stock issued pursuant to this Agreement, and (b) appropriate adjustments shall be made by the Committee as to (i) the number of shares to be delivered and the price per share to be paid by the Corporation upon the exercise, in whole or in part, of the Repurchase Option, (ii) the number of shares to be delivered and the Issue Price where such change occurs after the date of this Agreement but before the date the stock covered by this Agreement is delivered, and (iii) the number and class of shares available under the Plan in the aggregate.

#### Section 13. Successors

The provisions of this Agreement shall be binding upon and inure to the benefit of all successors of the Employee, including, without limitation, his estate and the executors, administrators or trustees thereof, his heirs and legatees and any receiver, trustee in bankruptcy or representative of his creditors.

#### Section 14. Corporation's Right to Terminate Employment

Nothing contained in this Agreement shall confer upon the Employee a right to continue in the employ of the Corporation or any of its subsidiaries or interfere in any way with the right of the Corporation or any of its subsidiaries to terminate the employment of the Employee at any time, with or without cause.

#### Section 15. Payment of Withholding Tax

If, in the opinion of counsel for the Corporation, any federal, state or local taxes or any other charges may now or later be required by law to be withheld by the Corporation or one of its subsidiaries from the wages or salary of the Employee by reason of this Agreement or otherwise with respect to the Common Stock governed hereby, the Employee agrees to pay to the Corporation or such subsidiary, as the case may be, on five days written demand from the Corporation or such subsidiary an amount

equal to such withholding tax or charge.

Section 16. Action by Corporation

Neither the existence of this Agreement nor the issuance of Common Stock pursuant hereto shall impair the right of the Corporation or its stockholders to make or effect any of the adjustments, recapitalizations or other changes in the Common Stock referred to in Section 12, any change in the Corporation's business, any issuance of debt obligations or stock by the Corporation or any grant of options with respect to stock of the Corporation.

Section 17. Interpretation

The Employee agrees that all questions of interpretation and administration of this Agreement shall be determined by the Committee in its sole discretion and such determination shall be final, binding and conclusive upon him. If the Committee is not acting, its functions shall be performed by the Board of Directors of the Corporation, and each reference in this Agreement to the Committee shall, in that event, be deemed to refer to the Board of Directors.

Section 18. Applicable Law

This Agreement shall be governed and construed in accordance with the laws of the State of Delaware.

Section 19. Terms and Conditions of Contingent Stock Plan of Sealed Air Corporation

The authority of the Corporation to enter into this Agreement and the issuance of shares of Common Stock pursuant hereto is derived exclusively from the Plan and from a resolution of the Committee granting the Employee the right to purchase shares of Common Stock pursuant to the Plan (the "Resolution"). In the event that any terms or conditions of this Agreement are in conflict with any terms or conditions of the Plan or of the Resolution, the terms and conditions of the Plan or Resolution shall control.

IN WITNESS WHEREOF, the Corporation has caused this Agreement to be duly executed under its corporate seal and the Employee has hereunto set his hand and seal, all as of the day and year first above written.

SEALED AIR CORPORATION

By \_\_\_\_\_

[Corporate Seal] Chief Financial Officer

Attest:

\_\_\_\_\_  
Secretary

\_\_\_\_\_ [L.S.]  
Employee

Address of Employee:

\_\_\_\_\_  
\_\_\_\_\_

0/98(Special)/V3

## CONTINGENT STOCK PURCHASE AGREEMENT

AGREEMENT dated as of \_\_\_\_\_ between SEALED AIR CORPORATION, a Delaware corporation (the "Corporation"), and (the "Employee").

The Employee is now an officer of the Corporation and has been selected by the Organization and Compensation Committee (the "Committee") of the Board of Directors of the Corporation as one who is in a position to make a significant contribution to the growth and success of the Corporation. Pursuant to the Contingent Stock Plan of Sealed Air Corporation (the "Plan"), the Corporation desires to provide an incentive to the Employee which will permit him to share directly in the growth of the Corporation and to further identify his interests with those of the stockholders of the Corporation.

NOW, THEREFORE, the Corporation and the Employee mutually agree as follows:

#### Section 1. Purchase and Sale of Stock

Subject to the terms and conditions hereinafter set forth, the Corporation hereby sells to the Employee and the Employee purchases from the Corporation \* \_\_\_\_\_ shares of the \$0.10 par value Common Stock of the Corporation ("Common Stock") for a purchase price of \$1.00 per share (subject to adjustment pursuant to Section 7 of the Plan) (the "Issue Price"), receipt of which the Corporation hereby acknowledges. The Corporation will deliver to the Employee a certificate representing such shares of Common Stock within a reasonable time after execution of this Agreement.

#### Section 2. Representation

The Corporation represents that all shares of Common Stock issued pursuant to this Agreement will be duly authorized, validly issued, fully-paid and nonassessable.

#### Section 3. Repurchase Option and Period of Restriction

During the period beginning on the date of this Agreement and ending on the third anniversary of such date (the "Option Period"), the Common Stock issued pursuant to this Agreement shall be subject to an option (the "Repurchase Option") in favor of the Corporation to reacquire such Common Stock at a price per share equal to the Issue Price. The Corporation shall have the right to extend the period during which the Repurchase Option may become exercisable (the "Extended Option Period") for such number of the shares (the "Extended Option Shares") covered by this Agreement as shall be determined as described below. Such right, which may be exercised more than once, shall be exercised by notice (the "Extension Notice") to the Employee no later than the end of the Option Period for the first Extended Option Period, or the then-current Extended Option Period for any subsequent Extended Option Period, of the number of shares that the Corporation designates as Extended Option Shares that shall remain subject to the Repurchase Option through the next Extended Option Period. The number of shares so designated as Extended Option Shares shall be determined by the Corporation in its sole discretion based upon its estimate of the number of shares then remaining subject to the Repurchase Option for which the related compensation expense may exceed the Corporation's deduction limit under Section 162(m) of the Internal Revenue Code (based upon the assumption that the Employee is a "covered employee" as that term is defined in such Section) for the taxable year in which the Option Period or the then-current Extended Option Period, as the case may be, ends after estimating all other compensation expected to be paid to the Employee for such year. The term "Extended Option Period" shall mean, with respect to the first Extended Option Period, the period ending on March 1 of the taxable year next following the taxable year in which the Option Period ends or such later date as the Corporation may designate in the first Extension Notice and, with respect to each subsequent Extended Option Period, shall mean the period ending on March 1 of the next succeeding taxable year or such later date as the Corporation may designate in the applicable Extension Notice. None of the shares of Common Stock issued pursuant to this Agreement nor any interest therein shall be sold, transferred or encumbered until the Repurchase Option as to such shares may no longer become exercisable. The Repurchase Option shall become exercisable during the Option Period or any Extended Option Period, as the case may be, upon the termination of employment of the Employee with the Corporation or any of its subsidiaries other than as a result of the Employee's death or permanent and total disability.

#### Section 4. Exercise of the Repurchase Option

The Repurchase Option shall be exercised in whole or in part by the

Corporation, if at all, by its sending written notice of such exercise to the Employee at the address specified in or pursuant to Section 10 within 90 days after the Employee's termination of employment. Such notice, which shall be sent by registered mail, postage prepaid, shall also set forth the address to which and the date on which the certificates representing the Common Stock in respect of which the Repurchase Option is being exercised, duly endorsed for transfer, should be sent. The date specified shall not be less than ten days nor more than thirty days from the date of such notice. The Employee or his successor in interest with respect to such shares shall have no further rights as a stockholder from and after the date so specified in such notice and agrees that the Common Stock represented by such certificate shall be deemed canceled and returned to the treasury of the Corporation and that the Employee will have no further incidents of ownership, including the right to receive dividends or other distributions. If the certificates are duly delivered in accordance with the written notice, the Corporation shall promptly send to the Employee its check in the amount of the Issue Price for such shares. The Corporation shall affix to the certificates any required stock transfer stamps. If the certificates are not so delivered, the Corporation shall deposit the required amount of payment in an escrow account in the name of the Employee to be held therein until such certificates are delivered to the Corporation and the Corporation shall immediately advise its transfer agent of such action. In addition, if the certificates are not so delivered, the Employee shall repay to the Corporation any dividends or other distributions which may have become payable of record on or after the date on which the Employee was required to deliver the certificates to the Corporation and agrees to reimburse the Corporation all of its expenses (including attorneys' fees) incurred in connection with any steps the Corporation may take to cancel the certificates or to obtain the repayment of such dividends or other distributions, or both.

#### Section 5. Legend on Stock Certificates

Every certificate of Common Stock issued pursuant to this Agreement shall, so long as the restrictions described in Section 3 remain in effect as to any of the shares covered by such certificate, bear a legend in substantially the following form:

This certificate and the shares represented hereby are held subject to the terms of the Contingent Stock Plan of Sealed Air Corporation which Plan provides that the shares issued pursuant thereto are subject to an option in favor of Sealed Air Corporation to reacquire such shares at a price which may be significantly lower than their fair market value and that neither such shares nor any interest therein may be sold, transferred or encumbered until the expiration of such option. If such option is exercised, the holder of the shares represented by this certificate will have no further rights with respect to such shares and this certificate will be deemed void. A copy of the Contingent Stock Plan is available for inspection at the executive offices of Sealed Air Corporation.

and shall have in effect a stop-transfer order with respect thereto. Upon expiration of the Repurchase Option as to any of the shares covered by a certificate of Common Stock issued pursuant to this Agreement, the Employee may surrender to the Corporation the certificate representing such shares in exchange for a new certificate or certificates free of such legend for the shares for which the Repurchase Option has expired, provided that the Corporation shall issue a certificate or certificates bearing such legend for any of the shares covered by the surrendered certificate for which the Repurchase Option has not yet expired.

#### Section 6. Government and Other Regulations and Restrictions

The obligations of the Corporation to issue Common Stock upon execution of this Agreement shall be subject to all applicable laws, rules and regulations and to such approvals by governmental agencies as may be required. The Employee consents to the imprinting of the following legend on any certificate or certificates evidencing such shares and to the entry of a stop-transfer order with respect thereto in the records of the Corporation's transfer agent:

The shares represented by this certificate may be sold, transferred or otherwise disposed of only if registered under the Securities Act of 1933, as amended, or if in the opinion of counsel to Sealed Air Corporation, an exemption from registration is available.

#### Section 7. Registration of Shares

The Corporation shall be under no obligation to register any shares of Common Stock under the Securities Act of 1933.

## Section 8. No Rights in Common Stock

The Employee shall not have any interest in or be entitled to any voting rights or dividends or other rights or privileges of stockholders of the Corporation with respect to any shares of Common Stock issued pursuant to this Agreement until the shares of Common Stock are actually issued to the Employee and then only from the date the Employee becomes the record owner thereof.

## Section 9. Injunctive Relief

In addition to any other rights or remedies available to the Corporation as a result of the breach of the Employee's obligations hereunder, the Corporation shall be entitled to enforcement of such obligations by an injunction or a decree of specific performance from a court with appropriate jurisdiction and, in the event that the Corporation is successful in any suit or proceeding brought or instituted by the Corporation to enforce any of the provisions of this Agreement or on account of any damages sustained by the Corporation by reason of the violation by the Employee of any of the terms and conditions of this Agreement to be performed by the Employee, the Employee agrees to pay to the Corporation all costs and expenses including attorneys' fees reasonably incurred by the Corporation.

## Section 10. Notices

Any notice which either party hereto may be required or permitted to give to the other shall be in writing and, except as otherwise required herein, may be delivered personally or by mail to the Corporation at Park 80 East, Saddle Brook, New Jersey 07663, attention of the Secretary of the Corporation, or to the Employee at the address set forth below or at such other address as either party may designate by notice to the other.

## Section 11. Subsidiaries

The subsidiaries of the Corporation referred to in this Agreement are those corporations, joint ventures or other entities in which the Corporation owns, directly or indirectly, in the aggregate at least 50 percent of the voting power of the classes of stock of such entity entitled to vote and those partnerships, joint ventures and other entities in which the Corporation owns, directly or indirectly, a 50% or more interest in the capital account or earnings.

## Section 12. Adjustments

In the event of changes in the Common Stock of the Corporation after the date of this Agreement by reason of any stock dividend, split-up, combination of shares, reclassification, recapitalization, merger, consolidation, reorganization, or liquidation: (a) the Repurchase Option and the restrictions described in Section 3 and the requirement of a legend on stock certificates as described in Sections 5 and 6 shall apply to any securities issued in connection with any such change in respect of Common Stock issued pursuant to this Agreement, and (b) appropriate adjustments shall be made by the Committee as to (i) the number of shares to be delivered and the price per share to be paid by the Corporation upon the exercise, in whole or in part, of the Repurchase Option, (ii) the number of shares to be delivered and the Issue Price where such change occurs after the date of this Agreement but before the date the stock covered by this Agreement is delivered, and (iii) the number and class of shares available under the Plan in the aggregate.

## Section 13. Successors

The provisions of this Agreement shall be binding upon and inure to the benefit of all successors of the Employee, including, without limitation, his estate and the executors, administrators or trustees thereof, his heirs and legatees and any receiver, trustee in bankruptcy or representative of his creditors.

## Section 14. Corporation's Right to Terminate Employment

Nothing contained in this Agreement shall confer upon the Employee a right to continue in the employ of the Corporation or any of its subsidiaries or interfere in any way with the right of the Corporation or any of its subsidiaries to terminate the employment of the Employee at any time, with or without cause.

## Section 15. Payment of Withholding Tax

If, in the opinion of counsel for the Corporation, any federal, state or local taxes or any other charges may now or later be required by law to be withheld by the Corporation or one of its subsidiaries from the wages or salary of the Employee by reason of this Agreement or otherwise with respect to the Common Stock governed hereby, the Employee agrees to pay to the

Corporation or such subsidiary, as the case may be, on five days written demand from the Corporation or such subsidiary an amount equal to such withholding tax or charge.

Section 16. Action by Corporation

Neither the existence of this Agreement nor the issuance of Common Stock pursuant hereto shall impair the right of the Corporation or its stockholders to make or effect any of the adjustments, recapitalizations or other changes in the Common Stock referred to in Section 12, any change in the Corporation's business, any issuance of debt obligations or stock by the Corporation or any grant of options with respect to stock of the Corporation.

Section 17. Interpretation

The Employee agrees that all questions of interpretation and administration of this Agreement shall be determined by the Committee in its sole discretion and such determination shall be final, binding and conclusive upon him. If the Committee is not acting, its functions shall be performed by the Board of Directors of the Corporation, and each reference in this Agreement to the Committee shall, in that event, be deemed to refer to the Board of Directors.

Section 18. Applicable Law

This Agreement shall be governed and construed in accordance with the laws of the State of Delaware.

Section 19. Terms and Conditions of Contingent Stock Plan of Sealed Air Corporation

The authority of the Corporation to enter into this Agreement and the issuance of shares of Common Stock pursuant hereto is derived exclusively from the Plan and from a resolution of the Committee granting the Employee the right to purchase shares of Common Stock pursuant to the Plan (the "Resolution"). In the event that any terms or conditions of this Agreement are in conflict with any terms or conditions of the Plan or of the Resolution, the terms and conditions of the Plan or Resolution shall control.

IN WITNESS WHEREOF, the Corporation has caused this Agreement to be duly executed under its corporate seal and the Employee has hereunto set his hand and seal, all as of the day and year first above written.

SEALED AIR CORPORATION

By \_\_\_\_\_

[Corporate Seal]

Attest:

-----  
Secretary

\_\_\_\_\_[L.S.]

Employee  
Address of Employee:

\_\_\_\_\_  
\_\_\_\_\_

SEALED AIR CORPORATION  
PARK 80 EAST/SADDLE BROOK, NEW JERSEY 07663-5291  
(201) 791-7600/ FAX (201) 703-4205

July 15, 1998

Sealed Air Corporation  
Park 80 East  
Saddle Brook, New Jersey 07663

Dear Sirs:

I am the General Counsel and Secretary of Sealed Air Corporation, a Delaware corporation (the "Corporation"), and as such have represented the Corporation in connection with a Registration Statement on Form S-8 (the "Registration Statement") of the Corporation providing for the registration under the Securities Act of 1933, as amended, of an additional 2,049,550 shares (the "Shares") of the Corporation's Common Stock, par value \$0.10 per share (the "Common Stock"), that may be issued pursuant to an amendment of the Contingent Stock Plan of Sealed Air Corporation that was approved by the Board of Directors of the Corporation on April 23, 1998 and by the stockholders of the Corporation on June 26, 1998.

As counsel for the Corporation, in addition to participating in the preparation of the Registration Statement, I have reviewed the resolutions adopted by the Board of Directors that authorized the amendment of the Plan and the issuance of the Shares and of the stockholders that approved such amendment. I have also reviewed such corporate records, documents, instruments and certificates and have made such other inquiries as I have considered necessary in order to furnish a basis for rendering this opinion.

Based on the foregoing, I am of opinion that the Shares, when issued in accordance with the terms of the Plan, will be legally issued, fully paid and nonassessable shares of Common Stock of the Corporation.

I hereby consent to the filing of this opinion with the Securities and Exchange Commission as Exhibit 5 to the Registration Statement and to the reference to me in Item 5 of the Registration Statement.

Very truly yours,

s/H. Katherine White  
General Counsel and Secretary

HKW:sa  
G:\WPDOCS\SEC\S8\_CSPAM.NEW\EXHIBIT5.ASC

Independent Auditors' Consent

The Board of Directors  
Sealed Air Corporation:

We consent to incorporation by reference in this registration statement on Form S-8 of Sealed Air Corporation (formerly W. R. Grace & Co., and subsequent to the merger with Sealed Air Corporation and subsidiaries (Old Sealed Air) on March 31, 1998, the Company changed its name to Sealed Air Corporation) of our report dated January 20, 1998, except for note 2 which is as of March 23, 1998, relating to the consolidated balance sheets of Old Sealed Air as of December 31, 1997 and 1996, and the related consolidated statements of earnings, shareholders' equity and cash flows for each of the years in the three-year period ended December 31, 1997, and related consolidated financial statement schedule, which report appears in the Form 8-K of Sealed Air Corporation dated March 31, 1998.

s/KPMG Peat Marwick LLP

Short Hills, New Jersey  
July 15, 1998



CONSENT OF INDEPENDENT CERTIFIED PUBLIC ACCOUNTANTS

We hereby consent to the incorporation by reference in this Registration Statement on Form S-8 of our report dated February 3, 1998, except for "Packaging Business Transaction," as discussed in Notes 1 and 3, as to which the date is March 23, 1998, appearing on page F-3 of the Annual Report on Form 10-K for the year ended December 31, 1997 of W. R. Grace & Co. (subsequently renamed Sealed Air Corporation). We also consent to the incorporation by reference of our report on the Financial Statement Schedule, which appears on page F-2 of the Annual Report on Form 10-K.

s/PRICEWATERHOUSECOOPERS LLP  
Ft. Lauderdale, Florida  
July 13, 1998