

AGREEMENT

BETWEEN

PARTNERS AND I.H.P.

Agreement dated as of _____, 1938 made by and between N.V. INTERNATIONALE HYDROGENEERINGSOCTROOIEN MAATSCHAPPIJ (INTERNATIONAL HYDROGENATION PATENTS COMPANY), a company of The Netherlands, hereinafter called "I.H.P." and

THE M.W. KELLOGG COMPANY, a corporation of the State of Delaware, and its Wholly Owned Subsidiaries, (together hereinafter called "KELLOGG");

2. N.V. DE BATAAFSCHE PETROLEUM MAATSCHAPPIJ, a company of The Netherlands, warranting that for the purpose of this agreement all the following named companies will make available their rights and assume the obligations intended to be placed upon them under this agreement, said companies being N.V. KONINKLIJKE NEDERLANDSCHE MAATSCHAPPIJ TOT EXPLOITATIE VAN PETROLEUMBONNEN IN NEDERLANDSCH-INDIE, a company of The Netherlands, THE "SHELL" TRANSPORT AND TRADING COMPANY, LTD., an English company, SHELL UNION OIL CORPORATION and SHELL DEVELOPMENT COMPANY, corporations of the State of Delaware, and their jointly and individually Wholly Owned Subsidiaries, (together hereinafter called "SHELL");

3. STANDARD OIL COMPANY, a corporation of the State of Delaware, warranting that for the purpose of this agreement all the following named companies will make available their rights and assume the obligations intended to be placed upon them under this agreement, said companies being STANDARD OIL COMPANY, a corporation of the State of New Jersey, and its Wholly Owned Subsidiaries, (together hereinafter called "STANDARD"), and I.G. FARBENINDUSTRIE AG, a German company and its Wholly Owned Subsidiaries, (together hereinafter called "I.G.");

STANDARD, SHELL, KELLOGG and I.G. are each hereinafter sometimes referred to as a "Partner" or collectively as "the Partners";

4. Companies Wholly Owned by two or more Partners jointly shall be deemed to have the same rights and obligations hereunder as the Partners to which they belong.

I.—DEFINITIONS.

The meaning of the terms used herein shall have the meanings defined in Exhibit A attached hereto and made a part hereof.

II.—SYNTHESIS RIGHTS OF THE PARTNERS.

1. STANDARD, SHELL and I.G. hereby place and agree to place hereafter at the disposal of I.H.P. exclusively, all their Rights owned, acquired or controlled by them on or before December 31st, 1932 relating to the Hydrocarbon Synthesis Process for the purpose of producing Hydrocarbons of the Petroleum Type and Processes for the Production of Synthesis Gas, in all countries of the world except the United States, Canada and Germany. Each of them also hereby assigns and transfers hereafter to I.H.P. such of the foregoing Rights as are patent rights, for the entire

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life of the patents, subject, however, to the reserved right of each to use, and to license any of its Ratifying Subsidiaries to use, its own Rights; but if any patent right so to be assigned is useful to a substantial degree in other processes than the Hydrocarbon Synthesis for production of Hydrocarbons of the Petroleum Type, an exclusive license for the life of the patent, with the right to grant licenses thereunder, covering that part of the patent which is useful in connection with the Hydrocarbon Synthesis for such production, shall be sufficient.

2. KELLOGG hereby places and agrees to place hereafter at the disposal of I.H.P. exclusively, all its Rights owned, acquired or controlled by it on or before December 31st, 1952, relating to the Hydrocarbon Synthesis Process for the purpose of producing Hydrocarbons of the Petroleum Type and Processes for the Production of Synthesis Gas, in all countries of the world except the United States, Canada and Germany. It hereby assigns and agrees to assign hereafter to I.H.P. such of the foregoing Rights as are patent rights, for the entire life of the patents; but if any patent right so to be assigned is useful to a substantial degree in other processes than the Hydrocarbon Synthesis for production of Hydrocarbons of the Petroleum Type, an exclusive license for the life of the patent, with the right to grant licenses thereunder, covering that part of the patent which is useful in connection with the Hydrocarbon Synthesis for such production, shall be sufficient.

3. Hydrocarbon Synthesis Corporation, a corporation of the State of Delaware, hereinafter called "USAC," a Wholly Owned Subsidiary of the Partners, hereby places and agrees to place hereafter at the disposal of I.H.P. exclusively, all its Rights in all countries of the world except the United States, Canada and Germany, owned, acquired or controlled by it at any time during its corporate life, relating to the Hydrocarbon Synthesis Process and Processes for the Production of Synthesis Gas. It also hereby assigns and agrees to assign hereafter to I.H.P. such of the foregoing Rights as are patent rights, for the entire life of the patents; but if any patent right so to be assigned is useful to a substantial degree in other processes than the Hydrocarbon Synthesis, an exclusive license for the life of the patent, with the right to grant licenses thereunder, covering that part of the patent which is useful in connection with the Hydrocarbon Synthesis, shall be sufficient. It is noted that pursuant to an agreement between the Partners and Ruhrchemie Aktiengesellschaft, a German company, hereinafter called "RUHRCHEMIE," dated as of _____, 1938, USAC will be maintained in existence at least to December 31st, 1952.

III.—GERMAN, UNITED STATES AND CANADIAN RIGHTS.

1. I.H.P. hereby agrees to place at the disposal of USAC exclusively and royalty-free all its Rights in the United States and Canada, owned, acquired or controlled by it on or before December 31st, 1952, relating to the Hydrocarbon Synthesis Process and Processes for the Production of Synthesis Gas. It also hereby agrees to assign to USAC such of the foregoing Rights as are patent rights, for the entire life of the patents.

2. I.H.P. hereby agrees to place at the disposal of I.G. exclusively and royalty-free all its German Rights owned, acquired or controlled by it on or before December 31st, 1952, relating to the Hydrocarbon Synthesis Process and Processes for the Production of Synthesis Gas. It hereby agrees to grant to I.G. an exclusive license under such of the foregoing Rights as are patent rights, for the entire life of the patents with the right to grant licenses thereunder. I.G. hereby agrees, however, in granting licenses thereunder to endeavour to obtain from its licensees royalty-free licenses (if possible exclusive) with the right to grant licenses thereunder, for the world outside of Germany under such licensees' Rights relating to the process in question.

IV.—CHANGES IN WHOLLY OWNED SUBSIDIARIES.

The Wholly Owned Subsidiaries which shall have at any time become subject to the provisions of this agreement shall not thereafter lose their rights nor be relieved of their obligations hereunder by reason of a change in their status.

V.—DURATION AND TERMINATION.

The force and effect of the preceding provisions of each paragraph of this agreement shall terminate in accordance with the provisions of each such paragraph except that if a certain agreement between I.H.P., RUHRCHEMIE and I.H.S., relating to the Hydrocarbon Synthesis, dated as of 1938, shall terminate on December 31st, 1947, then the provisions of paragraph 1 of Article II. hereof shall terminate on December 31st, 1947.

VI.—WHAT LAW GOVERNS. ARBITRATION.

1. The law of The Netherlands shall apply to this agreement and to the legal relations between the contracting parties. The titles of the articles shall not be construed as a part of this agreement.
2. All controversies arising in connection with this agreement shall be decided with binding effect by three arbitrators in accordance with the Rules of Arbitration of the International Chamber of Commerce. One arbitrator shall be appointed by the arbitrating Partner or Partners and one by I.H.P. The third arbitrator (chairman) shall be determined by the Court of Arbitration in accordance with Article 12 of the Rules of Arbitration.

VII.—GENERAL PROVISIONS.

1. Neither this agreement nor the use of the word Partner herein nor anything else herein contained shall be deemed to create a partnership relation.
2. This agreement is personal in its nature and no party shall without the consent of the others assign or transfer its rights or obligations hereunder except to a successor of substantially the whole of its business.

IN WITNESS WHEREOF, the parties have caused this agreement to be duly executed as of the day and year first above written.

THE M.W. KELLOGG COMPANY.

N.V. DE BATAAFSCHE PETROLEUM MAATSCHAPPIJ.

STANDARD-I.G. COMPANY.

N.V. INTERNATIONALE HYDROGENEERINGSOCTROOIEN MAATSCHAPPIJ
(INTERNATIONAL HYDROGENATION PATENTS COMPANY)