PLAINTIFF'S EXHIBIT

CC-296

DEPARTMENTAL CORRESPONDENCE

DATE April 22, 1969

SUBJECT Secrecy Agreement - Coastal States Isobutane Cracking Process

TO Mr. Harry Brown DEP'T

FROM Lange Hoffman DEP'T Legal

Attached hereto is a copy of a secrecy agreement prepared by Foster Wheeler which Foster Wheeler proposes to have executed with Gulf Oil Company. It is my understanding from what I have been told by Doug Anderson of Foster Wheeler that Gulf is anxious to build a plant using Coastal's process and has been pressing Foster Wheeler for more information with regard thereto.

I informed Doug Anderson of Foster Wheeler that I did not believe that any further information should be furnished to Gulf Oil Company until the licensing agreement between Foster Wheeler and Coastal has been executed. Doug Anderson said that he proposes to send this secrecy agreement to Gulf Oil Company without being executed by Foster Wheeler and have Gulf Oil Company execute the agreement, return it to Foster Wheeler who would execute it upon or after the execution of the licensing agreement. I would appreciate your comments with regard to the advisability of allowing Foster Wheeler to deliver the referenced agreement to Gulf for its execution.

LH:nr
Enclosure

cc: Don Perlick
John Brown

F-317

FOSTER WHEELER CORPORATION

Engineers • Manufacturers • Constructors

110 SOUTH ORANGE AVENUE, LIVINGSTON, N. J. 07039

BRANCHES IN PRINCIPAL CITIES OF THE UNITED STATES AND CANADA
ALSO LONDON, PARIS, MILAN AND TOKYO

ADDRESS REPLY TO:
912 LINCOLN LIBERTY LIFE BLDG.
HOUSTON, TEXAS 77002
TELEPHONE CAPITAL 8-9995
(AREA CODE 713)

April 21, 1969

Gulf Oil Company - U.S.
Gulf Building
712 Main Street
Houston, Texas 77001

Attention: Mr. C. E. Carter, Director
Technical Development, Petrochemicals Division

Subject: Secrecy Agreement
Coastal States Isobutane Cracking Process

Gentlemen:

Foster Wheeler Corporation (hereinafter referred to as "Foster Wheeler") holds certain confidential technical information and data relating to Coastal States Petrochemical Company's Isobutane Cracking Process and its related equipment and auxiliaries, and is authorized by Coastal States to disclose such technical information and data under agreement to potential licensees of such process.

Your Company (hereinafter referred to as Gulf Oil) desires to have certain portions of this technical data and information disclosed to you to enable you to evaluate the economics of said process.

Foster Wheeler is prepared to make such technical information and data as it deems necessary available to Gulf Oil for the aforesaid purpose on the following understanding:

1. For the purpose of this letter agreement:

   a. "Technical information and data" shall mean information and data received by Gulf Oil in writing, directly or indirectly, from Foster Wheeler which relate to the Isobutane Cracking Process and related equipment, such as, but not limited to, equipment drawings, specifications, operating manuals, process designs and calculations, and the general method of operation expressed in Foster Wheeler's flowsheets, all of which is considered "Confidential". The term "technical information and data" shall not include any information which (i) is or lawfully becomes public information, through no fault on Gulf Oil's part; (ii) is known to Gulf Oil prior to the receipt of the same hereunder from Foster Wheeler, and was not acquired from Foster Wheeler, Coastal States or a third party under a pledge of secrecy; or (iii) is received by Gulf Oil from others who have not received the information, directly or indirectly, from Foster Wheeler, Coastal States or the affiliates of either under a pledge of secrecy.

   b. "Affiliates" shall mean all companies of which the designated company now or hereafter owns or controls, directly or indirectly, more than fifty

per cent (50%) of the stock having the right to vote for directors thereof. For the purpose of this definition, the stock owned or controlled by a particular company shall be deemed to include all stock owned or controlled, directly or indirectly, by any other company of which the particular company owns or controls, directly or indirectly, more than fifty per cent (50%) of the stock having the right to vote for directors thereof.

2. Gulf Oil agrees to hold said technical information and data in confidence and not to reproduce or disclose them to others nor use them, except as hereinafter authorized in writing, or as may be later authorized in writing by Foster Wheeler.

3. Foster Wheeler agrees that Gulf Oil may use such technical information and data in connection with, but only in connection with, the evaluation of the economics and feasibility of said process.

4. Gulf Oil agrees that only those members of its staff who need to have access to such technical information and data in order to perform their duties will be authorized to receive the same, and then only to the extent needed.

5. Gulf Oil shall require such members of its staff as shall have access to such information to sign an agreement with it that they will only utilize information received for the purposes defined above and will not divulge such information to anyone.

If this letter agreement is satisfactory, please have a duly authorized officer of your company sign the attached duplicate copy of this letter and return the same to us. The date of your acceptance shall be the effective date of this letter agreement.

Very truly yours,

FOSTER WHEELER CORPORATION

By: _____
(Title)

Accepted and agreed to:

By _____
(Title)

Date _____