

SECRECY AGREEMENT

This Secrecy Agreement is by and between _____, located at _____ (hereinafter "_____") and **Ashland Inc.**, located at 5200 Blazer Parkway, Dublin, OH 43017, (hereinafter "Ashland") and shall be effective on _____ (the "Effective Date").

Ashland has in its possession information, know-how and data of a secret and proprietary nature (hereinafter "Confidential Information") relating to Ashland's real estate holdings and plant operations in New Jersey. It is understood that _____ will receive Confidential Information for the purpose of evaluating the possible purchase of said real estate holdings. Ashland is prepared to make Confidential Information available to _____ to the extent Ashland deems it necessary, for the sole purpose stated above, under the following conditions:

1. _____ agrees. (a) to use Confidential Information solely for the purpose stated above; (b) not to disclose Confidential Information to others without Ashland's permission, and (c) to use a high degree of care to limit the disclosure of Confidential Information to those _____ employee(s) whose participation is essential for the purpose set forth herein, such disclosure being made only after any such employee(s) has been informed of _____ obligations hereunder.
2. The provisions of paragraph 1 notwithstanding. _____ shall have no obligations with respect to Confidential Information which _____ can show: (a) at the time of disclosure is in the public domain, or after disclosure hereunder becomes, through no act or failure to act on the part of _____; part of the public domain; (b) is disclosed to _____ without secrecy restriction by a third party who has the right to so disclose and who has not either directly or indirectly obtained the information from Ashland; or (c) at the time of disclosure is in the possession of _____ as evidenced by written or other authenticated evidence thereof.

For the purposes of this paragraph, disclosures relating to Confidential Information which are specific, e.g., as to operating procedures, process conditions, raw material or product specifications, equipment and control specifications, and the like, shall not be deemed to be within the foregoing exceptions merely because they are embraced by more general information in the public domain, in the possession of _____ or received from a third party. In addition, any combination of features shall not be deemed to be within the exceptions merely because the individual features are in the public domain, in the possession of _____ or received from a third party, unless the combination itself and its principle of operation are in the public domain, in the possession of _____ or received from a third party. Information shown to fall within the foregoing exceptions shall not be identified by _____ to any third party as information which is used by or considered proprietary by Ashland.

3. No right or license, express or implied, under any patent, patent application, technical information or other intellectual property of Ashland is granted herein.
4. _____ shall return to Ashland upon demand any and all written documents entrusted to _____ by Ashland hereunder as well as all copies and duplicates thereof.

5. In the event _____ uses Confidential Information for any purpose not permitted by this Agreement, then _____ agrees that any information or benefits derived by said non-permitted use shall be owned by Ashland hereunder, and _____ agrees to assign to Ashland any and all rights thereto and to execute any documents helpful or necessary to document such assignment and/or ownership.

6. All obligations under this Agreement shall terminate ten (10) years from either (a) the Effective Date or (b) the date of last disclosure, whichever date last occurs.

7. _____ shall adhere to the U.S. Export Administration Laws and Regulations and shall not export re-export any technical data or products received from Ashland or the direct product of such technical data to any proscribed country listed in the U.S. Export Administration Laws and Regulations unless properly authorized by the US, Government.

8. This Agreement shall be governed by the laws of the State of Ohio.

9. Ashland shall have the right to assign this Agreement without the consent of _____. Any such assignment shall not relieve _____ of any of the obligations hereunder.

10. This Agreement represents the complete and entire Agreement between the parties hereto related to the subject matter hereof.

Accepted and Agreed to by:

ASHLAND INC.

By: _____

Name: _____

Title: _____

Accepted and Agreed to by:

By: _____

Name: _____

Title: _____