

AGREEMENT

This joint research agreement by and among the Members, the following automobile manufacturers: General Motors, Ford Motor Company and Chrysler Motors Corporation (the "Auto Companies"); and the following oil companies: Amoco Oil Company, Atlantic Richfield Company, Ashland Oil, Inc., BP Oil Company, Chevron Corporation, Conoco Inc., Exxon Research and Engineering Company, Marathon Oil Company, Mobil Oil Corporation, Phillips Petroleum Company, Shell Oil Company, Sun Refining and Marketing Company, Texaco Inc., and Union Oil Company of California (the "Oil Companies");

WHEREAS, the federal government as well as various state governments are considering or have enacted legislation and/or regulations designed to reduce total emissions and to reduce the ozone forming potential of emissions from motor vehicles in order to improve air quality;

WHEREAS, it is desirable that the legislative and regulatory consideration of the options of use of reformulated gasolines (including reformulated gasoline using ethers and ethanol as oxygenates), methanol and other alternative fuels and advanced automotive technology, including emission control systems, proceed with data that allows for a comprehensive, reasonable, fair, and accurate comparison of the benefits and costs of the various alternatives to improving air quality;

In the Matter of Union Oil
Company of California
Docket No. 9325

RX 226

TRIAL EXHIBIT
U.S. District Court (D. Cal.)
CA No. CV-95-2378 RMY (JR)

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WHEREAS, the Congress of the United States has passed an Act (15 U.S.C. § 4301 et seq.) to permit and encourage cooperative research, known as the National Cooperative Research Act of 1984 (the "Act");

WHEREAS, the Members desire to engage in cooperative research to systematically study the emission effects of reformulated gasolines (including reformulated gasoline using ethers and ethanol as oxygenates), methanol and other alternative fuels, and advanced automotive technology including emission control systems such as existing and advanced engine, vehicle fuel systems, and exhaust aftertreatment, as well as their cost-effectiveness, so as to provide data that may be used by Congress and state legislators and by Federal and state regulators in their efforts to reduce total emissions from motor vehicles;

NOW, THEREFORE, in consideration of the foregoing and the mutual agreement herein contained, the parties hereto agree as follows:

1. Formation Of Automotive Emissions Cooperative Research Ventures.

The Members hereby establish a joint research venture (the Program). The Program shall continue until dissolved and

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terminated in accordance with the provisions hereof and, except as required by law, shall not be dissolved or terminated except in accordance with such provisions.

2. Objectives.

A. The Program, in connection with current or prospective federal and state legislative and regulatory requirements, will have as its objective the planning and carrying out of research and tests designed to measure and evaluate automobile emissions and the potential improvements in air quality achievable through use of reformulated gasolines (including reformulated gasoline using ethers and ethanol as oxygenates), methanol and other alternative fuels, and of developments in automotive technology including emission control systems, and to evaluate the relative cost-effectiveness of these various improvements. In recognition of the fact that some tests may be completed more quickly than others, and that some tests require as input the results of other tests, the research and testing shall be conducted in at least two phases.

(i) Phase I: The Program will promptly begin, and is targeted to complete by September 1990 a research and test program that will determine the potential reductions in total

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emissions and improvements in air quality, and the relative cost-effectiveness, that may result from:

(a) use of reformulated gasolines producible in volume from existing refineries and usable in existing vehicles, including low-emission vehicles with state-of-the-art emission control systems, that will be in the public fleet in the 1990s (recognizing that the ranges of variations in gasoline formulations that actually must be tested in order to give good scientific accuracy to the results may not themselves be producible in volume from current refineries);

(b) use of methanol fuels in VFV, FFV, and GTMV types of vehicles being developed by the automotive industry for sale in the 1990s.

(ii) Phase II: The Program will develop by the end of 1989, and begin early in 1990, a subsequent research and testing project to determine the potential reductions in total emissions and ozone-forming potential leading to improvements in air quality, and the relative cost-effectiveness, that may result from:

(a) use of a range of current and reformulated gasolines, including those requiring refinery

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changes, with vehicle emission control systems planned for future production (e.g., 1992-1993 production intent systems) by optimization involving the following parameters:

- (i) engine calibration -- hardware and/or software,
 - (ii) system control -- strategy/algorithms,
 - (iii) catalyst formulation
- (emission control strategies that are independent of the fuels tested will not be part of the program);
- (b) similar activities with advanced methanol fuels and vehicles.

B. The Program will, to the extent possible, prioritize testing in light of data which may be required for EPA and CARB rulemaking proceedings. It is contemplated that at least part of the Phase II testing and research will be conducted simultaneously with the Phase I testing and research.

C. Any competitively sensitive information necessary to perform the assessments of relative cost-effectiveness, as described in A(i) and (ii), above, will be collected in confidence by one or more third parties and summarized and presented in a fashion that would not violate applicable legal

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limitations on exchange of information by competitors that are parties to a joint research venture.

D. In order to achieve the objectives, unless otherwise provided in this Agreement, the Members of the Program contemplate that the Program may, upon approval of the Research Planning Task Force and subject to the limitations set forth in paragraph J, below, engage in the following activities specified by the National Cooperative Research Act of 1984:

(i) theoretical analysis, experimentation, or systematic study of phenomena or observable facts,

(ii) the development or testing of basic engineering techniques,

(iii) the extension of investigative findings or theory of a scientific or technical nature into practical application for experimental and demonstration purposes, including experimental producing and testing of models, prototypes, equipment materials, and processes,

(iv) the collection, exchange, or analysis of research information,

(v) any combination of the purposes specified in subparagraphs (i), (ii), (iii), and (iv), and may include the establishment and operation of facilities for the conducting of research, the conducting of the research on a protected and proprietary basis, and the prosecuting of applications for

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patents and the granting of licenses for the results of such venture.

E. The results of research and testing of the Program will be disclosed to government agencies, the Congress and the public, and otherwise placed in the public domain. The Research Planning Task Force shall determine and coordinate the timely release and publication of Program results. It is the objective of this Program that the principles of full disclosure to government agencies, the Congress and the public will apply as to the research and testing (i) except insofar as applicable law may require competitive cost information and other competitively sensitive information to be collected in confidence by one or more third parties and summarized and presented thereby in a fashion that would conform to applicable laws on exchange of information by competitors, or (ii) except as may be necessary to protect proprietary information contributed by companies (whether or not members) against wrongful disclosure to or misappropriation by parties to the Program or by others outside the Program. No proprietary rights will be sought nor patent applications prosecuted on the basis of the work of the Program unless required for the purpose of ensuring that the results of the research by the Program will be freely available, without royalty, in the public domain.

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F. Nothing in this Agreement shall constitute the Program as the exclusive vehicle of the Members for research and testing in the fields covered by the Program.

G. The Members may, to the extent they see fit to do so, participate in the Program through subsidiaries, affiliates, divisions, or other members of their corporate family.

3. Limitations On Activities.

No Member will utilize the Program for any of the following activities excluded from the definition of "joint research and development venture" by Section 2(b) of the National Cooperative Research Act of 1984, namely:

A. Exchanging of information among competitors relating to costs, sales, profitability, prices, marketing, or distribution of any product, process, or service that is not reasonably required to conduct the research and development that is the purpose of such venture;

B. Entering into any agreement or the engaging in any other conduct restricting, requiring, or otherwise involving the production or marketing by any person who is a party to such venture of any product, process, or service, other than the production or marketing of proprietary information developed through such venture, such as patents and trade secrets

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(which production or marketing of proprietary information is, however, not contemplated, except to assure that the results of the research will be freely available, in the public domain, as provided in paragraph 2-E, above); and

C. Entering into any agreement or engaging in any other conduct -

- (i) to restrict or require the sale, licensing, or sharing of inventions or developments not developed through such venture, or
- (ii) to restrict or require participation by such party in other research and development activities.

that is not reasonably required to prevent misappropriation of proprietary information contributed by any person who is a party to such venture or of the results of such venture.

4. Management.

A. Research Planning Task Force. The Program will be managed by the Research Planning Task Force that has been designated by the above-described Auto and Oil Companies. The composition of the Research Planning Task Force and the Member companies that have nominated each representative thereto is set forth in further detail in Exhibit 1 hereto. A company whose representative acts as a member of the Research Planning

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Task force may replace such representative at any time, without limitation or restriction, by giving written notice to the other Members of this Program. Such representative will serve for as long as, and only for so long as, his or her appointing company so desires. The Research Planning Task Force will conduct the activities of this Program through such committees appointed thereby and through such third parties with whom it may contract as the Research Planning Task Force shall decide. It is contemplated that contracts for the conduct of research or testing will contain provisions indemnifying or insuring the Program and its Members against liability insofar as is practicable. The committees and subcommittees appointed by the Research Planning Task Force include, but will not be limited to, those set forth in the chart attached hereto as Exhibit 2. The third party contractors referred to include but will not be limited to the Coordinating Research Council, Inc. The Research Planning Task Force shall appoint from its own members, and may replace at any time, one Co-Chairman from the Auto Company group and one Co-Chairman from the Oil Company group, and a Secretary, such Co-Chairmen and Secretary to have such duties and powers as the Research Planning Task Force will decide. It is anticipated that the Research Planning Task Force shall act by the concurrence of the Oil Companies as a group and the Auto Companies as a group. It shall be

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left to the two groups to determine as they see fit what degree of concurrence of their respective Members is required to formulate a group position. The Task Force may give representatives of relevant government agencies observer status with respect to the research and testing activities of the Program. A Distinguished Panel of Expert Advisers, consisting of distinguished academic experts, will be consulted with regard to the proposed research and testing.

B. Compensation. The members of the Research Planning Task Force, including the Chairman and the Secretary, shall serve without compensation for services rendered as a member of the Research Planning Task Force or as an executive of the Program.

C. Limitation On Authority Of Program Members. No Member of the Program shall enter into any contract on behalf of the Program or otherwise bind the Program or any other Member except with the approval of the Research Planning Task Force. The Research Planning Task Force may delegate authority to enter into contracts on behalf of the Program to committees or subcommittees of the Program or to third parties such as the Coordinating Research Council. Each Member of the Program agrees to indemnify and hold harmless each of the other Members from and against any claims, liabilities and expenses.

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including reasonable attorney's fees, relating to or arising out of any breach by such Member of this paragraph 4-C.

5. Funding Commitments And Their Allocation.

A. Funding Commitments. The Members of the Program shall be responsible for the cost of activities approved and expenses incurred and commitments made by the Research Planning Task Force. Such responsibility includes the obligation to contribute such funds as may be necessary to develop and complete all research approved by the Research Planning Task Force, to pay the out-of-pocket expenses of the Research Planning Task Force and any committees appointed thereby, and to pay third parties including but not limited to Coordinating Research Council, Inc. with whom the Program may have contracted under authority, direct or delegated, of the Research Planning Task Force. The Research Planning Task Force shall from time to time assess Members for the foregoing purposes, which amounts shall be credited against each Member's funding obligation determined under paragraph 5-B.

B. Allocation Of Funding Obligations. The Oil Company group of Members and the Auto Company group of Members shall, respectively, each bear 50% of the burden of the overall costs and liabilities of the Program. The Members of each of the two groups shall be responsible for allocating their

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collective 50% burden among the Members (and the Associate Members, if any, as provided under paragraph 8-B hereof) of that group. The funding responsibilities and liability shares of each Member in this Program shall be the proportion of the overall costs and liabilities of this Program to be borne by that Member on the basis of (i) the overall allocation of costs, 50% to each of the Oil Company and Auto Company groups, and (ii) the agreements within those groups for allocation of their 50% aggregate share. At the end of each calendar year the Research Planning Task Force shall determine the overall costs and liabilities of the Program for the year just completed, which amount shall be allocated hereunder (and under paragraph 8-B, if applicable) among the companies that have been Members (or Associate Members, if any) of the Program at any time during the year (subject to the provisions of paragraphs 7 and 8-C as to withdrawals).

C. Reimbursement Of Expenditures Of Members. No Member of the Program shall be reimbursed for any expenditures of class of expenditures related thereto except as the Research Planning Task Force may decide.

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6. Confidentiality And Intellectual Property Rights.

A. Phase I and Phase II Programs. It is contemplated that all of the research and testing to be carried out in the Phase I Program will be disclosed in the final report in regard to such research and otherwise dedicated to the public domain. The same principles of full disclosure and dedication to the public domain shall apply in regard to Phase II research. However, in both Phases, to the extent that proprietary technology and/or other proprietary information is reasonably required to conduct such research and testing, certain limitations on disclosure may be required to ensure compliance with applicable law and to protect individually owned proprietary information supplied to the Program by companies whether or not Members of this Program.

B. Independent Research. Each Member (and each Associate Member) shall retain the right to engage in independent research, alone or with others, including other participants in the Program, on any matter, including reformulated gasoline, methanol, other alternative fuels or automotive technology including emission control systems. A Member who has undertaken or desires to undertake an independent research project shall not be obligated by reason of this Agreement to (i) disclose to the Program or the other Members the fact that such independent research has been or is being undertaken, the

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nature of the project or the results thereof, or (ii) permit the Program or the other Members to participate in such project. If a Member engages in independent research, (i) the project shall not be deemed to be undertaken by the Program; (ii) neither the Program nor the other Members shall have any rights or obligations relating thereto by reason of this Agreement; (iii) the Member undertaking such project shall not be credited by the Program with any expenditures or research time relating to such project; (iv) the other Members shall not have any rights to participate in such project by reason of this Agreement; and (v) the Research Planning Task Force shall not have any right to review or approve any contracts relating to such project. Nothing in this Agreement shall be deemed to constitute a waiver of existing or future proprietary rights that a Member may otherwise possess.

7. Withdrawals From Membership.

Any Member of this Program may withdraw therefrom upon written notice to the Research Planning Task Force and to the other Members of the Program. Any withdrawing Member shall be obligated to pay to the Program its share of Program expenditures to the date of its withdrawal, its share of the anticipated future expenditures of any Phase I and Phase II research and testing for which approval of a detailed program by

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the Research Planning Task Force has occurred, prior to the withdrawal, and its share of liabilities of the Program incurred prior to the withdrawal.

8. Associate Members.

In addition to the Members, any company that has a valid business interest in developing accurate data on the benefits and costs of use of reformulated gasoline and certain other alternative fuels and automotive technology including engine and vehicle emission control systems to improve air quality, upon the approval of the Research Planning Task Force may become an Associate Member of the Program. Associate Members shall have the rights enumerated below.

A. Rights Of Associate Members -- Associate Members shall have the right on a reasonable basis to review all non-proprietary testing protocols and procedures and program designs, to observe all testing (subject to the need to protect proprietary information), to have access to validated test results on a timely basis, to provide suggestions on the above to the Research Planning Task Force, and to provide suggestions to the Distinguished Panel of Expert Advisers which may provide advice as to research and testing.

B. Financial Contributions Of Associate Members. Associate Members shall be required to pay periodic assessments

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to the Program as determined by the Research Planning Task Force, which assessments shall be made at the same time as assessments of Members. Assessments of Associate Members who are in the automotive industry shall contribute to the expenses of the Auto Companies as a group, and assessment of other Associate Members who are not in the automotive industry shall contribute to the expenses of the Oil Companies as a group. The assessments of all Associate Members in either such group shall be equal within the group, and shall not exceed 75% of the smallest assessment that shall be made against any individual Member of that group. The aggregate annual assessments of Associate Members classified with either such group shall not exceed 10% of the expenses allocated to that group and each Associate Member's share shall be equally reduced, if and to the extent necessary, to eliminate any such excess.

C. Withdrawal Of Associate Members. Any Associate Member of the Program may withdraw therefrom upon written notice to the Research Planning Task Force. Any Associate Member shall be required to pay any assessments made and owing under the provisions of this Agreement; however, Associate Members that withdraw shall have no obligation to bear any further Program liabilities.

D. Associate Members' Rights On Dissolution. Associate Members shall not participate in satisfying any of the

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obligations nor share in any of the proceeds from the dissolution of the Program as described in paragraph 10.

9. Term And Termination Of The Program.

The Program will continue until the completion or termination of the Phase I Program and the Phase II Program as approved by the Research Planning Task Force, unless an earlier termination is agreed to by the concurrence of the Oil Companies as a group and the Auto Companies as a group. In any event, the Program shall terminate no later than December 31, 1994. Upon termination of the Program the Program shall be dissolved and except for the rights and obligations described in paragraph 10, no Member (or Associate Member) shall have any further rights or obligations hereunder.

10. Dissolution.

A. Circumstances Resulting In Dissolution. The Program shall not be dissolved except upon termination of the Program in accordance with this paragraph 10.

B. Winding-Up. Upon the dissolution of the Program, the joint activities carried on by the Program pursuant to this Agreement shall be dissolved and the affairs of the Program shall be wound up. Upon the dissolution and winding-up of the activities of the Program, the property and assets of

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the Program (except that which is to be dedicated to the public) shall be sold or otherwise disposed of at their fair market value, and the terms and conditions of this Agreement and the rights and obligations of the Members with respect to the conduct, management, supervision and operation of the Program shall continue in force during such period of liquidation. All rights, property and assets of the Program shall be liquidated as promptly as is consistent with obtaining the fair market value of such rights, property and assets.

C. Proceeds Of Liquidation. The proceeds from liquidation of the rights, property and assets of the Program shall be applied in the following order of priority and, upon the completion of the distribution of such proceeds, the Program shall be deemed to have been entirely terminated:

- (i) the satisfaction of any outstanding obligations and liabilities to creditors of the Program;
- (ii) establishment of any reserves which such persons as are supervising and controlling the liquidation of the Program may deem advisable with respect to any contingent or unforeseen liabilities or obligations of the Program, such reserves to be maintained in a regular trust account and at the expiration of such reasonable period of time as such persons shall deem

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advisable the remaining balance in the trust fund shall be distributed to the Members in accordance with the priorities herein provided for;

- (iii) payment to the Members of any accrued but unpaid interest on the repayment, if any, of the outstanding principal of any advances made to the Program by the Members or any other debts of the Program to the Members;
- (iv) distribution to the Members of that portion of such property and assets then remaining as will result in a return to each Member of the balance of its capital account; if such remaining property and assets are not sufficient to return to the Members the entire amounts of their capital accounts, such remaining property and assets shall be distributed between the Members in proportion to the respective amounts of their capital accounts; if at the time of such distribution, any Member's capital account has a negative balance, it shall contribute such sums to the Program as are sufficient to raise the balance in its capital account to nil; any such contribution shall be treated as

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additional property and assets of the Program and distributed in accordance with the provisions of this paragraph 10; and

- (v) distribution of any balance remaining, after deducting the cost of liquidation, to the Members in accordance with their respective Program Interests.

11. Assignment.

Neither this Agreement nor any rights or obligations of the Members or Associate Members hereunder shall be assignable except as by operation of law, and no Member or Associate Member may sell or assign its interest in the Program, except by operation of law, without the express written consent of each and all of the Members.

12. Notice To Department Of Justice And Federal Trade Commission.

NOT later than ninety (90) days after the date hereof, the Research Planning Task Force shall cause to be filed on behalf of the Program a notice with the Department of Justice and the Federal Trade Commission in accordance with the National Cooperative Research Act. The Research Planning Task Force shall also cause to be filed an appropriate supplemental

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notice with the Department of Justice and the Federal Trade Commission upon the approval by the Research Planning Task Force of the detailed program for Phase II.

13. Representations And Warranties.

Each Member represents and warrants to the others that:

A. Corporate Existence. Such Member is a corporation duly organized, validly existing and in good standing under the laws of the jurisdiction of its incorporation and, to the best of its knowledge, it is duly qualified to do business and is in good standing in each additional jurisdiction where such qualifications and good standing are necessary.

B. Authorization. The execution, delivery and performance of this Agreement, and any other agreement described herein to which such Member is a party, are within its corporate powers, have been duly authorized and are not in contravention of law or the terms of its articles of incorporation or by-laws or of any undertaking to which it is a party or by which it is bound.

C. Binding Effect. This Agreement constitutes the legal, valid and binding obligations of such Member, enforceable in accordance with the terms hereof.

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D. No Proceedings. No litigation or governmental proceeding is pending or, to the knowledge of the officers of such Member, threatened against such Member, which is reasonably expected to have a material adverse effect on its ability to carry out the transactions described herein.

E. No Consents. Except for the filing described in paragraph 12 hereof, no consent, approval or authorization of, or declaration or filing with any governmental authority on the part of such Member is required in connection with the execution and delivery of this Agreement, or any other agreements described herein or transactions contemplated hereby.

14. Books And Records; Fiscal Year; Tax Election.

A. Books And Records. The Program shall maintain such books of account and records of the Program with respect to its activities and as are usually kept by persons engaged in similar activities. Each Member shall have access during business hours to inspect, examine and take extracts from or make copies of such books of account and records.

B. Fiscal Year. The fiscal year of the Program shall be the calendar year.

C. Tax Election. The parties agree that the Program will be excluded from the provisions of Subchapter K of Chapter 1 of the Internal Revenue Code of 1986, relating to

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partners and partnerships, beginning with the first taxable year of the Program, and that Members and Associate Members, if any, will take steps deemed necessary to that end. Within ninety (90) days following the last day of each fiscal year of the Program, each of the Members shall be furnished with all information necessary for the filing by such Member of all applicable tax returns required to be filed by such Member.

15. Entire Agreement, Amendment, Waiver.

This Agreement and the agreements referred to herein or contemplated hereby embody the entire agreement of the Members and supersede any other agreements or understandings among the Members, whether oral or written. No amendment or modification or waiver of a breach of any term or condition of this Agreement will be valid unless in a writing signed by each and every Member. The failure of any Member to enforce, or the delay by any of them in enforcing, any of their respective rights under this Agreement will not be deemed a continuing waiver or a modification of any rights thereunder and any Member may, within the time provided by applicable law, commence appropriate legal proceedings to enforce any or all of its rights.

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16. Notices.

Any notice required or permitted to be given hereunder shall be in writing and shall either be personally delivered, given by telex (and confirmed by mail) or mailed by registered or certified mail (airmail if mailed to or from a location outside the U.S.), postage prepaid, return receipt requested, addressed as indicated in Exhibit 3.

Notices given hereunder will be deemed given on the date upon which they were personally delivered, or, if sent by telex, twenty-four (24) hours after transmission with confirmed Answerback, or, if mailed, five (5) days after mailing.

17. Interpretation.

A. This Agreement shall be governed by, and construed in accordance with the laws of the District of Columbia without regard to the choice of law provisions thereof.

B. The heading of the Sections of this Agreement are for convenience of reference only and will not be considered or referred to in interpreting this Agreement.

C. If any term of this Agreement will be deemed invalid or unenforceable for any reason whatsoever, the remaining terms hereof shall not be affected, impaired or invalidated and will remain in full force and effect.

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18. Counterparts.

This Agreement may be executed in any number of counterparts, and each counterpart shall constitute an original instrument, but all such separate counterparts shall constitute only one and the same instrument.

IN WITNESS WHEREOF, the parties hereto have caused the Agreement to be executed by their duly authorized officers as of October 16, 1989.

By Roger C. Beach
ROGER C. BEACH
President, Refining & Marketing
Union Oil Company of California

Print Name, Title and Company:

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EXHIBIT 1

RESEARCH PLANNING TASK FORCE

Keith McHenry
Amoco Corporation
Chicago, IL

D. B. Smith
ARCO Products Company
Los Angeles, CA

R. E. Yancey, Jr.
Ashland Oil, Inc.
Ashland, KY

M. W. Press
BP Oil Company
Cleveland, OH

Dixon Smith
Chevron, USA
San Francisco, CA

Bernard I. Robertson
Chrysler Corp.
Highland Park, MI

John Ogren
Conoco
Houston, TX

Clarence M. Eidt, Jr.
Exxon Research & Engineering
Company
Floerham Park, NJ

Helen Petrauskas
Ford Motor Co.
Dearborn, MI

Joe Colucci
General Motors Tech. Center
Warren, MI

J. R. Coleman, Jr.
Marathon Oil
Findlay, OH

J. J. Wise
Mobil R&D
Princeton, NJ

C. F. Cook
Phillips Petroleum
Bartlesville, OK

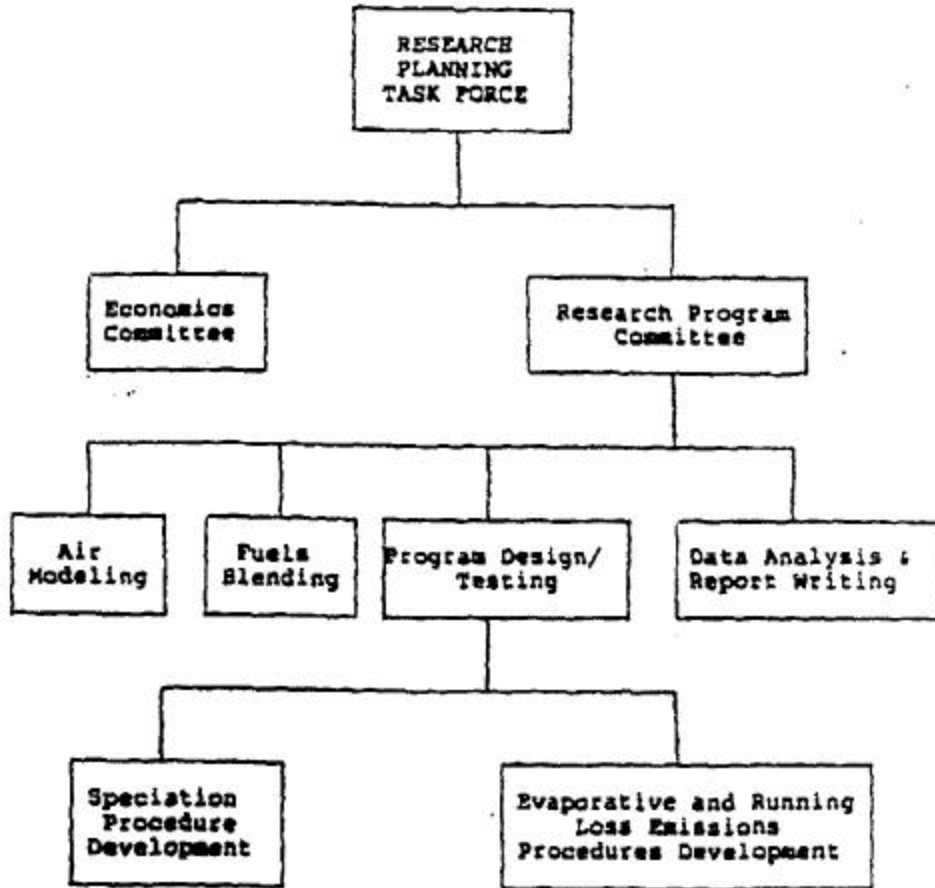
J. R. Street
Shell Development Co.
Houston, TX

Dan Patrick
Sun Company
Radnor, PA

R. R. Dickinson
Texaco
White Plains, NY

S. K. Alley, Jr.
Unocal
Brea, CA

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OFFICE OF AIR QUALITY MANAGEMENT

DATE: 06/17/78

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EXHIBIT 3

NOTIFICATION ADDRESSEES

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(or)
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PHILLIPS PETROLEUM COMPANY

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