PLAINTIFF'S
EXHIBIT
CEL-957

# Copy

**Celanese Corporation**

and

**Imperial Chemical Industries Limited**

and

**Fiber Industries, Inc.**

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# Agreement

relating to Polyester and Nylon Fibers

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Dated 1 January 1974

**Celanese Corporation**

**AND**

**Imperial Chemical Industries Limited**

**AND**

**Fiber Industries, Inc.**

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# Agreement

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EXHIBITS

(A) Marketing Agreement
(B) Polyester Agreement
(C) Nylon Agreement
(D) Patent License Agreement
(E) Polyester Fibers Patents Immunity Agreement
(F) Nylon Fibers Patents Immunity Agreement

# Main Agreement

**This Agreement** effective as of the first day of January One thousand nine hundred and seventy-four BY AND BETWEEN CELANESE CORPORATION, a Delaware corporation with an office and place of business at 1211 Avenue of the Americas, New York, New York 10036 U.S.A., hereinafter referred to as "Celanese", IMPERIAL CHEMICAL INDUSTRIES LIMITED, a British corporation with a principal office and place of business at Imperial Chemical House, Millbank, London SW1P 3JF, England, hereinafter referred to as "ICI", and FIBER INDUSTRIES, INC., a Delaware corporation with an office and place of business at P.O. Box 10038, Charlotte, North Carolina 28201, U.S.A., hereinafter referred to as "FII".

WITNESSETH:

THAT in consideration of the mutual covenants and agreements herein contained, the parties hereto intending to be legally bound hereby, covenant and agree as follows:

## SECTION 1

## RELATIONSHIP WITH THE 1965 AGREEMENTS

1.1. THE parties hereto have entered into a Main Agreement made as of 28 June 1965 to which were annexed a number of subsidiary agreements (hereinafter referred to as the 1965 Agreements). All relevant parts of the 1965 Agreements (including in particular Section 8 of the Main Agreement, Sections 3, 4 and 5 of the Polyester and Nylon Agreements, the Patent License Agreement and the Polyester Fibers and Nylon Fibers Immunity Agreements) shall continue to regulate all Technical Information exchanged between the parties and with Licensed Affiliates up to and including 31 December 1973 and rights under Patents covering such Technical Information shall continue to be governed by Section 5 of the Patent License Agreement for the period up to 28 June 1975, as if the exchange of Technical Information had not terminated. For all other purposes the 1965 Agreements are superseded by the revised versions set out in this present Agreement which shall as from the effective date hereof regulate the relationship between the parties and cover the rights and obligations of the parties and of Licensed Affiliates in relation to Technical Information exchanged after such effective date.

## SECTION 2

## DEFINITIONS

2.1. IN this Agreement and in the agreements and undertakings to be entered into pursuant hereto the phrases set out in this Section shall have the meanings or shall be construed as indicated unless the context otherwise requires.

2.2. "Polyester Polymers" means melt-spinnable synthetic fiber-forming linear carboxylic polyesters in which the whole or the majority of the molecules of the acidic component is aromatic.

2.3. "Nylon Polymers" means synthetic fiber-forming linear polymers having, as a substantial proportion of the linking groups in the polymeric chain, the recurring groups, –(NR)—(CX)–, joined directly to carbon atoms, R being hydrogen or a hydrocarbon radical and X being oxygen or sulphur. The recurring groups may be reversed.

2.4. "Nylon 66 Polymer" means highly polymeric hexamethylene adipamide.

2.5. "Fiber(s)" means continuous and discontinuous filaments, in monofilament and multifilament form, the individual filaments of which would have, if fully drawn, a greatest diameter



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or width not exceeding 2.00 mm extending through to the finished package of fiber ready for sale; "Nylon Fibers" means Fibers made of Nylon Polymers; "Polyester Fibers" means melt-spun Fibers made of Polyester Polymers; and "Nylon 66 Fiber" means Fiber made of Nylon 66 Polymer.

2.6. The term "Use" means the use and treatment of Polyester Fibers and Nylon Fibers and the manufacture of fabricated articles therefrom and the use and treatment of such articles.

2.7. "Sales Service Information" means Information on the Use of Fibers that is normally and generally freely given by the originating party without charge and without restriction on use or formal patent license to customers in aid of sales of Polyester Fibers and Nylon Fibers.

2.8. "Agreement Field" means

(a) the manufacturer of Polyester Polymers and Nylon Polymers,

(b) the production of Polyester Fibers and Nylon Fibers,

(c) the Use of Polyester Fibers and Nylon Fibers but subject nevertheless to the exceptions resulting from the application of the explanatory glosses set out in Section 3 hereof.

2.9. "Technical Information" means all research, manufacturing, production and Use information in the Agreement Field unless the text otherwise requires and "Received Technical Information" means, in relation to any party hereto or Licensed Affiliate as hereinafter defined, Technical Information which will be received by it from any other party hereto or Licensed Affiliate (other than from a Licensed Affiliate in which the recipient has a 40% share interest as defined in subsection 2.10) under the agreements and undertakings to be entered into pursuant hereto.

2.10. "Licensed Affiliate(s)" means any company (other than FII) in which Celanese or ICI controls at the time directly or indirectly at least 40% of the shares having unrestricted voting rights upon the election of directors and to which, with authorization for use in one or more countries and for specified purposes,

(a) in the case of a company in which Celanese has such voting share interest FII authorizes its Technical Information and its Received Technical Information to be transmitted; and

(b) in the case of a company in which ICI has such voting share interest and to which ICI is transmitting its Technical Information, ICI is authorized by FII to transmit, as a supplement thereto, FII's Technical Information and Received Technical Information obtained by FII from Celanese and from any Licensed Affiliate in subparagraph (a) above.

2.11. References to third parties do not include Licensed Affiliates.

## SECTION 3

## TREATMENT OF EXCEPTIONAL INNOVATION

3.1. THE Agreement Field is substantially that which was agreed by the parties at the commencement of FII's manufacturing operations. At that date the flow of information was almost entirely from ICI to FII and the disparity was recompensed by a royalty. Now two things are apparent

(a) The technology that falls within the Field has expanded greatly and rapidly and this process is continuing at such a pace as to make it impossible to foresee with any precision the extent or importance of innovations which will occur within it, and

(b) Within the area covered by FII's current technology the contribution of the parties has become evenly matched.



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3.2. The parties do not wish to limit the Agreement Field, even were it possible to do so with precision, and wish to continue to exchange information freely within it, but do wish to make a distinction between two kinds of innovation as follows. On the one hand there is the innovation that improves, develops and continuously extends the existing technology of FII's manufacturing operations: the kind of innovation that will emerge from research and development built around the commercial or manufacturing (pilot and production) activities of the parties. Such innovation is hereinafter referred to as being in the "Technology Development Area". On the other hand, there is the innovation that creates a new product or technology other than by technological evolution of the old and will arise if at all because of the institution of a specific speculative or fundamental research programme. Such innovation is hereinafter referred to as being in the "Fundamental Invention Area". ICI is currently engaged in such a programme. The parties believe as a matter of principle that it is inadvisable to commit to predetermined rules any innovation in the Fundamental Invention Area before knowing what such innovation may turn out to be. The way in which the parties have agreed to deal with innovation arising as a result of ICI's said programme is set out in the succeeding subsections 3.3 and 3.4 of this Section. In the event that either of the other two parties sets up a similar programme and gives notice thereof to the others these provisions shall apply mutatis mutandis to its innovation within the Fundamental Invention Area. For the avoidance of doubt it is agreed that the provisions of 3.3 and 3.4 are limited to inventions within the Fundamental Invention Area and any negotiations under those provisions shall be unaffected by the value either individually or in aggregate of inventions made by any one of the parties within the Technology Development Area.

3.3. If ICI claims (prior to any decision to operate commercially) that it has made an invention of substantial importance in the Fundamental Invention Area, then if FII elects to make use of such invention, the parties will enter into good faith negotiations to fix an appropriate recompense for ICI.

3.4. If ICI claims (prior to any decision to operate commercially) that it has made an invention in the downstream area of the Use of Fibers which lies in the Fundamental Invention Area, which is of substantial importance and which is inappropriate for exploitation within the framework of these present Agreements, then by good faith negotiations the parties will consider what framework would be appropriate for such exploitation. In the event of failure to agree, the invention shall cease to be within the Agreement Field, no rights to it shall pass to the other parties and, if any technical information concerning it has been disclosed, those other parties will agree to keep it secret under the same terms as are provided for Received Technical Information by Section 8 Confidentiality.

3.5. All technology which involves the Use of Fibers, to however small an extent, would in the absence of the provisions of this subsection 3.5 appear to fall within the Agreement Field even though that technology is centered in another industrial field having been developed either by a customer in the other industrial field and disclosed to the Fiber manufacturer, or by the Fiber manufacturer expressly for such a customer. Such technology is likely to be confidential and therefore not disclosable under the Agreements entered into hereunder. Both Celanese and ICI are engaged in industries, e.g. in plastics, other than those centered in Fibers. It is intended that these separate industries shall be treated as customers so that information developed by them for the purposes of their industry or developed by the Fiber manufacturer expressly for them and used only by or for them shall not be disclosable under these Agreements until such time as it ceases to be used exclusively within Celanese or ICI or their affiliates as the case may be. Similar considerations apply to Polyester and Nylon Polymers, but that position is thought to be taken care of by the Agreement dated 21 October 1971.



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SECTION 4

MARKETING AGREEMENT

4.1. FII and Celanese will forthwith enter into an Agreement, called the "Marketing Agreement", providing for the sale by Celanese on behalf of FII of FII products, substantially identical in form and substance with the form attached hereto, made a part hereof and marked Exhibit "A".

SECTION 5

POLYESTER AGREEMENT

5.1. ICI, FII and Celanese will forthwith enter into an Agreement, called the "Polyester Agreement", providing for the exchange and use of Technical Information on the manufacture of Polyester Polymers and the production and Use of Polyester Fibers, substantially identical in form and substance with the form attached hereto, made a part hereof and marked Exhibit "B".

SECTION 6

NYLON AGREEMENT

6.1. ICI, FII and Celanese will forthwith enter into an Agreement, called the "Nylon Agreement", providing for the exchange and use of Technical Information on the manufacture of Nylon Polymers and the production and Use of Nylon Fibers, substantially identical in form and substance with the form attached hereto, made a part hereof and marked Exhibit "C".

SECTION 7

PATENTS AND PATENTS IMMUNITY AGREEMENTS

7.1. CELANESE, ICI and FII will forthwith enter into an Agreement, called the "Patents Agreement", substantially identical in form and substance with the form attached hereto, made a part hereof and marked Exhibit "D".

7.2. Celanese, ICI and FII will forthwith enter into an Agreement, called the "Polyester Fibers Patents Immunity Agreement", substantially identical in form and substance with the form attached hereto, made a part hereof and marked Exhibit "E".

7.3. Celanese, ICI and FII will forthwith enter into an Agreement called the "Nylon Fibers Patents Immunity Agreement", substantially identical in form and substance with the form attached hereto, made a part hereof and marked Exhibit "F".

SECTION 8

CONFIDENTIALITY

8.1. Each party hereto shall obtain from its officers, directors, employees, contractors and agents assurances to prevent disclosures not authorized to be made by such party of Received Technical Information in accordance with subsection 8.2.

8.2. Each party hereto agrees at all times hereafter to use its best efforts to maintain in strict confidence unpublished Received Technical Information and not to make any unauthorized disclosure or use thereof so long as and to the extent that the same remains unpublished, provided that it is not already known to and the property of the recipient at the time of receipt or has not been lawfully obtained from some other source. The provisions of this subsection 8.2 shall terminate with respect to Polyester Polymers and Polyester Fibers and Nylon Polymers and



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Nylon Fibers ten years after the termination as therein provided, respectively, of the exchange of Technical Information under the Polyester Agreement referred to in Section 5 and the Nylon Agreement referred to in Section 6.

8.3. The provisions of subsection 8.2 shall not apply to Sales Service Information.

## SECTION 9

## SALE OF STOCK

9.1. CELANESE and ICI agree not specifically to pledge their respective shares of Common Stock of FII provided that this shall not prohibit a general charge or pledge created upon the whole or the major portion of the assets of Celanese or ICI.

9.2. In the application of subsections 9.3 and 9.4 Celanese and its Subsidiaries shall be regarded as one entity and ICI and its Subsidiaries shall be regarded as another entity and for this purpose a "Subsidiary" shall mean a company of which Celanese or ICI as the case may be owns beneficially, directly or indirectly, the whole of the capital stock of such company.

9.3. Subject to subsection 9.1 each entity agrees that if at any time while both entities are owners of Stock of FII it desires to sell all or any part of its shares of Stock of FII to any person not forming part of its own entity, it will give the other entity a first right to purchase in the following manner:

(a) The entity desiring to sell (herein sometimes called "offeror") will give to the other entity (herein sometimes called "offeree") a notice and offer in writing stating

(i) the number of shares of Stock of FII offered for sale to offeree;

(ii) the total price of the shares so offered and the place and currency of payment; and

(iii) that the said offer shall remain open and irrevocable for a period of sixty days.

(b) If the aforesaid offer is accepted in writing and unconditionally prior to its expiration, offeree shall have a further period of ninety days after the termination of such sixty-day period to make payment in full of the total price of the shares so sold; and

(c) If the said offer is not so accepted, offeror may offer and sell the said shares of FII to any person or persons not forming part of its own entity at such price per share as shall provide a total selling price not less than the price fixed in the notice and offer to offeree for settlement at any time or from time to time within a period of twelve months from the expiration or earlier refusal of the said offer. If sale is to be made to a single person (or a small number of persons essentially comprising a single business entity) it shall be a condition of such sale that the purchaser or purchasers shall agree by contract with the offeree (who will then be the other stockholder) to provide a first right of purchase to the offeree from the purchaser or purchasers identical in effect to that provided by this subsection 9.3. The offeree hereby agrees to enter into such contract with the purchaser or purchasers.

If the entity desiring to sell does not sell the shares so offered within such twelve-month period, the said shares shall again be subject to a first right of purchase as aforesaid.

9.4. Celanese and ICI each hereby consents to the transfer at any time by the other to any Subsidiary of such other of the whole or any part of that other's holding of Common Stock of FII, but only for such period as such Subsidiary shall remain a Subsidiary of that other. Neither



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Celanese nor ICI will without the consent of the other, while both are owners of shares of Stock of FII, sell any share or shares of the Stock of any Subsidiary which then holds any share or shares of the Stock of FII, or permit any Subsidiary which then holds any share or shares of the Stock of FII:

(i) to sell any share or shares of Stock of FII to any person other than Celanese or ICI or a Subsidiary of Celanese or ICI as the case may be, or

(ii) to issue any share or shares of its Stock to any person other than Celanese or ICI or a Subsidiary of Celanese or ICI as the case may be, or

(iii) to merge into or with or consolidate with any company other than Celanese or ICI or another Subsidiary of Celanese or ICI as the case may be.

## SECTION 10

## GENERAL PROVISIONS

10.1. In the event that a Licensed Affiliate ceases to be qualified as such its rights and obligations in regard to the exchange of Technical Information shall forthwith cease and insofar as it shall have acquired rights or undertaken obligations under this Agreement or the agreements or undertakings to be entered into pursuant to this Agreement such rights and obligations shall remain in being and be given effect.

10.2. No disclosure of Received Technical Information shall be made by any party hereto to a Licensed Affiliate or third party unless such Licensed Affiliate or third party shall have entered into an agreement in writing to observe, perform and be bound by the terms and conditions of this Agreement (and in particular the provisions of Section 8 of this Agreement) and the agreements and undertakings to be entered into pursuant hereto so far as the same are appropriate and applicable to the circumstances. Any modification or cancellation of any of the provisions of this Agreement or any agreement or undertaking to be entered into pursuant to this Agreement shall be binding upon all Licensed Affiliates provided that no such modification or cancellation shall impose upon any Licensed Affiliate any obligation to make any direct payment of money.

10.3. The parties hereto agree that no rights shall be granted under this Agreement or be deemed to be granted under the agreements and undertakings to be entered into pursuant to this Agreement by any one of them that would be inconsistent with any pre-existing commitment of that party at the date hereof (including renewals thereof pursuant to provisions contained in or relating to the agreement in which the commitment is contained but so that the scope of the commitment is not increased) and that the provisions of this Agreement and of the agreements and undertakings to be entered into pursuant hereto, irrespective of anything contained herein or therein, are specifically subject to the provisions of this subsection 10.3. Each of the parties also agrees that no rights to use Received Technical Information or under patents are conferred except as specifically stated in the agreements and undertakings to be entered into pursuant to this Agreement. This subsection 10.3 shall apply in relation to the commitments of a Licensed Affiliate as of the date of its authorization.

10.4. As to any injury to person or damage to property arising out of or in connection with the performance of this Agreement and of the agreements and undertakings to be entered into pursuant hereto, the parties hereto each agrees that:

(a) each will assume full risk of damage or injury to its respective properties, representatives and employees;

(b) each hereby releases the others from any and all loss or liability from whatever source arising, including negligent acts, for damage to its respective properties;



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(c) each hereby indemnifies and holds harmless the others against all loss or liability from whatever source arising, including negligent acts, on account of personal injury to its respective representatives and employees; and

(d) each hereby indemnifies and holds harmless the others against claims of persons and organizations other than those referred to in (a), (b) and (c) above arising from its acts or failure to act, on account of personal injury to, or damage to the property of, such persons and organizations.

10.5. The recipient of any item of Technical Information under this Agreement or the agreements and undertakings to be entered into pursuant to this Agreement shall observe and be bound by the provisions of any Governmental Law or Regulations binding in regard to the transmitter of such item of Technical Information or the plant or the product produced with the employment of such item of Technical Information as may be notified in writing by the transmitter to the recipient at or prior to the time of the disclosure.

10.6. Any delays in or failure by any party hereto in performance hereunder or under any of the agreements and undertakings to be entered into pursuant to this Agreement shall be excused if and to the extent caused by occurrences beyond such party's control, including, but not limited to, acts of God, decrees or restraints of Government, strikes or other labor disturbances, war, sabotage, and any other cause or causes, whether similar or dissimilar to those already specified, which cannot be controlled by such party. Such performance shall be so excused during the continuance of the inability of the party to perform so caused, but for no longer period, and the delay or failure shall be remedied as far as possible with all reasonable dispatch.

10.7. Whenever under the provisions of this Agreement or any agreements and undertakings to be entered into pursuant to this Agreement, any notice is required to be given, such notice shall be given in writing, and notice by mail shall be deemed to be given at the time when such notice and confirmation thereof shall both be mailed, postage prepaid, by registered air mail (for overseas service) and surface mail respectively, addressed to Celanese at 1211 Avenue of the Americas, New York, New York 10036, U.S.A., to ICI at Imperial Chemical House, Millbank, London SW1P 3JF, England, and to FII at P. O. Box 10038, Charlotte, North Carolina 28201, U.S.A., in each case for the attention of the Secretary, as the case may be. Any party may change its address for the purposes of this Section by giving written notice to the other parties of such change in the manner hereinabove provided.

10.8. This Agreement and all agreements and undertakings entered into pursuant to this Agreement shall not be assignable by any party without the prior written consent of the other parties to this Agreement; provided, however, that Celanese or ICI may, without consent, assign this Agreement and all agreements and undertakings entered into pursuant to this Agreement, together with its shares of Common Stock of FII, to an assignee of or successor to substantially all of its assets. Such assignment shall not become effective to release the assignor from its obligations until the assignee has entered into a valid and binding agreement in favor of the parties hereto to observe and perform the obligations of the assignor and to stand, for all purposes, in the shoes of the assignor.

10.9. If at any time ICI does not control directly or indirectly more than thirty-five per cent of the voting Common Stock of FII, or Celanese does not control directly or indirectly more than thirty-five per cent of the voting Common Stock of FII, ICI and Celanese may each by notice in writing given to the other and to FII

terminate the said Marketing Agreement provided that in such case FII may elect by notice in writing given within ten days after such termination to have such Marketing Agreement continue for a set period of up to one year;



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terminate the exchange of Technical Information under the said Polyester Agreement; and

terminate the exchange of Technical Information under the said Nylon Agreement.

Notice given shall be effective in respect of all said Agreements and not some or one only.

10.10. EACH of the agreements and undertakings to be entered into pursuant to this Agreement shall be subject to the provisions of this Agreement.

10.11. THE validity, performance, construction and effect of this Agreement and all agreements and undertakings entered into pursuant to this Agreement shall (unless otherwise expressly stated) be governed by the Law of the State of New York.

IN WITNESS WHEREOF the parties hereto have executed this Agreement as of the day and year first above written.

CELANESE CORPORATION

By ROBERT T. ARMSTRONG
*Senior Vice President*

Attest CARMEN CONVERS
*Asst. Secretary*

[SEAL]

EXECUTED at New York City on February 15, 1974.

THE COMMON SEAL of IMPERIAL CHEMICAL INDUSTRIES LIMITED was hereunto affixed in the presence of

G. F. WHITBY
*Director*

V. M. ROBSON
*Assistant Secretary*

[SEAL]

EXECUTED at London on 27 February, 1974.

FIBER INDUSTRIES, INC.

By PETER T. BARRETT
*Chairman*

Attest J. BRENNAN
*Secretary*

[SEAL]

EXECUTED at New York City on 17 February, 1974.



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EXHIBIT "A"

MARKETING AGREEMENT

THIS AGREEMENT effective the first day of January One thousand nine hundred and seventy-four BY AND BETWEEN FIBER INDUSTRIES, INC., a Delaware corporation, hereinafter referred to as "FII" and CELANESE CORPORATION, a Delaware corporation, hereinafter referred to as "Celanese".

WITNESSETH:

For and in consideration of the mutual covenants and agreements herein contained, the parties hereto, intending to be legally bound hereby, covenant and agree as follows:

1. FII agrees to employ Celanese during the term of this Agreement, and Celanese agrees to act, during the same period, as agent for FII in the sale of Polyester Fibers and Nylon Fibers and such other products within the Agreement Field as the parties may agree all of which are hereinafter referred to as "FII products" throughout the world. For the purpose of this Agreement, "sale" or "sales" will include sales promotion, advertising, publicity, market research, application and product development, technical sales service and all aspects of marketing and Celanese will be responsible for all activities within this definition. Celanese agrees to use its best efforts during the term of this Agreement to promote and enlarge the sale of FII products.

2. Marketing agents and sub-agents may be employed for exports. Insofar as Celanese does this, Celanese can grant such agents and sub-agents a commission about the size of which Celanese and FII will have to agree. In determining such commission, there shall be taken into account the commission which Celanese pays agents and sub-agents for the marketing of similar and related products. The commission which Celanese grants agents and sub-agents shall be a marketing cost of Celanese.

3. There shall be the fullest exchange of views and information as to prices and other matters of importance between Celanese and FII. Celanese as sales agent and FII as principal shall mutually agree upon procedures and principles for the sale of FII products in the best interests of FII. In the event that the executives of Celanese and of FII are unable to agree upon any particular procedures or principles, the matter in dispute shall be settled by the Board of FII. Any material departure by Celanese from the above established procedures and principles shall be first approved by FII.

4. Any Trademarks employed in connection with the sale of FII products shall be registered in FII's own name. In promoting the sale of FII products hereunder, Celanese may use and allow the use of its own name and may associate said products with products of its own manufacture in the course of its sales activities, provided it shall designate such FII products only with FII Trademarks and, where such Trademarks are employed, shall always include the statement "Trademark of Fiber Industries, Inc.", or such other reference as shall be agreed by FII as sufficient for the protection of the said Trademarks and their registration.

5. Notwithstanding the provisions of Paragraph 4, in promoting the sale of Nylon Fibers hereunder, Celanese may use and allow the use of its own name and its own Trademark "Celanese" and may associate said products with products of its own manufacture in the course of its sales activities. To the maximum extent practicable as judged by effective marketing standards, FII's Trademarks shall be employed and in all such cases Celanese shall include the statement "Trademark of Fiber Industries, Inc." or such other reference as shall be agreed by FII as sufficient for the protection of the said Trademarks and their registration. FII agrees that it shall not obtain any rights to the Trademark "Celanese" and agrees to take all action reasonably requested by Celanese to confirm the ownership by Celanese of such Trademark "Celanese".

6. Orders obtained by Celanese shall be transmitted to FII which shall acknowledge, ship, invoice and collect.

7. FII will disclose to Celanese all technical information regarding FII products and their use and treatment which Celanese requires for the efficient marketing of those products.

8. Celanese will prepare for FII sales forecasts at least two months before the start of each quarter, for the succeeding twelve months' period. Celanese will also prepare an annual budget itemized in reasonable detail to cover its estimated costs and expenses, free of commission, which will be agreed on with FII and shall not be exceeded by Celanese by more than ten per cent without the prior approval of FII. FII will reimburse Celanese for all costs incurred by Celanese in the sale of FII products in accordance with the terms of this Agreement. The parties will effect a payment arrangement that will maintain the payments reasonably current.

9. This Agreement shall become effective as of the date set out above and shall continue in full force and effect until 28 June 1975.



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In the event of termination of this Agreement for any cause Celanese shall promptly make available to FII all information in its possession which will assist FII in selling FII products.

IN WITNESS WHEREOF the parties hereto have executed this Agreement as of the day and year first above written.

FIBER INDUSTRIES, INC.

By . . . . . .

Attest . . . . . .

CELANESE CORPORATION

By . . . . . .

Attest . . . . . .



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make available to

and year first

EXHIBIT "B"

POLYESTER AGREEMENT

THIS AGREEMENT effective as of the 1st day of January One thousand nine hundred and seventy-four BY AND BETWEEN IMPERIAL CHEMICAL INDUSTRIES LIMITED, a British corporation, hereinafter referred to as "ICI", FIBER INDUSTRES, INC., a Delaware corporation, hereinafter referred to as "FII", and CELANESE CORPORATION, a Delaware corporation, hereinafter referred to as "Celanese".

WITNESSETH:

For and in consideration of the mutual covenants and agreements herein contained, the parties hereto, intending to be legally bound hereby, covenant and agree as follows:

SECTION 1

EXCHANGE OF TECHNICAL INFORMATION

1.1. ICI, FII and Celanese will exchange Technical Information on Polyester Polymers, Polyester Fibers and the Use of such Fibers in such manner as they may from time to time determine.

1.2. The exchange of Technical Information will involve (inter alia) the following action:

(i) responding to requests for assistance in connection with problems arising on the subject matter of the said Technical Information and consultation and advice in connection therewith;

(ii) upon reasonable request, affording access to representatives of the other parties to inspect facilities utilized on the subject matter of the said Technical Information;

(iii) upon reasonable request, making fully available to the other parties, reports, drawings and other writings on the subject matter of the said Technical Information unless the same were prepared under circumstances which would not legally permit their disclosure; and

(iv) upon reasonable request, furnishing to the other parties such personnel as may be necessary to assist them in connection with problems arising on the subject matter of the said Technical Information.

1.3. The exchange of Technical Information and the action taken under subsection 1.2 will in all cases be free of charge except insofar as any exceptional expense is incurred by any party on such matters as research work specifically undertaken at the request of either of the other parties or visits of personnel to the facilities of another party being unduly prolonged, in which case a reasonable charge may be made in respect of such specific services, and except as provided for in Section 6 of this Agreement.

SECTION 2

EXCHANGE WITH LICENSED AFFILIATES

2.1. ICI, FII and Celanese may exchange with Licensed Affiliates Technical Information on Polyester Polymers, Polyester Fibers and the Use of such Fibers in such manner as they may from time to time determine.

2.2. The exchange provided for with Licensed Affiliates will involve such Licensed Affiliates in passing back their own Technical Information on Polyester Polymers, Polyester Fibers and the Use of such Fibers with authority for the same to be passed on to the other parties hereto and other Licensed Affiliates.

2.3. In respect of the foregoing an exchange under this Section of Technical Information with any Licensed Affiliate will commence when that Affiliate has specific plans for manufacture or production.

SECTION 3

USE OF TECHNICAL INFORMATION IN RELATION TO POLYESTER POLYMERS AND POLYESTER FIBERS

3.1. FII may use in the U.S.A. Received Technical Information for the purpose of producing and using Polyester Fibers and for the purpose of manufacturing Polyester Polymers.

3.2. ICI may use in the United Kingdom Received Technical Information for the purpose of manufacturing Polyester Polymers and of producing and using Polyester Fibers.



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3.3. Licensed Affiliates may use, as authorized in reference to them, Received Technical Information for the purpose of producing and using Polyester Fibers and for the purpose of manufacturing Polyester Polymers.

3.4. Any company in which ICI has at the time directly or indirectly at least a forty per cent voting share interest (to be identified by ICI to FII and Celanese) may, subject to subsection 3.9, use Received Technical Information obtained by ICI for the purpose of manufacturing Polyester Polymers.

3.5. Without prejudice to subsection 3.4, ICI may, in connection with licensing to third parties of ICI's own Technical Information, license Received Technical Information for the manufacture of Polyester Polymers and the production and use of Polyester Fibers in any country of the world other than the U.S.A., provided that such Received Technical Information is an identifiable item being a subsidiary part of information developed by ICI or is unidentifiable and inextricably intermingled with information so developed and provided that a license granted in respect of such identifiable item of Received Technical Information shall not become effective until the price payable to the originator of such item has been established by good faith negotiations between the originator and ICI, but no such payment shall be required in the case of a license granted, after the expiration of twelve years from the date of this Agreement, to any company in which ICI has at the time directly or indirectly at least a forty per cent voting share interest or granted, after the expiration of fourteen years from the date of this Agreement, to other third parties.

3.6. Except as provided in this subsection 3.6 Celanese will not use in the U.S.A. or communicate to any person not a party hereto for use in the U.S.A. any Received Technical Information for the purpose of manufacturing Polyester Polymers or of producing or using Polyester Fibers. Celanese will not communicate any Received Technical Information to any person not a party hereto.

The exceptions are:

(a) the provisions of subsection 3.10;

(b) pursuant to an agreement between the parties hereto dated 1 May 1963, Celanese may use Received Technical Information for the manufacture of highly polymeric polymethylene terephthalate for the production of film;

(c) pursuant to an Agreement between the parties hereto dated 21 October 1971, Celanese may use Received Technical Information for the manufacture in the U.S.A. of Polyester Polymer for the production of Polyester Molding Compound; and may communicate such Received Technical Information to any company in which Celanese has at the time directly or indirectly at least a forty per cent voting share interest for use in the manufacture of Polyester Polymer for the production of Polyester Molding Compounds;

(d) Celanese may communicate Received Technical Information to any Licensed Affiliate but only for use as authorized in reference to such Licensed Affiliate.

3.7. Except as provided by subsections 3.1 and 3.10, FII will not use and will not communicate to Licensed Affiliates otherwise than for use as authorized in reference to them, or communicate to a third party, any Received Technical Information for the purpose of manufacturing Polyester Polymers or of producing or using Polyester Fibers.

3.8. Licensed Affiliates will not use, except as authorized in reference to them, any Received Technical Information for the purpose of manufacturing Polyester Polymers or of producing or using Polyester Fibers or communicate any Received Technical Information to third parties for such purpose.

3.9. Except as provided by subsection 3.10, ICI will not use in the U.S.A., or communicate to a third party for use in the U.S.A., any Received Technical Information for the purpose of producing or using Polyester Fibers or for the purpose of manufacturing Polyester Polymers therefor. ICI will not communicate any Received Technical Information to Licensed Affiliates otherwise than for use as authorized in reference to them.

3.10. Without prejudice to such powers and rights as they respectively may otherwise have, each party hereto may use or license without payment to the other parties Received Technical Information (whether such specific rights are granted to it under this Section or not) for the manufacture of Polyester Polymers and the production and use of Polyester Fibers as follows:

(a) Received Technical Information may be used by the party or a license granted to any company in which it has at the time directly or indirectly at least a forty per cent voting share interest, after the expiration of two years from the date of the termination of the exchange of Technical Information under this Agreement; and

(b) a license to other third parties may be granted after the expiration of four years from the date of the termination of the exchange of Technical Information under this Agreement;



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but in either case no rights under patents of any other party shall be granted or deemed to be granted in respect of such use or license of Received Technical Information or of the use or sale of products produced thereby.

SECTION 4

SALES SERVICE INFORMATION

4.1. Sales Service Information may be freely disclosed and used by the parties and by Licensed Affiliates and by direct and indirect customers.

SECTION 5

USE OF RECEIVED TECHNICAL INFORMATION IN RELATION TO POLYESTER POLYMERS AND POLYESTER FIBERS OUTSIDE THE AGREEMENT FIELD

5.1. There shall be no restriction on the use by the parties in operations outside the Agreement Field of any Received Technical Information but no rights under patents of any other party shall be granted or deemed to be granted in respect of such use of Received Technical Information or of the use or sale of products produced thereby.

5.2. Each party hereto may license, without payment to the other parties, Received Technical Information for use outside the Agreement Field as follows:

(a) a license to any company in which it has at the time directly or indirectly at least a forty per cent voting share interest may be granted at any time; and

(b) a license to any other third party may be granted after the expiration of fourteen years from the date of this Agreement.

Provided that in either case no rights under patents of any other party shall be granted or deemed to be granted in respect of such use or license of Received Technical Information or of the use or sale of products produced thereby.

SECTION 6

PAYMENT FOR ACQUIRED TECHNICAL INFORMATION

6.1. Where Technical Information is acquired after the date hereof from a third party for payment and is made available for use hereunder a fee may be charged in respect of the rights to use the same, based to the extent practicable on the cost of acquisition.

SECTION 7

TERMINATION OF EXCHANGE OF TECHNICAL INFORMATION

7.1. The exchange of Technical Information between the parties and with Licensed Affiliates under this Agreement shall be for a period of ten years from the date of this Agreement.

7.2. Termination of the exchange shall not affect the rights or obligations of any party hereto or Licensed Affiliate or third party (as the case may be) with respect to Technical Information.

IN WITNESS WHEREOF the parties hereto have executed this Agreement as of the day and year first above written.

THE COMMON SEAL of IMPERIAL CHEMICAL INDUSTRIES LIMITED was hereunto affixed in the presence of:

*Director*

*Secretary*

FIBER INDUSTRIES, INC.

By .....

Attest .....

CELANESE CORPORATION

By .....

Attest .....



HNA 27153

EXHIBIT "C"

NYLON AGREEMENT

THIS AGREEMENT effective as of the 1st day of January One thousand nine hundred and seventy-four BY AND BETWEEN IMPERIAL CHEMICAL INDUSTRIES LIMITED, a British corporation, hereinafter referred to as "ICI", FIBER INDUSTRIES, INC., a Delaware corporation, hereinafter referred to as "FII", and CELANESE CORPORATION, a Delaware corporation, hereinafter referred to as "Celanese".

WITNESSETH:

For and in consideration of the mutual covenants and agreements herein contained, the parties hereto, intending to be legally bound hereby, covenant and agree as follows:

SECTION 1

EXCHANGE OF TECHNICAL INFORMATION

1.1. ICI, FII and Celanese will exchange Technical Information on Nylon Polymers and Nylon Fibers, and the Use of such Fibers in such manner as they may from time to time determine.

1.2. The exchange of Technical Information will involve (inter alia) the following action:

(i) responding to requests for assistance in connection with problems arising on the subject matter of the said Technical Information and consultation and advice in connection therewith;

(ii) upon reasonable request, affording access to representatives of the other parties to inspect facilities utilized on the subject matter of the said Technical Information;

(iii) upon reasonable request, making fully available to the other parties, reports, drawings and other writings on the subject matter of the said Technical Information unless the same were prepared under circumstances which would not legally permit their disclosure; and

(iv) upon reasonable request, furnishing to the other parties such personnel as may be necessary to assist them in connection with problems arising on the subject matter of the said Technical Information.

1.3. The exchange of Technical Information and the action taken under subsection 1.2 will in all cases be free of charge except insofar as any exceptional expense is incurred by any party on such matters as research work specifically undertaken at the request of either of the other parties or visits of personnel to the facilities of another party being unduly prolonged, in which case a reasonable charge may be made in respect of such specific services, and except as provided for in Section 6 of this Agreement.

SECTION 2

EXCHANGE WITH LICENSED AFFILIATES

2.1. ICI, FII and Celanese may exchange with Licensed Affiliates Technical Information on Nylon Polymers, Nylon Fibers and the use of such Fibers in such manner as they may from time to time determine.

2.2. The exchange provided for with Licensed Affiliates will involve such Licensed Affiliates in passing back their own Technical Information on Nylon Polymers and Nylon Fibers and the use of such Fibers with authority for the same to be passed on to the other parties hereto and other Licensed Affiliates.

2.3. In respect of the foregoing an exchange under this Section of Technical Information with any Licensed Affiliate will commence when that Licensed Affiliate has specific plans for manufacture or production.

SECTION 3

USE OF TECHNICAL INFORMATION IN RELATION TO NYLON POLYMERS AND NYLON FIBERS

3.1. FII may use in the U.S.A. Received Technical Information for the purpose of producing and using Nylon Fibers and for the purpose of manufacturing Nylon Polymers.

3.2. ICI may use in the United Kingdom Received Technical Information for the purpose of manufacturing Nylon Polymers and of producing and using Nylon Fibers.



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3.3. LICENSED Affiliates may use, as authorized in reference to them, Received Technical Information for the purpose of producing and using Nylon Fibers and for the purpose of manufacturing Nylon Polymers.

3.4. ICI may, in connection with licensing to third parties of ICI's own Technical Information, license Received Technical Information for the manufacture of Nylon Polymers and the production and use of Nylon Fibers in any country of the world other than the U.S.A., provided that such Received Technical Information is an identifiable item being a subsidiary part of information developed by ICI or is unidentifiable and inextricably intermingled with information so developed and provided that a license granted in respect of such identifiable item of Received Technical Information shall not become effective until the price payable to the originator of such item has been established by good faith negotiations between the originator and ICI, but no such payment shall be required in the case of a license granted, after the expiration of twelve years from the date of this Agreement, to any company in which ICI has at the time directly or indirectly at least a forty per cent voting share interest or granted, after the expiration of fourteen years from the date of this Agreement, to other third parties.

3.5. EXCEPT as provided in this subsection 3.5 Celanese will not use in the U.S.A. or communicate to a third party for use in the U.S.A. any Received Technical Information for the purpose of manufacturing Nylon Polymers or of producing or using Nylon Fibers. Celanese will not communicate any Received Technical Information to any third party other than Licensed Affiliates and to Licensed Affiliates only for use as authorized in reference to them. The exceptions are:

(a) the provisions of subsection 3.9; and

(b) pursuant to an Agreement between the parties hereto dated 14 February 1966, Celanese may use Received Technical Information for the manufacture of Nylon Polymers for the production of Nylon Compounds.

3.6. EXCEPT as provided by subsections 3.1 and 3.9, FII will not use, and will not communicate to Licensed Affiliates otherwise than for use as authorized in reference to them, or communicate to a third party, any Received Technical Information for the purpose of manufacturing Nylon Polymers or of producing or using Nylon Fibers.

3.7. LICENSED Affiliates will not use, except as authorized in reference to them, any Received Technical Information for the purpose of manufacturing Nylon Polymers or of producing or using Nylon Fibers or communicate any Received Technical Information to third parties for such purpose.

3.8. EXCEPT as provided by subsection 3.9, ICI will not use in the U.S.A., or communicate to a third party for use in the U.S.A., any Received Technical Information for the purpose of producing or using Nylon Fibers or for the purpose of manufacturing Nylon Polymers therefor. ICI will not communicate any Received Technical Information to Licensed Affiliates otherwise than for use as authorized in reference to them.

3.9. WITHOUT prejudice to such powers and rights as they respectively may otherwise have, each party hereto may use or license without payment to the other parties Received Technical Information (whether such specific rights are granted to it under this Section or not) for the manufacture of Nylon Polymers and the production and use of Nylon Fibers as follows:

(a) Received Technical Information may be used by the party or a license granted to any company in which it has at the time directly or indirectly at least a forty per cent voting share interest after the expiration of two years from the date of the termination of the exchange of Technical Information under this Agreement; and

(b) a license to other third parties may be granted after the expiration of four years from the date of the termination of the exchange of Technical Information under this Agreement;

but in either case no rights under patents of any other party shall be granted or deemed to be granted in respect of such use or license of Technical Information or of the use or sale of products produced thereby.

## SECTION 4

## SALES SERVICE INFORMATION

4.1. Sales Service Information may be freely disclosed and used by the parties and by Licensed Affiliates and by direct and indirect customers.



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SECTION 5

## USE OF RECEIVED TECHNICAL INFORMATION IN RELATION TO NYLON POLYMERS AND NYLON FIBERS OUTSIDE THE AGREEMENT FIELD

5.1. There shall be no restriction on the use by the parties in operations outside the Agreement Field of any Received Technical Information but no rights under patents of any other party shall be granted or deemed to be granted in respect of such use of Received Technical Information or of the use or sale of products produced thereby.

5.2. Each party hereto may license, without payment to the other parties, Received Technical Information for use outside the Agreement Field as follows:

(a) a license to any company in which it has at the time directly or indirectly at least a forty per cent voting share interest may be granted at any time; and

(b) a license to any other third party may be granted after the expiration of fourteen years from the date of this Agreement;

provided that in either case no rights under patents of any other party shall be granted or deemed to be granted in respect of such use or license of Received Technical Information or of the use or sale of products produced thereby.

SECTION 6

## PAYMENT FOR ACQUIRED TECHNICAL INFORMATION

6.1. Where Technical Information is acquired after the date hereof from a third party for payment and is made available for use hereunder a fee may be charged in respect of the rights to use the same, based to the extent practicable on the cost of acquisition.

SECTION 7

## TERMINATION OF EXCHANGE OF TECHNICAL INFORMATION

7.1. The exchange of Technical Information between the parties and with Licensed Affiliates under this Agreement shall be for a period of ten years from the date of this Agreement.

7.2. Termination of the exchange shall not affect the rights or obligations of any party hereto or Licensed Affiliate or third party (as the case may be) with respect to Technical Information.

IN WITNESS WHEREOF the parties hereto have executed this Agreement as of the day and year first above written.

THE COMMON SEAL of IMPERIAL CHEMICAL INDUSTRIES LIMITED was hereunto affixed in the presence of:

*Director*

*Secretary*

FIBER INDUSTRIES, INC.

By .....

Attest: .....

CELANESE CORPORATION

By .....

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EXHIBIT "D"

PATENT LICENSE AGREEMENT

THIS AGREEMENT effective the First day of January One thousand nine hundred and seventy-four BY AND BETWEEN CELANESE CORPORATION, a Delaware corporation, hereinafter referred to as "CELANESE", IMPERIAL CHEMICAL INDUSTRIES LIMITED, a British corporation, hereinafter referred to as "ICI", and FIBER INDUSTRIES, INC., a Delaware corporation, hereinafter referred to as "FII".

WITNESSETH:

For and in consideration of the mutual covenants and agreements herein contained, each of the parties hereto, intending to be legally bound hereby, covenants and agrees as follows:

SECTION 1

DEFINITIONS

1.1. "Patents" means, in relation to each party hereto and each Licensed Affiliate, Letters Patent and applications for and licenses under Letters Patent in respect of which such party or Licensed Affiliate is able directly or indirectly to comply with the obligations assumed by it by this Agreement and to the extent it is so able to comply.

SECTION 2

GRANT OF PATENT LICENSES BETWEEN THE PARTIES AND LICENSED AFFILIATES

2.1. Except as provided in subsection 3.10 of the Polyester Agreement and subsection 3.9 of the Nylon Agreement entered into pursuant to an Agreement of even date between the parties hereto and except as to sales of Polyester Polymer and Nylon Polymer manufactured by any Licensed Affiliate in which Celanese has a forty per cent voting share interest, the present and future Patents of each party hereto and of each Licensed Affiliate first filed in any country prior to the end of the period of exchange of Technical Information under the Polyester Agreement and the Nylon Agreement shall be non-exclusively licensed to each other party and each licensed Affiliate free of payment (except as stated in Section 6) but only to the extent required to use Technical Information in those portions of the Agreement Field in those countries where such party or such Licensed Affiliate has received the right to use Received Technical Information pursuant to Sections 3 and 4 of the said Polyester Agreement and the said Nylon Agreement and to sell in the country of manufacture the products produced by the use of such Technical Information.

SECTION 3

NON-ASSERTION OF PATENTS

3.1. As regards the said Polyester Agreement, the Patents of each party hereto and of each Licensed Affiliate covering an invention which is the subject of an application for Letters Patent first filed in any country after the 2 December 1963 and prior to the end of the period of exchange of Technical Information under that Agreement, shall not be asserted to prevent the sale in any country of the world of Polyester Fibers produced by FII, and of Polyester Fibers produced by ICI, and in the U.S.A. of Polyester Fibers produced by any Licensed Affiliate by the use of Received Technical Information.

3.2. As regards the said Nylon Agreement, the Patents of each party hereto and each Licensed Affiliate covering an invention which is the subject of an application for Letters Patent first filed in any country after the 2 December 1963 and prior to the end of the period of exchange of Technical Information under that Agreement, shall not be asserted to prevent the sale in any country of the world of Nylon Fibers produced by FII, and of Nylon Fibers produced by ICI, and in the U.S.A. of Nylon Fibers produced by any Licensed Affiliate by the use of Received Technical Information.

3.3. As regards the said Polyester Agreement and in amplification of subsection 2.1 and subsection 3.1 of this Agreement and for the benefit of each Licensed Affiliate, the patents of Celanese, ICI and each other Licensed Affiliate covering an invention which is the subject of an application for Letters Patent first filed in any country after 2 December 1963 and prior to the end of the period of exchange of Technical Information under the Polyester Agreement shall not be asserted to prevent the sale in any country where similar non-assertion of patents is accorded to that Licensed Affiliate by FII, of Polyester Fibers produced by it by the use of Received Technical Information.

3.4. As regards the said Nylon Agreement and in amplification of subsection 2.1 and subsection 3.2 of this Agreement and for the benefit of each Licensed Affiliate, the patents of Celanese, ICI and each other Licensed Affiliate covering an invention which is the subject of an application for Letters Patent first filed in any country



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after the 2 December 1963 and prior to the end of the period of exchange of Technical Information under the Nylon Agreement shall not be asserted to prevent the sale in any country where similar non-assertion of patents is accorded to that Licensed Affiliate by FII, of Nylon Fibers produced by it by the use of Received Technical Information.

SECTION 4

GRANT OF ADDITIONAL PATENT LICENSES AND NON-ASSERTION OF PATENTS BY THE PARTIES AND LICENSED AFFILIATES

4.1. The Patents of each party hereto and of each Licensed Affiliate first filed in any country prior to the end of the period of exchange of Technical Information under the Polyester Agreement shall be non-exclusively licensed to any company identified by ICI pursuant to subsection 3.4 of the said Polyester Agreement free of payment (except as stated in Section 6) but only for the purposes of manufacturing Polyester Polymers, otherwise than for the purpose of producing Polyester Fibers, and of selling such Polyester Polymers.

4.2. In addition to the non-assertion provided in subsection 3.1, FII agrees not to assert its Patents covering an invention which is the subject of an application for Letters Patent first filed in any country prior to the 3 December 1963, against the sale of Polyester Polymers manufactured and Polyester Fibers produced by ICI, or against the sale, in the country or countries in respect of which a Licensed Affiliate in which ICI has a forty per cent voting share interest is authorized to use Received Technical Information, of Polyester Fibers produced by that Licensed Affiliate in such country or countries.

4.3. In addition to the non-assertion provided in subsection 3.1, Celanese agrees not to assert its Patents based on work done prior to the 3 December 1963 at the request of FII, or for the express benefit of FII, or jointly with FII or ICI, against the sale of Polyester Polymers manufactured and Polyester Fibers produced by ICI, or against the sale, in the country or countries in respect of which a Licensed Affiliate in which ICI has a forty per cent voting share interest is authorized to use Received Technical Information, of Polyester Fibers produced by such Licensed Affiliate in such country or countries.

SECTION 5

SUBLICENSING BY FII

5.1. FII shall have power to grant sublicenses for the lives of the licensed Patents under the patent rights it has under this Agreement to the extent these are for the production of Polyester Fibers and for the manufacture of Polyester Polymers and for the production of Nylon Fibers and for the manufacture of Nylon Polymers. Such power shall terminate with respect to Polyester Fibers and Polyester Polymers upon termination of the exchange of Technical Information under the said Polyester Agreement and shall terminate with respect to Nylon Fibers and Nylon Polymers upon termination of the exchange of Technical Information under the said Nylon Agreement.

5.2. For the purposes of this Section the production of Polyester Fibers and Nylon Fibers shall mean:

(a) in the case of continuous monofilament or multifilament yarns and tows, all operations up to the stage of, but not beyond, the first reeling or other collecting operation following production or, where drawn, following all drawing; and

(b) in the case of staple fibers, all operations up to the stage of, but not beyond, staple fiber in bulk.

SECTION 6

PAYMENT FOR ACQUIRED PATENTS

6.1. Where Patents are acquired after the date hereof from a third party for payment (whether by way of lump sum or running royalty) and become subject to this Agreement, a fee may be charged in respect of the rights granted or obligations assumed hereunder based to the extent practicable on the cost of acquisition.

6.2. Where Patents of a third party are held upon terms that rights may be granted or obligations assumed only upon payment to such third party of a lump sum or running royalty, such rights may be granted or obligations assumed only upon payment of compensation appropriate thereto.



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IN WITNESS WHEREOF the parties hereto have executed this Agreement as of the day and year first above written.

CELANESE CORPORATION

By .....

Attest: .....

THE COMMON SEAL of IMPERIAL CHEMICAL INDUSTRIES LIMITED was hereunto affixed in the presence of:

*Director*

*Secretary*

FIBER INDUSTRIES, INC.

By .....

Attest: .....



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EXHIBIT "E"

POLYESTER FIBERS PATENTS IMMUNITY AGREEMENT

THIS AGREEMENT effective the first day of January One thousand nine hundred and seventy-four BY AND BETWEEN CELANESE CORPORATION, a Delaware corporation, hereinafter referred to as "Celanese", IMPERIAL CHEMICAL INDUSTRIES LIMITED, a British corporation, hereinafter referred to as "ICI", and FIBER INDUSTRIES, INC., a Delaware corporation, hereinafter referred to as "FII".

WITNESSETH:

For and in consideration of the mutual covenants and agreements herein contained the parties hereto, intending to be legally bound hereby, covenant and agree as follows:

SECTION 1

DEFINITIONS

Wherever used in this Agreement unless otherwise clearly indicated in the context "Agreement Product" shall mean any of the following forms of Polyester Fibers:

(i) flat singles continuous filament yarns;
(ii) thrown singles continuous filament yarns;
(iii) tows;
(iv) staple fibers;
(v) tops; and
(vi) monofils

SECTION 2

NON-ASSERTION OF PATENTS

Celanese, ICI and FII and each Licensed Affiliate covenants and agrees with each of the others and each other Licensed Affiliate that it will not at any time hereafter assert against any of the others or against any other person according similar non-assertion of patents or of rights under patents or against any direct or indirect customers of any of the others or of such other person, any patents or rights under patents having a priority date not later than the end of the period of exchange of Technical Information under the Polyester Agreement of even date entered into between the parties hereto, to prevent the import, treatment, use or sale in any country of the world of any fabricated article manufactured from any Agreement Product, but for this purpose the expression "fabricated article" does not include:

(i) an Agreement Product which has been manufactured from any other Agreement Product; or
(ii) an Agreement Product which has been merely colored or treated with a textile or other processing agent or which has been merely crimped or looped;

provided that as regards any such other person or the direct or indirect customers of such other person the patents or rights under patents covered by this provision may be confined to such as have a priority date earlier than the First January One thousand nine hundred and fifty-four unless, and to the extent and for the period that, such other person signifies its assent in writing to grant reciprocal rights in respect of its patents and rights under patents having a priority on or after the said date and provided further that with respect to other persons according non-assertion of patents or of rights under patents in a narrower field this Agreement shall apply only to such narrower field.

IN WITNESS WHEREOF the parties hereto have executed this Agreement as of the day and year first above written.

CELANESE CORPORATION

By .....

Attest: .....

THE COMMON SEAL of IMPERIAL CHEMICAL INDUSTRIES LIMITED was hereunto affixed in the presence of:

*Director*

*Secretary*

FIBER INDUSTRIES, INC.

By .....

Attest: .....



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EXHIBIT "F"

NYLON FIBERS PATENTS IMMUNITY AGREEMENT

THIS AGREEMENT effective the first day of January One thousand nine hundred and seventy-four BY AND BETWEEN CELANESE CORPORATION, a Delaware corporation, hereinafter referred to as "Celanese", IMPERIAL CHEMICAL INDUSTRIES LIMITED, a British corporation, hereinafter referred to as "ICI", and FIBER INDUSTRIES, INC., a Delaware corporation, hereinafter referred to as "FII".

WITNESSETH:

For and in consideration of the mutual covenants and agreements herein contained, each of the parties hereto and each Licensed Affiliate, intending to be legally bound hereby, covenants and agrees that it will not at any time hereafter assert against any of the others or against any direct or indirect customers of any of the others any patents or rights under patents having a priority date not later than the end of the period of exchange of Technical Information under the Nylon Agreement of even date entered into between the parties hereto, to prevent the import, treatment, use or sale in any country of the world of any article fabricated from Nylon Fibers which expression shall not include:

(a) Nylon Fibers as such which have been merely thrown, bulked folded, colored or otherwise treated; or

(b) tops or spun yarns whether or not colored or otherwise treated; or

(c) tire fabric.

IN WITNESS WHEREOF the parties hereto have executed this Agreement as of the day and year first above written.

CELANESE CORPORATION

By .....

Attest: .....

THE COMMON SEAL of IMPERIAL CHEMICAL INDUSTRIES LIMITED was hereunto affixed in the presence of:

*Director*

*Secretary*

FIBER INDUSTRIES, INC.

By .....

Attest: .....



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