

EXHIBIT A.

DEFINITIONS.

Wherever used in the agreement to which this Exhibit A is attached the following terms shall have the following meanings respectively :—

(1). " Hydrocarbon Synthesis Process " or " Hydrocarbon Synthesis " shall mean any process for the synthetic production of hydrocarbons directly by conversion of hydrogen and carbon monoxide and/or carbon dioxide contained in gas mixtures. A synthesis process of this kind shall not be excluded from the meaning of Hydrocarbon Synthesis on the ground that besides pure hydrocarbons other compounds are produced as by-products, as, for example, oxygen-containing compounds ; provided, however, that those by-products are not produced for their own sake but only because their production is (more or less) unavoidable. Processes for the so-called Feinreinigung of synthesis gas (removal of organic sulphur) as well as processes for the production or regeneration of the catalysts are also included.

(2). " Hydrocarbons of the Petroleum Type " shall mean all hydrocarbons coming within the following definition of " Major Products " and in addition shall embrace all mono-olefines and all hydrocarbon gases of the paraffin type.

(3). " Major Products " shall mean :—

(1) Those marketable major products which are now commonly produced in the oil industry. The marketable major products here referred to are, for the purposes of this agreement, the following :—

- (1) Crude Petroleum.
- (2) Intermediate hydrocarbon mixtures forming the class known as Naphthas.
- (3) Gasoline.
- (4) Kerosene.
- (5) Gas Oil.
- (6) Fuel Oil.
- (7) Lubricating Oil.
- (8) Paraffine wax.
- (9) Highly purified viscous involatile hydrocarbon oils.
- (10) Saturants, binders and road oils.
- (11) Roofing and paving asphalts.
- (12) Petroleum greases and Petrolatum.
- (13) Petroleum coke.

2. Those marketable major products which shall hereafter be commonly produced in the oil industry and shall be of a commercial importance corresponding to the present commercial importance of a present major product as listed in sub-paragraph 1.

3. Other hydrocarbon products which, though different in chemical structure from said major products of sub-paragraph 1 and 2, have the same properties to a degree which permits their use for the same purpose or purposes, but only insofar as said other hydrocarbon products are used for such purpose or purposes.

(5)

(4). " The purpose of producing Hydrocarbons of the Petroleum Type," or equivalent language, shall mean the purpose of producing a Primary Product which is either (a) Hydrocarbons of the Petroleum Type, or (b) another hydrocarbon product which is submitted to further treatment by other processes to produce Hydrocarbons of the Petroleum Type. (It is understood that this definition shall not be construed to bring such other processes under any grant of rights contained in the agreement to which this Exhibit A applies).

(5). " Primary Product " shall mean all products which result directly from the Hydrocarbon Synthesis and are either marketable products or can be submitted to a further treatment by other processes to produce marketable products. However, such products as under normal circumstances are in gaseous form are excluded insofar as they are waste gases or are used directly for heating purposes or for stationery production of power.

(6). " Processes for the Production of Synthesis Gas " shall mean any process for the production or purification (excluding the so-called *Feinreinigung*) of gas mixtures containing hydrogen and carbon monoxide and/or carbon dioxide and suitable as raw materials for the Hydrocarbon Synthesis Process, but only for use in conjunction with the Hydrocarbon Synthesis Process.

(7). " Hydrogenation " shall mean all processes for the hydrogenation of solid and liquid carbonaceous natural materials, or solid or liquid products produced directly therefrom, (as, for example, tars), for the purpose of producing hydrocarbons of the mineral oil industry, excluding, however, processes for production of hydrogen or special processes for the preparation of the products to be hydrogenated (as, for example, extraction) and excluding special processes producing a highly refined product such as hydrogenation of polymers and such.

(8). " Rights " shall mean the following patent rights, technical knowledge, experience and unpatented inventions of a company insofar as they relate to the process in question but only for the purpose for which such process was brought in by the company in question, and to the extent that the company in question now or hereafter owns, acquires or controls these rights in the sense of having the power to dispose thereof or grant rights or licenses thereunder :—

Patent rights, that is, applications for patents, patents, renewals, reissues, extensions of patents and transferable interests in any of the foregoing in the territory in question ;

Technical knowledge, experience and unpatented inventions wherever arising and wherever located ;

Patent rights in the territory in question relating to inventions which are useful in the process in question and are also useful to a substantial degree in other processes, but such patent rights are included only insofar as they are useful in the process in question ;

All the above also to the extent that they relate to apparatus which is necessary or useful in the process in question and to the extent that they relate to products produced by the process insofar as the process is brought in by the company in question for the purpose of producing them ;

Patent rights in the territory in question relating to inventions in which the real invention consists exclusively in the fact that a product which is produced by the practice of the process in question and for the purpose of the production of which the process in question is brought in by the company in question is used as a substitute for a corresponding product which is, however, not produced by the process in question. This also applies when the patent rights in question, by reason of their form, give the impression that the idea of the invention was something else than the above designated substitution.

(9). " Subsidiaries " shall mean every company, no matter in what country organized, in which the company of which it shall be a subsidiary directly or indirectly shall have at the time in question the power to exercise control, either by ownership or control of a majority of the stock having the right to vote for the election of directors or by management agreement.

(10). "Wholly Owned Subsidiaries" or "Subsidiaries Wholly Owned" shall mean every Subsidiary which at the time in question shall directly or indirectly be solely owned by the company or companies in question.

(11). "Ratifying Subsidiaries" shall mean such Subsidiaries of a Partner as shall have ratified and approved all the provisions of such of the contracts to which this Exhibit A is attached as shall have been signed by or for such Partner and shall have agreed to be bound by all the obligations (thereby acquiring all the rights) of a Wholly Owned Subsidiary of such Partner. All other Subsidiaries (Non-Ratifying Subsidiaries) shall be deemed to be third parties in every respect.

(12). "Ton" shall mean a metric ton of 1,000 kilograms.

(13). "United States" shall mean all territory to which United States⁴ of America patents extended on the date of this agreement.

(14). "Canada" shall mean all territory to which Canadian patents extended on the date of this agreement.

(15). "Germany" shall mean "das Deutsche Reich" as constituted on the date of this agreement.

EXHIBIT B.*(See Article V., 1 (b)).*

I. I.H.P. has the following license contracts, falling under Paragraph 1 (b) of Article V., the income from which is not to be pooled :—

(1). A contract with I.C.I., dated April 10th, 1931, for, among other things, the hydrogenation of solid carbonaceous materials and their direct derivatives.

Details :—The contract embraces a non-exclusive license to I.C.I. with the right to grant sub-licenses ; the contract is limited to the British Empire as it was constituted on the date of the execution of the contract ; the contract is in principle mathematically limited to a production of not more than 25% of the consumption in the countries in question of the British Empire ; for certain special cases and for the United Kingdom certain further mathematically limited rights to enlargement of the license are provided for.

(2). A contract dated August 20th, 1936, with the Azienda Nazionale Idrogenazione Combustibili (A.N.I.C.), an Italian company with seat in Rome, for the hydrogenation of, among other things, tars and tar oils.

Details :—The contract embraces a non-exclusive license to A.N.I.C. without right to grant sub-licenses ; the contract is limited to Italy and colonies ; the contract has no mathematically limited capacity ; the contract provides for a right to enlargement of the license to the working up of solid carbonaceous materials, which is geographically limited to Italy and colonies.

II. RUHRCHEMIE has the following license contracts, falling under Paragraph 1 (b) of Article V, the income from which is not to be pooled.

(1). A contract with SOCIETE DE PRODUITS CHIMIQUES COURRIERES KUHLMANN, in Harnes, dated 28.1/1.2.1936.

Details :—The contract embraces a non-exclusive license to Kuhlmann without the right to grant sub-licenses ;

The contract is limited to France, including colonies, mandates and protectorate-territories ;

The contract is for a limited capacity ;

The contract envisages a limited right to increase the capacity.

(2). A contract with ANGLO-TRANSVAAL CONSOLIDATED INVESTMENT COMPANY, LIMITED, in Johannesburg, dated 25.7/11.8.1936.

Details :—The contract embraces a non-exclusive license to ANGLOVAAL, without the right to grant sub-licenses ;

The contract is limited to the Union of South Africa, Swaziland, Basutoland, British Bechuanaland, the mandated territory of South-West Africa, and Northern and Southern Rhodesia ;

The contract is for a limited capacity ;

The contract envisages a right to make the license exclusive and includes the right to grant sub-licenses ;

(3). A contract with MITSUI BUSSAN KAISHA, LIMITED, in Tokio, dated 16.2.1937.

(5)

Details :—The contract embraces an exclusive license to MITSUI with the right to grant sub-licenses.

The contract is limited to Japan (without Formosa), Manchukuo, and some bordering North-Chinese provinces.

The contract envisages a right to extend the exclusive license to Formosa.

(4). A contract with GLAWNOJE UPRAWLENIE GASOWOJ PROMISCHIENNOSTI, in Moscow, dated 26.2/24.3.1937.

Details :—The contract embraces an exclusive license with the right to grant sub-licenses.

The contract is limited to U.S.S.R.

The carrying out of this contract was delayed by reason of sudden political events. The conversations concerning putting it into operation were, however, taken up again some time ago. The contract has received the approval of the German authorities. It is the subject of an inter-governmental economic agreement, and at the same time is the subject of certain consortium agreements with other German companies).

NOTE :—RUHRCHEMIE states that, in connection with its first three licenses mentioned above and its German licenses, certain import and export restrictions have been imposed.

EXHIBIT C.

(See Article V., 1 (d)).

The fees for engineering services to the licensees of I.H.S. and I.H.P. shall not be higher than :—

(a). For services in connection with planning and construction work relating to the construction and setting up of apparatus for the practice of the licensed process, the preparation of plans, cost estimates, specifications and statements, the supervision of the construction of the licensed plant and altering and enlarging same, advice in ordering apparatus, the instruction of the technical personnel of the plant, the testing of new apparatus before same is put into use, opinions concerning plans, cost estimates, specifications and statements worked out by the licensee, etc., the expenses of the Company that renders the engineering services, plus four per cent. (4%) of the cost of the completed plant, alterations or enlargements of the existing plant.

(b). For other special technical services in connection with the maintenance, operation and repairing of the plant and similar special services, the expenses of such services plus ten per cent. (10%).