

NATIONAL PNEUMATIC COMPANY

with

(31)

MITSUBISHI DENKI KABUSHIKI KAISHA, (MITSUBISHI
ELECTRICAL ENGINEERING CO. LTD.AGREEMENT.

The annexed copy of agreement is hereby identified by the signature of Mr. Harold Rowntree and by the signature of Mr. Frank Johnson, Secretary of National Pneumatic Company, all pursuant to resolution adopted by the Board of Directors of National Pneumatic Company, on the 14th day of May, 1925.

Dated May 15th, 1925.

(Signed). Frank Johnson.

Secretary of National
Pneumatic Company.

NATIONAL PNEUMATIC COMPANY.

COPY OF THE RESOLUTION ADOPTED AT
BOARD MEETING HELD MAY 14, 1925.

RESOLVED, that L. J. Musser, attorney for this company be and he hereby is authorized and empowered by this Board of Directors, in the name and on behalf of this company, to negotiate, enter into, and execute an agreement or contract for the manufacture and sale of power operated door controlling apparatus and parts thereof within Japan and Japanese controlled territory, with the Mitsubishi Electrical Engineering Company, a corporation organized and existing under the laws of Japan, in accordance with the draft as per copy of agreement attached, identified by the signature of Mr. H. Rowntree, and by the signature of Mr. Frank Johnson, Secretary of this company, and identified with the records of this Board.

I, FRANK JOHNSON, Secretary of NATIONAL PNEUMATIC COMPANY, HEREBY CERTIFY that I am the duly elected, qualified and acting Secretary of said company and in charge of the records of the meetings of its Board of Directors; that the foregoing is a true and complete extract from the minutes of a duly convened meeting of the Board of Directors of said company held on the 14th May, 1925 at which a quorum of the Board was present and voted in favour thereof.

IN WITNESS WHEREOF, I have hereunto set my hand and affixed the seal of the company, this 15th day of May, 1925.

(signed) Frank Johnson.

Secretary of
National Pneumatic Company

{ National Pneumatic Company
{ West Virginia.
{ Corporate seal.

EMPIRE OF JAPAN)
CITY OF TOKYO)
CONSULATE GENERAL OF)
THE UNITED STATES OF)
AMERICA.)

I hereby certify that on this 25th day of June. in the year of our Lord 1925, before me, the subscriber, Consul of the United States of America, at Tokyo, Japan, personally appeared L. J. Musser and Hideo Takeda, the attorneys named in the foregoing agreement and by virtue and in pursuance of the authority therein conferred upon them, respectively acknowledged the said agreement to be the act of the NATIONAL PNEUMATIC CO., and the MITSUBISHI DENKI KABUSHIKI KAISHA.

IN WITNESS WHEREOF, I have hereunto set my hand and official seal the day and year last above written.

(signed). J. W. Ballantine
Consul of the United States
of America at Tokyo, Japan.

This agreement made the 25th day of June, 1925, between the NATIONAL PNEUMATIC COMPANY, a corporation organized and existing under the laws of the State of West Virginia, in the United States of America, having its head office at Rahway, New Jersey (hereinafter referred to as the "Technical Advisor" of the one part, and MITSUBISHI DENKI KABUSHIKI KAISHA, (MITSUBISHI ELECTRICAL ENGINEERING CO., LTD,) a corporation existing under the laws of Japan (hereinafter referred to as the "Japanese Company") of the other part:

w i t n e s s e t h +:

¹/₄ WHEREAS, the Technical Advisor, by reason of certain patents, manufacturing processes, specifications, extensive engineering and commercial facilities, good will, etc. is in a position to render substantial assistance to the Japanese Company in connection with the manufacture and sale of power operated door controlling apparatus and parts thereof; and

WHEREAS, the Japanese Company by reason of its facilities for manufacturing power operated door controlling apparatus and parts thereof is desirous of acquiring the right to manufacture and sell such power operated door controlling apparatus and parts thereof under the patents, and of securing the benefits and advantages to be derived from the manufacturing processes, technical information, assistance, and good will of the Technical Advisor; and

WHEREAS, L. J. MUSSER, Attorney for the National Pneumatic Company, having been duly authorized by said Company to sign this agreement on its behalf; and

WHEREAS, HIDEO TAKEDA, Chairman of the Board of

Directors of the Mitsubishi Denki Kabushiki Kaisha has been duly authorized by the Japanese Company, to sign this agreement on its behalf; and

WHEREAS, all things necessary to make the agreement when executed the valid, binding and legal obligation of the Technical Advisor and the Japanese Company, respectively, for the enforcement of the performance and observance of the covenants and stipulations in this agreement set forth have been done and performed each on its own behalf by the Technical Advisor and the Japanese Company, respectively, and the execution and delivery of this agreement has in all respects been duly authorized:

NOW THEREFORE, in consideration of the permises and of the mutual promises and covenants herein contained it is agreed;

Section One. This agreement relates to power operated door controlling apparatus and parts thereof, in the manufacture of which the Technical Advisor is engaged,

Section Two. The Technical Advisor, during the term of this agreement, will so far as it lawfully may, communicate to the Japanese Company upon request, all the technical and manufacturing data and information which shall, from time to time be acquired or be in the possession of the Technical Advisor, and which may be necessary for the manufacturing operations of the Japanese Company in connection with the apparatus coming within the scope of this agreement. It is the intent that the Japanese Company shall only be entitled to demand and receive from the Technical Advisor, technical and manufacturing data and information relating solely to power, operated door controlling apparatus and parts

thereof, the manufacture of which the Japanese Company is now actually engaged in or intends to begin forthwith after the receipt of such data or information.

Whenever the Japanese Company forces a requirement to proceed with the manufacture of any apparatus falling within the scope of this agreement, and wishes to make preparation so that it may proceed with the manufacture, (when and as such demand arises and the Technical Advisor is satisfied that the Japanese Company is in a position successfully to undertake such manufacture) the Technical Advisor undertakes to communicate to the Japanese Company all the technical and manufacturing data and information necessary for such manufacture, in anticipation of and preparatory to the actual manufacture by the Japanese Company.

The Technical Advisor assumes no responsibility in connection with such power operated door controlling apparatus and parts thereof as may be manufactured by the Japanese company under the technical and manufacturing data and information furnished by the Technical Advisor.

The Technical Advisor undertakes to give to the Japanese Company, in accordance with the terms and provisions of this agreement, designs, specifications and other manufacturing information in accordance with what is communicated by it to its own manufacturing plants, and to give reasonable assistance to the Japanese Company to manufacture apparatus therefrom.

The Japanese Company shall pay to the Technical Advisor the cost to the Technical Advisor of the preparation of all documents containing any technical and manufacturing data and information communicated as aforesaid, provided that any special or new designs of information requiring engineer-

ing development which may be communicated by the Technical Advisor to the Japanese Company are to be paid for by the Japanese Company at the cost to the Technical Advisor, plus the percent. (10%) of such cost. "Engineering Development" as herein used, means supplying to the Japanese Company such manufacturing or other engineering information as is not available in the records of the Technical Advisor but which must be especially prepared at the request of the Japanese Company, and also means development carried out by the Technical Advisor upon such request and the furnishing of experts in connection with such manufacturing development, by the Technical Advisor to the Japanese Company.

The Technical Advisor will permit one representative of the Japanese Company to be in attendance at its plant in order to study there the methods of manufacture in respect of which the Japanese Company shall be entitled to technical and manufacturing data and information.

The Technical Advisor will also permit from time to time the attendance at its works of special representatives sent by the Japanese Company in respect of specific matters, whose visits shall be limited to the time required to secure the special information necessary. The Technical Advisor reserves the right to determine the number of special representatives that are to be sent to the works of the Technical Advisor.

The Japanese Company in respect to the representative sent to secure information and to study in the works of the Technical Advisor will send only such representatives as are proficient in the English language.

The Japanese Company shall not communicate to any

third party without the consent of the Technical Advisor first had and obtained in writing any technical or manufacturing data or any information given to or obtained by the Japanese Company, as aforesaid.

Section Three. The Technical Advisor, so far as it lawfully may, grants and agrees to grant to the Japanese Company, subject to the provisions of this agreement, an exclusive license to manufacture in the Empire of Japan, its colonies and dependencies, and not elsewhere, and to manufacture and sell in the Empire of Japan, its colonies and dependencies, and not elsewhere, apparatus so manufactured by it under any and all existing patents of the Empire of Japan, its colonies and dependencies, which the Technical Advisor now owns or is entitled to, and any and all patents taken out or acquired by the Technical Advisor, or to which they may become entitled during the term of this agreement. The rights and licenses granted or to be granted under the provisions of this section are not to be assigned nor are sub-licenses to be granted in respect thereof without the consent of the Technical Advisor first had and obtained in writing.

Section Four. The Japanese Company will not, at any time, sell or supply any apparatus coming within the scope of this agreement made partly or wholly under information, specifications or drawings obtained from the Technical Advisor, except to persons, firms or companies carrying on business in the Empire of Japan, its colonies and dependencies, and to Government or Municipal bodies within the said territory, and only for the purpose of being used or worked therein.

Section Five. The Technical Advisor will, during the term of this agreement, apply for and maintain patents

in Japan on such inventions as the Technical Advisor may be entitled to when, in the opinion of the Technical Advisor, such inventions are of sufficient importance to be covered by patents and maintained for the protection of the rights of the Technical Advisor and the interests of the Japanese Company under the Agreement.

Section Six. In consideration of the rights and licenses herein granted to it, and without further consideration from the Technical Advisor, the Japanese Company, will, following the signing of this agreement, pay to the Technical Advisor an amount in American money equal to ten per cent. (10%) of the selling price, F.O.B. factory, of all power operated door controlling apparatus and parts thereof manufactured and sold by the Japanese Company, payment to be made to the Technical Advisor at its principal office at Rahway, New Jersey, and in semi-annual instalments, and on or before the thirtieth day of July and January of each year from the date of this agreement. The Japanese Company agrees to establish a special set of books to record orders and shipments of power operated door controlling apparatus and to render to the Technical Advisor semi-annual statements during the months of May and November of each year, setting forth the sales of power operated door controlling apparatus and parts thereof during the preceding six months, and further agrees that the books of account shall be open to inspection by a duly accredited representative of the Technical Advisor at reasonable and proper intervals.

Section Seven. The Japanese Company agrees that unless the consent in writing of the Technical Advisor is first obtained, it will not make any use of the name "National

Pneumatic Company" nor will it make any use of the trademarks, tradenames or monograms of the Technical Advisor, or any imitation thereof, during the term of this Agreement, except subject to the approval of the Technical Advisor as to the form in which the same shall be done, that the power operated door controlling apparatus and parts thereof, the subject of this agreement, are made by it under license from and in accordance with the designs and technical information furnished by the Technical Advisor, and the Japanese Company will, upon the request of the Technical Advisor, further affix to all such apparatus or material suitable notices satisfactory to the Technical Advisor, to indicate the fact of the licenses and respective patents involved.

Section Eight. The Japanese Company undertakes that it will not, after the execution of this agreement, make agreements with other manufactures to manufacture power operated door controlling apparatus or parts thereof coming within the scope of this agreement, of such other manufacturers' types or designs other than the Japanese Company's own or that of the Technical Advisor.

Section Nine. Subject to prior termination of this agreement by mutual consent, this agreement shall remain in force for ten (10) years from the date hereof, and from year to year thereafter until terminated by not less than six months' notice in writing given by either party to the other, such notice to be delivered six months prior to June 25th, 1925, or on June 25th of any subsequent year; neither this agreement nor any rights thereunder can be assigned or transferred by either party to a third party without the express consent of the other party first had and obtained

in writing.

Section Ten. All notices provided for in this agreement shall be in writing and may be given by personal delivery or registered mail, addressed to the Technical Advisor at Rahway, State of New Jersey, United States of America, and by personal delivery or registered mail, addressed to the Japanese Company at No. 1 Ichome, Yaesucho, Kojimachi-ku, Tokyo, Japan.

Section Eleven. Wherever in this agreement the term: "Empire of Japan, its colonies and dependencies" is used, it shall be understood to mean Japan proper, including Hokkaido, Kyushu, Shikoku, the Loochoo Islands, as well as Formosa, Saghalien, Korea and the Railway Zone ceded to Japan by China under the Convention relating to the South Manchuria Railway.

Section Twelve. If any question shall arise concerning the construction or performance of any part of this agreement or any matter connected with same, such question shall take place in Tokyo, Japan, if the request for arbitration arises with the Technical Advisor such arbitration shall take place in Tokyo, Japan, if the request for arbitration arises with the Japanese Company such arbitration shall take place in Rahway, New Jersey. Each party shall appoint an arbitrator, and if either party shall fail to appoint its arbitrator within thirty (30) days after notice in writing so to do from the party desiring the arbitration, then if such failure is on the part of the Technical Advisor, the Japanese Company shall request the President of the Chamber of Commerce of Jersey City, New Jersey, to appoint the second arbitrator to represent the Technical Advisor, and if such failure is on the part of the Japanese Company the Technical

Advisor shall request the President of the Chamber of Commerce.

AGREEMENT

This Agreement made this 31st day of August, 1936.

Between

NATIONAL PNEUMATIC COMPANY, a corporation organized and existing under the laws of the State of West Virginia, in the United States of America, having its head office at Rahway, N. J. (hereinafter referred to as the Technical Advisor) of the one part,

And MITSUBISHI DENKI KABUSHIKI KAISHA (Mitsubishi Electrical Engineering Co. L.T.D.) a corporation existing under the laws of Japan, (hereinafter referred to as the Japanese Company) of the other part,

WITNESSETH:

Said parties in consideration of the promises, covenants and conditions herein contained made by them respectively, hereby mutually agree as follows:

1- The purpose of this Agreement is to amend in some respects and to supplement in others, and, as thus changed, to continue the existence of, an agreement heretofore made between the parties hereto dated June 25, 1925. All provisions of said prior agreement, which are inconsistent herewith, are hereby revoked. All other provisions of said prior agreement, as amended and supplemented hereby, are hereby ratified and confirmed.

2- Said June 25, 1925 agreement, as amended and supplemented by this Agreement, shall remain in full force and effect for a period of 10 (ten) calendar years, commencing June 25, 1935 and ending June 24, 1945; provided, however, that either party may terminate this Agreement on June 25, 1940, or on the 25th day of any January or June thereafter, by giving to the other party hereto not less than six (6) months prior written notice of the desire to terminate.

3- Said agreement dated June 25, 1925, as amended and supplemented hereby, shall apply not only to the power-operated door controlling apparatus and parts thereof, mentioned in said June 25, 1925 agreement, but also to such other products as may from time to time be mutually agreed upon and identified by the parties hereto in writing. All such apparatus and parts thereof and other products are hereinafter referred to as "such products".

4- The territory within which the Japanese Company shall have the exclusive right to manufacture and sell such products, and within which such products must be used and worked, shall include the Empire of Japan, its colonies and dependencies, and also all other territory in the Orient, except the Philippine Islands and any territory owned or controlled by any of the European nations.

5- The Japanese Company has represented that it has met with very active competition in the sale of such products, which has and may hereafter necessitate its selling such products at reduced prices, with a consequent lowering of its margin of profit. The Technical Advisor having full faith and confidence in the judgment and integrity of the Japanese Company with respect to the necessity for meeting said competition by reduced selling prices of such products, and as an inducement to the Japanese Company to maintain as large a sales volume as possible, agrees to cooperate with the Japanese Company in meeting said competition, by accepting, whenever necessity therefor exists, the commission mentioned in section (6) of said June 25, 1925 agreement at such lower rate than 10% as may be reasonable under the circumstances which may exist from time to time.

6- The persons who have executed this agreement on behalf of the parties hereto, have been duly authorized

for that purpose, as appears by copies of the resolutions of the Boards of Directors of said respective Companies, attached hereto.

IN WITNESS WHEREOF the parties hereto have caused these presents to be executed, the day and year first above written.

NATIONAL PNEUMATIC COMPANY
BY

Attest:

Secretary

President

MITSUBISHI DENKI KABUSHIKI KAISHA
BY

NATIONAL PNEUMATIC COMPANY RESOLUTION

RESOLVED, That Paris R. Forman, President of this corporation be, and he is hereby authorized and empowered in the name and on behalf of this corporation, to negotiate, enter into and execute a supplemental agreement or contract with Mitsubishi Denki Kabushiki Kaisha (Mitsubishi Electrical Engineering Co. L.T.D.) for the manufacture and sale of power-operated door controlling apparatus and parts thereof and other products, which said agreement shall contain the same or substantially the same covenants and conditions as are included in the draft of agreement presented to this Board on this date, a copy of which the Secretary is hereby directed to retain; and

BE IT FURTHER RESOLVED that Duncan A. Talbot, the Secretary of this corporation, be and he is hereby authorized and directed to affix this corporation's seal to such agreement as may be signed by said president by virtue of the authority contained in the foregoing resolution, and to attest the signature of said president on said contract.

I, DUNCAN A. TALBOT, Secretary of National Pneumatic Company, hereby certify that I am the duly elected, qualified and acting Secretary of said corporation and in charge of the records of the meetings of its Board of Directors; that the foregoing is a true and complete extract from the minutes of a duly convened meeting of the Board of Directors of said corporation held on the 13th day of August, 1936 at which a quorum of the Board was present and voted in favor thereof.

IN WITNESS WHEREOF, I have hereinto set my hand and affixed the seal of the Corporation, this 31st day of August 1936.

Secretary of National
Pneumatic Company

THIS AGREEMENT made the 28th day of November 1934
between THE WESTINGHOUSE AIR BRAKE COMPANY, a corporation
organized and existing under the laws of the State of Pennsylv-
32 vania, in the United States of America, having its head office
at Wilmerding, Pennsylvania, (hereinafter referred to as the
"Technical Advisor"), of the one part, and MITSUBISHI DENKI
KABUSHIKI KAISHA? (MITSUBISHI ELECTRICAL ENGINEERING CO., LTD.)
a corporation existing under the laws of Japan (hereinafter re-
ferred to as the "Japanese Company"), of the other part,

W I T N E S S E T H :

WHEREAS, The Technical Advisor, by reason of certain
patents, manufacturing processes, specifications, extensive
engineering and commercial facilities, good will, etc. is in
a position to render substantial assistance to the Japanese
Company in connection with the manufacture and sale of brake
apparatus and parts, thereof, and

WHEREAS, The Japanese Company, by reason of its
facilities for manufacturing brake apparatus and parts thereof
is desirous of acquiring the right to manufacture and sell such
brake apparatus and parts thereof under the patents, and of
securing the benefits and advantages to be derived from the
manufacturing processes, technical information, assistance, and
good will of the Technical Advisor, and

WHEREAS, S. G. DOWN, Vice President of The Westinghouse
Air Brake Company, having been duly authorized by said Company
to sign this agreement on its behalf, and

WHEREAS, G. Kawai, Managing Director
of the Mitsubishi Denki Kabushiki Kaisha has been
duly authorized by the Japanese Company, to sign this agreement
on its behalf, and

WHEREAS, all things necessary to make the agreement when executed the valid, binding and legal obligation at the Technical Advisor and the Japanese Company, respectively, for the enforcement of the performance and observance of the covenants and stipulations in this agreement set forth have been done and performed each on its own behalf by the Technical Advisor and the Japanese Company, respectively, and the execution and delivery of this agreement has in all respects been duly authorized.

NOW, THEREFORE, in consideration of the promises and of the mutual promises and covenants herein contained, it is agreed:

Section One. This agreement relates to brake apparatus and parts thereof, in the manufacture of which the Technical Advisor is engaged.

Section Two. The Technical Advisor, during the term of this agreement, will, so far as it lawfully may, communicate to the Japanese Company upon request all the technical and manufacturing data and information which shall, from time to time be acquired or be in the possession of the Technical Advisor, and which may be necessary for the manufacturing operations of the Japanese Company shall only be entitled to demand and receive from the Technical Advisor technical and manufacturing data and information relating solely to brake apparatus, the manufacture of which the Japanese Company is now actually engaged in or intends to begin forthwith after the receipt of such data or information.

Whenever the Japanese Company foresees a requirement to proceed with the manufacture of any apparatus falling within the scope of this agreement, and wishes to make preparation so that it may proceed with the manufacture, (when and as such

demand arises and the Technical Advisor is satisfied that the Japanese Company is in a position successfully to undertake such manufacture) the Technical Advisor undertakes to communicate to the Japanese Company all the technical and manufacturing data and information necessary for such manufacture, in anticipation of and preparatory to the actual manufacture by the Japanese Company.

The Technical Advisor assumes no responsibility in connection with such brake apparatus and parts thereof as may be manufactured by the Japanese Company under the technical and manufacturing data and information furnished by the Technical Advisor.

The Technical Advisor undertakes to give to the Japanese Company, in accordance with the terms and provisions of this agreement, designs, specifications and other manufacturing information in accordance with what is communicated by it to its own manufacturing plants, and to give reasonable assistance to the Japanese Company to manufacture apparatus therefrom.

The Japanese Company shall pay to the Technical Advisor the cost to the Technical Advisor of the preparation of all documents containing any technical and manufacturing data and information communicated as aforesaid, provided that any special or new designs or information requiring engineering development which may be communicated by the Technical Advisor to the Japanese Company are to be paid for by the Japanese Company at the cost to the Technical Advisor, plus ten per cent (10%) of such cost. "Engineering development", as herein used, means supplying to the Japanese Company such manufacturing or other engineering information as is not available in the records

of the Technical Advisor but which must be specially prepared at the request of the Japanese Company, and also means development carried out by the Technical Advisor upon such request and the furnishing of experts in connection with such manufacturing development, by the Technical Advisor to the Japanese Company.

The Technical Advisor will permit one representative of the Japanese Company to be in attendance at its plant in order to study there the methods of manufacture in respect of which the Japanese Company shall be entitled to technical and manufacturing data and information.

The Technical Advisor will also permit from time to time the attendance at its works of special representatives sent by the Japanese Company in respect of specific matters, whose visits shall be limited to the time required to secure the special information necessary. The Technical Advisor reserves the right to determine the number of special representatives that are to be sent to the works of the Technical Advisor.

The Japanese Company in respect to the representative sent to secure information and to study in the work of the Technical Advisor will send only such representatives as are proficient in the English language.

The Japanese Company shall not communicate to any third party without the consent of the Technical Advisor first had and obtained in writing any technical or manufacturing data or any information given to or obtained by the Japanese Company, as aforesaid.

Section Three. The Technical Advisor, so far as it lawfully may, grants and agrees to grant to the Japanese Company subject to the provisions of this agreement, a license to manufacture in the Empire of Japan, its colonies and dependencies, the State of Manchukuo, and not elsewhere, and to manufacture

and sell in the Empire of Japan, its colonies and dependencies, the State of Manchukuo, and not elsewhere, apparatus so manufactured by it under any and all existing patents of the Empire of Japan, its colonies and dependencies, and the State of Manchukuo, which the Technical Advisor now owns or is entitled to, and any and all patents takes out or acquired by the Technical Advisor, or to which they may become entitled during the term of this agreement. The rights and licenses granted or to be granted under the provisions of this section are not to be assigned nor are sub-licenses to be granted in respect thereof without the consent of the Technical Advisor first had and obtained in writing.

The license granted by this section is exclusive except for the following reservations:-

- (A) To the right to the Technical Advisor to grant license to manufacture, use and sell, the apparatus referred to in this agreement to the Kabushiki Kaisha Kobe Seikoshu, or to its successor (or to such company whose capital stock is wholly owned or substantially owned by the Kabushiki Kaisha Kobe Seikoshu).

It is understood that the license, referred to in section A will be granted to but one of the company mentioned, at any one time.

- (B) Upon request the Technical Advisor may sell to the Japanese Company or to the Kabushiki Kaisha Kobe Seikoshu for use in the Territories herein ceded to the Japanese Company, any and all apparatus coming within the scope of this agreement.

The following exception is recognized even when no request is made for such apparatus by the Japanese Company.

When Westinghouse American made goods are demanded by the purchase; however the Technical Advisor agrees to inform the Japanese Company of such request.

Section Four. The Technical Advisor will to the

extent to which the state of its engineering personal permits, and having due regard to the requirements of its own business, when from time to time requested by the Japanese Company, send to Japan and keep stationed with the latter, fully qualified engineers whose services may be needed by the Japanese Company to assist it in the manufacture of apparatus falling within the scope of this agreement. In such cases travelling expenses and allowances, as well as the salaries of such engineers shall be paid by the Japanese Company.

Section Five. The Japanese Company will not at any time sell or supply any apparatus coming within the scope of this agreement made partly or wholly under information, specifications or drawings obtained from the Technical Advisor, except to persons, firms or companies carrying on business in the Empire of Japan, its colonies and dependencies, and the State of Manchukuo, and to Government or Municipal bodies within the said territory, and only for the purpose of being used or worked therein.

Section Six. The Japanese Company and the Nippon Air Brake Company will during the terms of this agreement, jointly assume the expenses involved in the maintenance of existing Patents and Utility Models in Japan of the Technical Advisor including taxes and renewal fees, and the expenses involved in the filing of patent applications and Utility Models in Japan in the name of the Technical Advisor and the maintenance of any Patents and Utility Models which may be issued thereon: it being understood, however, that the Japanese Company and the Nippon Air Brake Company reserve the right to determine what existing Patents and Utility Models of the Technical Advisor shall be maintained

in force and to determine what patent applications and Utility Models of the Technical Advisor shall hereafter be filed on in Japan and the State of Manchukuo: it is further understood that in the event the Japanese Company and the Nippon Air Brake Company Advise the Technical Advisor that they do not wish to maintain designated Patents, or utility Models in force and do not deem it advisable to file patent applications and Utility Models in Japan on Patent applications and Utility Models hereafter submitted by the Technical Advisor during the term of this agreement then the Technical Advisor reserves the right to itself maintain in force at its own expense such Patents and Utility Models, and to file at its own expense applications for Patents and Utility Models; it being understood that such patents as are maintained by the Technical Advisor do not fall within the scope of this agreement, and therefore should the Japanese Company and the Nippon Air Brake Company desire to employ same at a later date, this may be arranged for by subsequent agreement between the parties.

Section Seven. In consideration of the rights and licenses herein granted to it, and without further consideration from the Technical Advisor, the Japanese Company will, during the term of this agreement remunerate the Technical Advisor as follows:

- (A) No commissions shall be paid by the Japanese company on Air brake material supplied to the Imperial Government Railways of Japan, Taiwan Government Railways, and to Chosen Government Railways, except on such items as are covered by Patents, Patent applications, or Utility Models of the Technical Advisor.
- (B) On Air Brake material sold to the Imperial Government Railways, Taiwan Government Railways, or Chosen

Government Railways, wherein the material is covered by Patents, Patent Applications or Utility Models of the Technical Advisor, the Japanese Company will pay to the Technical Advisor an amount in American money equal to seven and one-half (7½%) per cent of the selling price, F. O. B. factory.

(c) On all Air Brake material sold to others than those mentioned in A and B above, the Japanese Company will pay to the Technical Advisor in American money an amount equal to five (5%) per cent of the selling price F. O. B. Factory.

Payment of the above amounts to be made to the Technical Advisor at its principal office at Wilmerding, Pennsylvania, and in semi-annual installments, and on or before the thirtieth day of July and January of each year from the date of this agreement.

Section Eight. The Japanese company agrees, that unless the consent in writing of the Technical Advisor is first obtained, it will not make any use of the name "Westinghouse" nor will it make any use of the trademarks, tradenames or monograms of the Technical Advisor, or any imitation thereof, during the term of this agreement, or thereafter, either as a part of its corporate or firm name or otherwise, except that the Japanese Company may state, during the continuance of this agreement, subject to the approval of the Technical Advisor as to the form in which the same shall be done, that the brake apparatus and parts thereof, the subject of this agreement, are made by it under license from and in accordance with the designs and technical information furnished by the Technical Advisor, and the Japanese Company will, upon the request of the Technical Advisor,

further affix to all such brake apparatus or material suitable notice satisfactory to the Technical Advisor, to indicate the fact of such licenses and the respective patents involved.

Section Nine. The Japanese Company undertakes that it will not after the execution of this agreement, make agreements with other manufacturers to manufacture brake apparatus or parts thereof coming within the scope of this agreement, of such other manufacturers' types or designs other than the Japanese Company's own or that of the Technical Advisor: nor will the Japanese Company seek the advice or endeavor to obtain manufacturing or other engineering information from any other manufacturer in regard to the apparatus falling within the scope of this agreement, or in regard to the execution of orders of certain specific types or designs placed with the Japanese Company by the Japanese Government.

Section Ten. Subject to prior termination of this agreement by mutual consent, this agreement shall be effective September fifth, 1934, and shall remain in force for ten (10) years from September fifth, 1934, and from year to year thereafter until terminated by not less than six months' notice in writing given by either party to the other, such notice to be delivered six months prior to September fifth, 1944, or six months prior to September fifth of any subsequent year, neither this agreement nor any rights thereunder can be assigned or transferred by either party to a third party without the express consent of the other party first had and obtained in writing.

Section Eleven. It is understood and agreed that the Technical Advisor will not communicate to the Japanese Company any information as to the processes which may be the property of the United States Government: or processes or patents in

regard to which the United States Government has placed injunction on the right to communicate to others: or processes or patents acquired without the rights of communication thereof.

Section Twelve. All notices provided for in this agreement shall be in writing and may be given by personal delivery or registered mail addressed to the Technical Advisor at Wilmerding, State of Pennsylvania, United States of America and by personal delivery or registered mail addressed to the Japanese Company at No. 4 Nichome, Marunouchi, Kojimachi-ku, Tokyo, Japan.

Section Thirteen. Wherever in this agreement the terms: "Empire of Japan, its colonies and dependencies" is used, it shall be understood to mean Japan proper, including Hokkaido, Kyushu, Shikoku, the Loochoo Islands, as well as Formosa, Saghalien, Korea and the Railway Zone ceded to Japan by China under the Convention relating to the South Manchuria Railway.

Section Fourteen. If any question shall arise concerning the construction or performance of any part of this agreement or any matter connected with same, such question shall be decided by arbitration. If the request for arbitration arises with the Technical Advisor such arbitration shall take place in Tokyo, Japan, if the request for arbitration arises with the Japanese Company such arbitration shall take place in Pittsburgh, Pennsylvania. Each party shall appoint an arbitrator, and if either party shall fail to appoint its arbitrator within thirty (30) days after notice in writing so to do from the party desiring the arbitration, then if such failure is on the part of the Technical Advisor, the Japanese Company shall request the President of the Chamber of Commerce of Pittsburgh, Pennsylvania, to appoint the second arbitrator to represent the Technical Advisor, and if such failure is on the part

of the Japanese Company, the Technical Advisor shall request the President of the Chamber of Commerce of Tokyo to appoint the second arbitrator to represent the Japanese Company. In the event of failure or refusal of the President of the Chamber of Commerce of Pittsburgh, Pennsylvania, or of the President of the Chamber of Commerce of Tokyo as the case may be, to name such second arbitrator within thirty (30) days after receipt of a request so to do, the first arbitrator selected may select the second arbitrator. The two arbitrators selected as aforesaid, shall within sixty (60) days designate a third arbitrator of umpire.

The three arbitrators shall within two months after the selection of the third arbitrator or umpire, as herein provided, meet and hear the matters submitted to them and shall give each party reasonable notice of the time and place of such meeting. After hearing both parties and taking such testimony or making such investigation as they may deem necessary, they shall within six (6) months after their first meeting make their award in writing upon the questions so submitted to them, including the division of the expenses of the arbitration, and shall serve a copy of such award upon each party. The award of a majority of such arbitrators shall be final and binding upon both parties and each shall promptly conform thereto.

Section Fifteen. The interpretation, the effect of this agreement and all rights and obligations arising thereunder shall be governed by the laws of that state or country, which by the principles enunciated in decisions of the Court of Appeals of the State of Pennsylvania is the law applicable thereto, and in the event that according to the principles contained in the foregoing decisions the law of Japan is the proper law governing any question

President of the Chamber of Commerce of Tokyo to appoint

at issue but according to the principles of the law of Japan, the law of Japan in its turn hold that the question at issue is governed by the law of the State of Pennsylvania or any law other than that of Japan, then the law of the State of Pennsylvania shall govern.

IN WITNESS WHEREOF, the parties hereto have caused these presents to be executed on behalf of Mitsubishi Denki Kabushiki Kaisha in the City of Tokyo, Japan, this 28th day of November 1934.

mitsubishi denki kabushiki kaisha

By _____

and on behalf of the Westinghouse Air Brake Company, in the Borough of Walmerding, Pennsylvania, U.S.A., this 4th day of January, 1935.

WESTINGHOUSE AIR BRAKE COMPANY

By _____

THIS AGREEMENT MADE the fifth day of September 1924, between the WESTINGHOUSE AIR BRAKE COMPANY, a corporation organized and existing under the laws of the State of Pennsylvania, in the United States of America, having its head office at Wilmerding, Pennsylvania (hereinafter referred to as the "Technical Advisor"), of the one part, and MITSUBISHI DENKI KABUSHIKI KAISHA, (MITSUBISHI ELECTRICAL ENGINEERING CO. LTD.) a corporation existing under the laws of Japan (hereinafter referred to as the "Japanese Company") of the other part:

W I T N E S S E T H :

WHEREAS, the Technical Advisor, by reason of certain patents, manufacturing processes, specifications, extensive engineering and commercial facilities, good will, etc., is in a position to render substantial assistance to the Japanese Company in connection with the manufacture and sale of brake apparatus and parts, thereof, and

WHEREAS, the Japanese Company, by reason of its facilities for manufacturing brake apparatus and parts thereof is desirous of acquiring the right to manufacture and sell such brake apparatus and parts thereof under the patents, and good will of the Technical Advisor, and

WHEREAS, S. G. Down Vice President of the Westinghouse Air Brake Company, having been duly authorized by said Company to sign this agreement on its behalf, and

WHEREAS, HIDEO TAEDA, Chairman of the Board of Directors of the Mitsubishi Denki Kabushiki Kaisha has been duly authorized by the Japanese Company, to sign this agreement on its behalf, and

WHEREAS, all things necessary to make the agreement when executed the valid, binding and legal oblig-

ation of the Technical Advisor and the Japanese Company, respectively, for the enforcement of the performance and observance of the covenants and stipulations in this agreement set forth have been done and performed each on its own behalf by the Technical Advisor and the Japanese Company, respectively, and the execution and delivery of this agreement has in all respects been duly authorized.

NOW, THEREFORE, in consideration of the promises and of the mutual promises and covenants herein contained, it is agreed:

SECTION ONE. This agreement relates to brake apparatus and parts thereof, in the manufacture of which the Technical Advisor is engaged.

Section Two. The Technical Advisor, during the term of this agreement, will, so far as it lawfully way, communicate to the Japanese Company upon request all the technical and manufacturing data and information which shall, from time to time be acquired or be in the possession of the Technical Advisor, and which may be necessary for the manufacturing operations of the Japanese Company in connection with the apparatus coming within the scope of this agreement. It is the intent that the Japanese Company shall only be entitled to demand and receive from the Technical Advisor technical and manufacturing data and information relating solely to brake apparatus, the manufacture of which the Japanese Company is now actually engaged in or intends to begin forthwith after the receipt of such data or information.

Whenever the Japanese Company forceses a requirement to proceed with the manufacture of any apparatus falling within the scope of this agreement, and wishes to make preparation so that it may proceed with the manufacture, (when and as such demand arises and the Technical Advisor is

satisfied that the Japanese Company is in a position successfully to undertake such manufacture) the Technical Advisor undertakes to communicate to the Japanese Company all the technical and manufacturing data and information necessary for such manufacture, in anticipation of and preparatory to the actual manufacture by the Japanese Company.

The Technical Advisor assumes no responsibility in connection with such brake apparatus and parts thereof as may be manufactured by the Japanese Company under the technical and manufacturing data and information furnished by the Technical Advisor.

The Technical Advisor undertakes to give to the Japanese Company, in accordance with the terms and provisions of this agreement, designs, specifications and other manufacturing information in accordance with what is communicated by it to its own manufacturing plants, and to give reasonable assistance to the Japanese Company to manufacture apparatus therefrom.

The Japanese Company shall pay to the Technical Advisor the cost to the Technical Advisor of the preparation of all documents containing any technical and manufacturing data and information communicated as aforesaid, provided that any special or new designs or information requiring engineering development which may be communicated by the Technical Advisor to the Japanese Company are to be paid for by the Japanese Company at the cost to the Technical Advisor, plus ten percent (10%) of such cost. "Engineering Development", as herein used, means supplying to the Japanese Company such manufacturing or other engineering information as is not available in the records of the Technical Advisor but which

must be especially prepared at the request of the Japanese Company, and also means development carried out by the Technical Advisor upon such request and the furnishing of experts in connection with such manufacturing development, by the Technical Advisor to the Japanese Company.

The Technical Advisor will permit one representative of the Japanese Company to be in attendance at its plant in order to study there the methods of manufacture in respect of which the Japanese Company shall be entitled to technical and manufacturing data and information.

The Technical Advisor will also permit from time to time the attendance at its works of special representatives sent by the Japanese Company in respect of specific matters, whose visits shall be limited to the time required to secure the special information necessary. The Technical Advisor reserves the right to determine the number of special representatives that are to be sent to the works of the Technical Advisor.

The Japanese Company in respect of the representative sent to secure information and to study in the works of the Technical Advisor will send only such representative as are proficient in the English language.

The Japanese Company shall not communicate to any third party without the consent of the Technical Advisor first had and obtained in writing any technical or manufacturing data or any information given to or obtained by the Japanese Company as aforesaid.

Section Three. The Technical Advisor, so far as it lawfully may, grants and agrees to grant to the Japanese Company subject to the provisions of this agreement, a license to manufacture in the Empire of Japan, its colonies and

dependencies, and not elsewhere, and to manufacture and sell in the Empire of Japan, its colonies and dependencies, and not elsewhere, apparatus so manufactured by under any and all existing patents of the Empire of Japan, its colonies and dependencies, which the Technical Advisor now owns or is entitled to, and any and all patents taken out or acquired by the Technical Advisor, or to which they may become entitled during the term of this agreement, The rights and licenses granted or to be granted under the provisions of this section are not to be assigned nor are sub-licenses to be granted in respect thereof without the consent of the Technical Advisor first had and obtained in writing.

The license granted by this section is exclusive except for the following reservations:-

- (A) To the right to the Technical Advisor to grant a license to manufacture, use and sell, the apparatus referred to in this agreement to the Kabushiki Kaisha Kobe Seikosho, or to its successor (or to such company whose capital stock is wholly owned or substantially owned by the Kabushiki Kaisha Kobe Seikosho).

It is understood that the license, referred to in section A will be granted to but one of the company mentioned, at any one time.

- (B) Upon request the Technical Advisor may sell to the Japanese Company or to the Kabushiki Kaisha Kobe Seikosho for use in the territories herein ceded to the Japanese Company, any and all apparatus coming within the scope of this agreement.

The following exception is recognized even when no request is made for such apparatus by the Japanese Company.

When Westinghouse American made goods are demanded by the purchase; however the Technical Advisor agrees to inform the Japanese Company of such request.

Section Four. The Technical Advisor will to the

extent to which the state of its engineering personnel permits, and having due regard to the requirements of its own business, when from time to time requested by the Japanese Company, send to Japan and keep stationed with the latter, fully qualified engineers whose services may be needed by the Japanese Company to assist it in the manufacture of apparatus falling within the scope of this agreement. In such cases travelling expenses and allowances, as well as the salaries of such engineers shall be paid by the Japanese Company.

Section Five. The Japanese Company will not at any time sell or supply any apparatus coming within the scope of this agreement made partly or wholly under information, specifications or drawings obtained from the Technical Advisor; except to persons, firms or companies carrying on business in the Empire of Japan, its colonies and dependencies, and to Government or Municipal bodies within the said territory, and only for the purpose of being used or worked therein.

Section Six. The Technical Advisor will during the term of this agreement apply for and maintain patents in Japan on such inventions as the Technical Advisor may be entitled to when, in the opinion of the Technical Advisor, such inventions are of sufficient importance to be covered by patents for the protection of the rights of the Technical Advisor and the interests of the Japanese Company under this agreement.

SECTION SEVEN. In consideration of the rights and licenses herein granted to it, and without further consideration from the Technical Advisor, the Japanese company will, following the signing of this agreement, pay to the Technical Advisor an amount in American money equal to ten percent. (10%) of the selling price, F.O.B. factory, of all brake apparatus and parts manufactured and sold by the Japanese, Company, payment to be

made to the Technical Advisor at its principal office in Wilmerding, Pennsylvania, and in semi-annual installments, and on or before the thirtieth day of July and January of each year from the date of this agreement. The Japanese Company agrees to establish a special set of books to record brake orders and shipments and to render to the Technical Advisor semi-annual statements during the month of May and November of each year, setting forth the sales of brake apparatus and parts thereof during the proceeding six months, and further agrees that the books of account shall be open to inspection by a duly accredited representative of the Technical Advisor at reasonable and proper intervals.

Section Eight. The Japanese Company agrees, that unless the consent in writing of the Technical Advisor is first obtained, it will not make any use of the name "Westinghouse" nor will it make any use of the trademarks, radenames or monograms of the Technical Advisor, or any imitation thereof, during the term of this agreement, or thereafter, either as a part of its corporate or firm name, or otherwise, except the Japanese Company may state, during the continuance of this agreement, subject to the approval of the Technical Advisor as to the form in which the same shall be done, that the brake apparatus and parts thereof, the subject of this agreement, are made by it under license from and in accordance with the designs and technical information furnished by the Technical Advisor, and the Japanese Company will, upon the request of the Technical Advisor, further affix to all such brake apparatus or material suitable notices satisfactory to the Technical Advisor, to indicate the fact of such licenses and the respective patents involved.

Section Nine. The Japanese Company undertakes that it will not after the execution of this agreement, make agreements with other manufactures to manufacture brake apparatus

or parts thereof coming within the scope of this agreement, of such other manufacturers' types or designs other than the Japanese Company's own or that of the Technical Advisor, nor will the Japanese Company seek the advice or endeavour to obtain manufacturing or other engineering information from any other manufacturer in regard to the apparatus falling within the scope of this agreement or in regard to the execution of orders of certain specific types or designs placed with the Japanese Company by the Japanese Government.

Section Ten. Subject to prior termination of this agreement by mutual consent, this agreement shall remain in force for ten (10) years from the date hereof, and from year to year thereafter until terminated by not less than six months' notice in writing given by either party to the other such notice to be delivered six months prior to September fifth 1934, or on September fifth of any subsequent year, neither this agreement nor any rights thereunder can be assigned or transferred by either party to a third party without the express consent of the other party first had and obtained in writing.

Section Eleven. It is understood and agreed that the Technical Advisor will not communicate to the Japanese Company any information as to the processes which may be the property of the United States Government: or processes or patents in regard to which the United States Government has placed injunction on the right to communicate to others: or processes or patents acquired without the rights of communication thereof.

Section Twelve. All notices provided for in this agreement shall be in writing and may be given by personal delivery or registered mail addressed to the Technical Advisor at Wilmerding, State of Pennsylvania, United States of America

by personal delivery or registered mail addressed to the Japanese company at No. 1 Itchome, Yaesucho, Kojimachi-ku, Tokyo, Japan.

Section Thirteen. Wherever in this agreement the terms: "Empire of Japan, its colonies and dependencies" is used, it shall be understood to mean Japan proper, including Hokkaido, Kyushu, Shikoku, the Loochoo Islands, as well as Formosa, Saghalien, Korea and the Railway Zone ceded to Japan by China under the Covention relating to the South Manchuria Railway.

Section Fourteen. If any question shall arise concerning the construction or performance of any part of this agreement or any matter connected with same, such question shall be decided by arbitration. If the request for arbitration arises with the Technical Advisor such arbitration shall take place in Tokyo, Japan, if the request for arbitration arises with the Japanese Company such arbitration shall appoint an arbitrator, and if either party shall fail to appoint its arbitrator within thirty (30) days after notice in writing so to do from the party desiring the arbitration, then if such failure is on the part of the Technical Advisor, the Japanese Company shall request the President of the Chamber of Commerce of Pittsburgh, Pennsylvania, to appoint the second arbitrator to represent the Technical Advisor, and if such failure is on the part of the Japanese Company the Technical Advisor shall request the President of the Chamber of Commerce of Tokyo to appoint the second arbitrator to represent the Japanese Company. In the event of failure or refusal of the President of the Chamber of Commerce of Pittsburgh, Pennsylvania, or of the President of the Chamber of Commerce of Tokyo as the case may be, to same such

second arbitrator within thirty (30) days after receipt of a request so to do, the first arbitrator selected may select the second arbitrator. The two arbitrators selected as aforesaid, shall within sixty (60) days designate a third arbitrator or umpire.

The three arbitrators shall within two months after the selection of the third arbitrator or umpire, as herein provided, meet and hear the matters submitted to them and shall give each party reasonable notice of the time and place of such meeting. After hearing both parties and taking such testimony or making such investigation as they may deem necessary, they shall within six (6) months after their first meeting make their award in writing upon the question so submitted to them, including the division of the expenses of the arbitration, and shall serve a copy of such award upon each party. The award of a majority of such arbitrators shall be final and binding upon both parties and each shall promptly conform thereto.

Section Fifteen. The interpretation, the effect of this agreement and all rights and obligations arising thereunder shall be governed by the law of that state or country, which by the principles enunciated in decisions of the Court of Appeals of the State of Pennsylvania is the law applicable thereto, and in the event that according to the principles contained in the foregoing decisions the law of Japan is the proper law governing any question at issue but according to the principles of the law of Japan, the law of Japan in its turn holds that the question at issue is governed by the law of the State of Pennsylvania or any law other than that of Japan, then the law of the State of Pennsylvania shall govern.

IN WITNESS WHEREOF, the parties hereto have

cased these presents to be executed this fifth day of
September 1924, in the City of Tokyo, Japan.

WESTINGHOUSE AIR BRAKE COMPANY,

By _____
Vice-President

MITSUBISHI DENKI KABUSHIKI KAISHA

By _____
Chairman of the Board of Directors.

COPY

MEMORANDUM OF AGREEMENT entered into this Eighth day of October one thousand nine hundred and thirty

BETWEEN -

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ROBERT MACGREGOR AND MACGREGOR & KING LIMITED both of No.5 Lloyd's Avenue, London, England jointly and severally (hereinafter called the "Vendors") of the first part: AND MITSUBISHI ZOSEN KABUSHIKI KAISHA whose registered office is situated in the City of Tokyo, Japan (hereinafter called the "Purchasers") of the second part:

WHEREAS the Vendors are the exclusive owners severally and jointly of certain inventions and Letters Patents relating to Hatch Covers for ships in the United Kingdom of Great Britain and Northern Ireland and whereas the invention is 'inter alia' patented in the Empire of Japan under Patent No: 86,963 dated 31st May 1930.

AND WHEREAS the Vendors have agreed to sell and the Purchasers have agreed to acquire the Patent Rights on the said Hatch Cover:

NOW THIS AGREEMENT WITNESSETH:

Clause 1. The Vendors shall sell and the Purchasers shall purchase Japanese Letters Patent No: 86,963 dated 31st May 1930 relating to improvements in Hatch Covers for ships and all rights and privileges and advantages belonging thereto with the benefits of all improvements thereon as far as relate to the Empire of Japan its Colonies and Dependencies for the sum of TWO THOUSAND FIVE HUNDRED POUNDS STERLING (£2,500) payable on signing this contract.

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Clause 2. Immediately upon signing this agreement the Vendors will execute a proper assignment of the said Letters Patent in favour of the Purchasers, and furthermore proper assignments of all improvements in so far as they relate to the Empire of Japan will be made by the Vendors immediately such improvements are made or acquired by them whether they shall be patented or not.

Clause 3. The Purchasers shall pay all renewal fees to maintain the said Patent and on all Japanese Patents in respect of improvements on the invention disclosed in the said Japanese Patent and shall effectively work the inventions in compliance with the Japanese Patent Laws.

Should the Purchasers for any reason decide not to pay the renewal fees on the Patent or any future patents or to effectually work the invention, they undertake to give due notice to the Vendors of such intention, who will again enter into possession of such Patents and have power to dispose of it as they think fit.

Clause 4. In case of infringement of the Patent or Patents by other parties in the Empire of Japan the Purchasers are required to take all legal and other steps necessary to prevent such infringement without delay. The Vendors shall render such assistance as they are able in such case.

Clause 5. So long as the Letters Patent or Patents remains or remain in force in the Empire of Japan and are in the sole possession of the Purchasers, they undertake to pay the Vendors the sum of SIXPENCE (6d) per square foot royalty on all hatch covers manufactured and fitted by them in accordance with the said Letters Patent.

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Such royalty shall be paid twice per year to the Vendors within one month calculated from 1st June and 1st December, and shall comprise all hatch covers manufactured and fitted in the preceding six months.

Clause 6. Immediately on signing this agreement the Vendors under take to supply free of charge to the Purchasers all detail drawings and technical information to enable them to undertake the design, manufacture and fitting of the hatch covers, and also will so long as royalty is payable under the terms hereof prepare and make designs of any project which the Purchasers may require without any charge to the Purchasers.

Clause 7. All improvements and patents which the Vendors may make or acquire in connection with the hatch cover the subject of this agreement shall be communicated to and made available exclusively to the Purchasers immediately they are made or acquired, and the Vendors undertake to give practical training to the representatives of the Purchasers should this be found necessary or desirable at any time.

As WITNESS the hand and seal of Robert Macgregor and the Common Seal of Macgregor and King Limited and Mitsubishi Zosen Kabushiki Kaisha.

Signed sealed and delivered by)
the said Robert Macgregor in)
the presence of H.R. Atkinson)
57 The Grove)
Vauxhall, S.W.)
Clerk

Robert Macgregor.

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The Common Seal of Macgregor &)
King Limited was hereto)
affixed in the presence of)

Signature C.W. King, Director.

Robert Macgregor, Director.

The Common Seal of Mitsubishi)
Zosen Kabushiki Kaisha was)
hereunto affixed in the)
presence of K. Shiba)
Managing Director.

Signature

WITNESS:- K. Goko
Director.

THIS AGREEMENT made the first day of October
One Thousand Nine Hundred and Thirtyseven BY and BETWEEN SOCIETE
ANONYME ADOLPHE SAURER whose registered office is situate in Arbon
Switzerland (hereinafter called the "Licensors") of the one part and
MITSUBISHI JUKOGYO KABUSHIKI KAISHA whose registered office is situate
(36) in Tokyo Japan (hereinafter called the "Licensees") of the other part.

W H E R E A S the said Societe Anonyme Adolphe Saurer have
invented and are the owners of various details of construc-
tion and appliances relating to Internal Combustion Engines
on which they have secured patent protection in Japan as
mentioned hereinafter:

AND W H E R E A S the Licensees are desirous of taking advan-
tage of the said inventions as well as of the Licensors'
unpatented experience resulting from the Licensors' technical
development during many years and embodied in the Licensors'
present drawings and constructions and manufacture of Internal
Combustion Engines have agreed to accept and the Licensors
have agreed to grant the Licensees the rights hereinafter specified
upon the terms and subject to the covenants and conditions
hereinafter contained:

IT IS HEREBY MUTUALLY AGREED AS FOLLOWS:

Article 1.

The Licensors hereby grant to the Licensees a sole and
exclusive License and authority to manufacture anywhere in Japan its
Colonies and Protectorates and Territories under Mandate as well as
in the State of Manchoukuo (hereinafter referred to as the "Prescribed
Territories") all the Licensors' present and future types of Internal
Combustion Engines (hereinafter referred to as the "Engines") for the
equipment of

Road Vehicles for the transportation of people and reight

Rail Traction Vehicles

Marine purposes

Stationary and Semi-Stationary Plants

and in general for any and all applications of the

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Engines both for land and marine uses.

The use of the Engines on or for the equipment of air-planes or aerial machines of any description is not included.

The Licensors also grant to the Licensees the ^sole and exclusive selling rights in the Prescribed Territories on all the Engines with the exception for any and all applications of light motors that is of engines for the equipment of passenger vehicles (including taxi-cabs) up to eight seats not including the driver and for the equipment of light trucks up to 1½ tons paying load for which the selling rights hereby conferred are on a non-exclusive basis.

This License also includes exclusive manufacturing rights and exclusive selling rights in the Prescribed Territories on piece parts and spare parts for the Engines in question with the same exceptions as hereabove concerning the Engines.

Article 2.

The Licensors agree to place at the disposal of the Licensees all their present and future designs pertaining to the Engines together with all improvements and new developments whether those designs improvements and new developments are patented or not provided that such improvements and new developments are embodied in the Engines as commercially produced and sold by the Licensors.

Within three months after signing this Agreement the Licensors shall hand over to the Licensees at Licensors net cost either by post directly in Japan or through Licensees representatives in Europe indicated by them and at the Licensors' risk two sets (one copiable) of all shop drawings and further information pertaining to the manufacture of six types of engines of which commercial production is going on in the Licensors' Works at the date hereof. The sets of drawings will include the parts and assembly designs and the information will include the corresponding lists of material calculations operation sheets and drawings and all other necessary data information and advice so as to enable the Licensees to manufacture the Engines and parts thereof covered by this Agreement. The six types of Engines hereabove referred to will be specified by the Licensees on the signature of this Agreement and the drawings and information pertaining to the further types of Engines now manufactured by the Licensors will be handed

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over on the same terms on request from the Licensees within reasonable time after such request has been received.

During the continuance of this Agreement the Licensors will supply whenever so requested by the Licensees any drawings of Engines at the actual cost of blue prints.

The above undertakings by the Licensors do not refer to drawings of Engines or their component parts or elements which based upon patents of a third party and which the Licensors are not authorized to use in the prescribed Territories. In such cases the Licensors shall on request assist and advise the Licensees with a view to the Licensees' acquiring the rights to the use of such patents on the most favourable terms and conditions available.

Neither does the above undertaking refer to improvements or new designs or developments which being Government's property cannot be communicated to foreign countries.

Article 3.

The Licensors bind themselves to maintain in their shops during the continuance of this Agreement commercial production of Engines for the uses enumerated in Art. 1 hereof and to maintain furthermore a research department capable of developing the different designs included in this License Agreement and of creating new types in these fields.

All Improvements and new development made or acquired (except as stipulated in Art. 2 al. 4 and 3 hereof) by the Licensors in regard to the Engines shall be communicated (at the net cost of copies of drawings) to the Licensees without delay as stipulated in Art. 2 al. 1 hereof for the Licensees' use under this License together with adequate information necessary to enable the Licensees to put such improvements and new developments into practice forthwith.

The Licensors will submit to the Licensees every half-year on 1st July and 1st January during the continuance of this Agreement a report giving full information regarding the process and trend of their investigations experiments and developments on the Engines and parts covered by this Agreement.

The Licensees will inform the Licensors of all improvements and new developments whether patented or not which may be made by them or their employees in connection with the Engines.

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No charge (with the exception of the net cost of copies of drawings) shall be made for communicating such information. Exempt from this provision are improvements or new designs or developments which cannot be communicated to foreign countries by order of the Government. The Licensors have the right to dispose of such information and drawings transmitted by the Licensees at their discretion and especially to make same known to their other licensees.

Article 4.

The Licensors bind themselves to assist the Licensees by placing at the disposal of the latter all their experience in organizing the manufacture selecting machine tools equipment and personnel and to help in general in any other problem of technical or commercial nature such as might arise in exploiting the present License Agreement.

The Licensors will furnish to the Licensees at net cost of copies drawings of tools jigs gauges and fixtures developed for their own use such as are necessary for the manufacture of the Engines provided that such drawings are in existence. For initial manufacture undertaken by the Licensees the Licensors will furnish on request at net cost a complete set of gauges accompanied by the necessary instructions to insure their proper use.

The contracting parties henceforth will communicate to each other free of charge their manufacturing methods and technical experience developed in the production of the Engines. They will also furnish upon request at net cost of the copies assembly drawings of tools and fixtures which are used for the manufacture in question.

Article 5.

Soon after the signature of this Agreement the Licensors will permit not more than five engineers and not more than ten workmen of the Licensees duly introduced by them to undertake a course of study in their technical offices and those parts of their works where the designing and manufacture of the Engines are carried out for not more than three month each and the Licensors undertake to give such engineers and workmen a thorough training in order to enable them to become familiar with the pro-

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duction in question.

The Licensees shall also have the right to send to the Drawing Offices Research Department and Works of the Licensors from time to time during the continuance of this Agreement after due notice being given in writing to the Licensors and with the Licensors' assent members of their engineering staff (not more than three at a time) for further study should difficulties be met with in the design and manufacture of the Engines or should the Licensees desire to study improvements or new developments.

The Licensors undertake to give the training and instruction referred to in the last two preceding paragraphs free of charge to the engineers and workmen who ^{may} be sent by ~~sent~~ by the Licensees to the Licensors' Works with the exception however that should any of the engineers or workmen sent by the Licensees in accordance with paragraph 1 of this Article remain longer than the delay provided for the Licensees will pay the Licensors an allowance to be agreed between the parties.

The Licensors will send upon request their fully qualified and responsible engineers to the Works of the Licensees for the purpose of imparting knowledge and giving assistance and instruction to the Licensees' engineers the expenses including salaries travelling out-of-pocket and other expenses of such instructor or instructors to be paid by the Licensees such expenses and their remittance to be arranged each time.

Article 6.

The Licensors will on the request of the Licensees take up the study - and if especially required experiments - on new designs which may be proposed by the Licensees relating to the Engines and which the Licensees themselves do not want to carry out. The costs of such studies and experiments shall be paid for by the Licensees on terms to be mutually arranged.

Any such constructions so studied by the Licensors shall become their property and they will be free to exploit them for their own account or to make same known to their other licensees. The Licensors in communicating such constructions to their other licensees shall grant the Licensees an appropriate refund. In view of this possibility therefore the parties hereto will before such studies are commenced agree upon the rate and the way of calculat-

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ing such repayment.

Article 7.

The Licensors shall take out at their own discretion and expense such patents as they see fit and are entitled to exploit such patents anywhere except in the prescribed Territories with the reservation however that this undertaking does not restrict in any way the non-exclusive selling rights of the licensors or their other licensees as stipulated in Art. 1 paragraphs 2 - and 3 hereof.

The Licensees likewise shall take out at their own discretion and expense such patents as they think fit and will grant to the Licensors and their other licensees the free use of such patents anywhere except in the prescribed Territories with the reservation however that nothing in this clause shall prevent either the Licensors or their other licensees from exploiting the non-exclusive selling rights as stipulated in Art. 1 paragraphs 2 - and 3 hereof.

The contracting parties will place at each other's disposal against payment of the net cost of copies of drawings but otherwise free of charge all their present and future patents covering inventions relating to the Engines the present Japanese patents owned by the licensors being hereby confirmed to be :

Letters patent No. 114 231 dated February 16, 1934

"Einspritzbrennkraftmaschine mit Strahlzerstaubung und einer oder mehreren Luftkammern" (Obj. 4159).

Longest duration up to February 16, 1949.

Patent application No. 14509/1934 dated Dec. 28, 1934

"Einspritzbrennkraftmaschine". Obj. 4191

Patent application No. 9756/1937 dated July 9, 1937

"Viertakteinspritzbrennkraftmaschine". Obj. 4228

They agree not to question the validity of any patent taken out or of any application for patent made by the other party and will abstain from patenting in their own name a construction or idea which has been communicated to them by the other party. Should the Licensees however renounce their right to take out a patent in the territories outside the prescribed Territories within a period of

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six months after the first patent application the Licensors will have the right to take advantage of the priority claim to take out patent at their own cost in the name of the Licensees and to exploit same in the said territories. Similarly should the Licensors not be disposed to apply for patent protection in the Prescribed Territories on any invention they may make the Licensees are entitled to do so at their expense and in their own name.

The contracting parties mutually agree to ascertain as far as possible before placing at the other party's disposal any improvement or new development that this improvement or new development does not infringe upon any patent owned by a third party but nothing in this Agreement shall be construed as a warranty by either party to the other that any improvement or new development disclosed by such party to the other under the terms hereof does not infringe upon any Letters Patent granted to any third party.

Article 8.

All Engines manufactured and sold under this Agreement will have affixed to them a plate bearing the indication "Made under Saurer License" or "Mitsubishi-Saurer" and the Licensees will also print the said words on all catalogues and circulars relating to an Engine or Engines manufactured and sold hereunder issued by the Licensees.

Should the Licensees be asked for quotations on Engines which they themselves do not at the time manufacture they will use their best endeavours to persuade clients to buy such engines made in Arbon. A commission at the rate of five per centum (5%) on all such sales consummated in this manner will be credited to the Licensees which commission will be calculated at the same rate as the royalty mentioned in Art. 11.

Article 9.

So long as the Licensees are not in a position to manufacture themselves sufficient quantities of the Engines to meet their demands the Licensors are prepared to supply upon request whatever parts groups or complete engines that may be needed the terms and conditions of any such supply to be agreed upon in each case.

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Article 10.

The two contracting parties shall inform each other of all correspondence which may reach them concerning sales prospects outside their respective territories.

The Licensors bind themselves not to manufacture or grant a license or right to any other party or company to manufacture the Engines in the Prescribed Territories. The Licensors also undertake to see that their other licensees shall not manufacture Engines in the Prescribed Territories nor directly or indirectly sell Engines in or for delivery to the territories hereby ceded to the Licensees except the right for the Licensors and their other licensees to sell light motors and their piece parts and spare parts as stipulated in Art. 1 paragraphs 2 - and 3 hereof.

The Licensors accept full responsibility for any violations of these stipulations committed by themselves or other licensees of theirs which infringe the exclusive rights hereby conferred on the Licensees by this Agreement.

The Licensees bind themselves not to sell the Engines nor their piece parts or spare parts directly or indirectly to or for use in territories other than their own except on the strength of special authorization to be requested and granted in each separate case by the Licensors.

The Licensees shall include in the general stipulations of their sales contracts (except in such contracts with the Government) a clause binding the buyer not to resell any of the Engines in or for use in countries outside the prescribed Territories provided that the foregoing covenant shall not apply to any Engine manufactured hereunder which shall have been sold and used for more than twelve calendar months prior to the date of sale thereof for use outside the prescribed Territories.

Any violations of these stipulations will entail the following penalties:-

1. In case the engine or part imported without permission originates from either the Licensors or the Licensees the party hereto whose territorial rights have been violated shall receive from the other an indemnity of Swiss Francs one Thousand (Sw. Frs. 1,000) for each case of such violation plus 20% of the invoiced price of the engine or part imported in this way.

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2. In case the engine or part is imported into the territory of the Licensees and originates from other licensees of the Licensors or on the other hand if the engine originating from the Licensees should be imported in the territory reserved by the as the case may be the indemnity stipulated in the Licensee Agreement subsisting between the Licensors and their other licensees.

Payment of the above mentioned indemnities does not authorize the two contracting parties in any way to continue supplying engines to countries outside the territory reserved for them.

Article 11.

In consideration of the rights and privileges hereby conferred and of the covenants hereby mutually agreed the Licensees will pay to the Licensors:-

1. A lump sum of SWISS FRANCS THREE HUNDRED THOUSAND (Sw. Fr. 300,000) which includes the payment already made by the Licensees to the Licensors of SWISS FRANCS ONE HUNDRED THOUSAND (Sw. Fr. 100,000) when the Provisional Agreement subsisting between the parties hereto was signed on 2nd July One Thousand Nine Hundred and Thirtyseven in the following instalments:
 - a) SWISS FRANCS ONE HUNDRED THOUSAND (Sw. Fr. 100,000) when this formal License Agreement is signed by both parties.
 - b) SWISS FRANCS ONE HUNDRED THOUSAND (Sw. Fr. 100,000) on receipt by the Licensees of the drawings and information specified in Art. 2 paragraph 2 hereof relating to six types of engines
2. A royalty of five per centum (5%) on the selling price ex-Works on all complete engines ready for use (but with the exception of the electrical equipment and of the fuel pump as long as the Licensors have no fuel pump of their own design) and of their piece parts and spare parts manufactured and sold by the Licensees and incorporating any device whether patented or not of the Engines as manufactured by the Licensors.

The Licensees will guarantee the following minimum royalty:

None for the first Agreement year

From the second Agreement year and during the continuance of the Agreement a sum of SWISS FRANCS FIFTY THOUSAND (Sw. Fr. 50,000) per Agreement year.

Business resulting from the sale of complete finished engines or parts hereof which have been supplied by the Licensors to the Licensees under Art. 8 paragraph 2 and Art. 9 hereof shall not

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be subject to royalty payment.

The License and royalty amounts are payable at the National Bank of Switzerland in Zurich or any other Bank that may be indicated by the Licensors.

The above mentioned fees are to be paid to the Licensors exempt from all taxes duties deductions etc. which might be levied for any reason by the authorities of any one of the countries in which the Licensees exercise the selling rights as ceded by the present Agreement or to which the Licensees may sell according to the sales authorizations in Art. 10 paragraph 4 hereof.

Article 12.

The Licensees shall submit to the Licensors at the latest four weeks after the 30th June and 31st December in each year a list of sales and the amount of corresponding royalties taking into consideration the minimal royalty for the corresponding period. The amounts due and payable shall be settled by the Licensees at the latest on the 31st August and 31st January of each year.

The Licensees shall keep detailed books of account showing the amount of sales under the terms of this Agreement which shall be available for examination by a duly authorized representative of the Licensors at any reasonable time.

In view of the difficulties existing in the international transfer of funds the contracting parties promise during such difficulties to assist each other to the best of their ability in order to assure as far as possible the transfer at maturity of the payments due.

Article 13.

This Agreement becomes effective as and from the first day of July One Thousand Nine Hundred and Thirtyseven in accordance with the Provisional Agreement entered into by and between the parties hereto dated second July One Thousand Nine Hundred and Thirtyseven and shall remain in force for a period of ten years viz. until 30th June One Thousand Nine Hundred and Fortysenven. In the absence of a written notice by one of the parties addressed to the other before June 30th 1946 the contract will be extended for another year until 30th June 1948 and so on from year to year until

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one year's cancellation notice is given by either party. With the notice of cancellation the technical cooperation between the parties ceases forthwith.

In the case that after June 30th 1941 the Licensees' turnover in engines manufactured and sold under this Agreement in one year (July 1st to June 30th) should not reach effectively the amount foreseen in Art. 11 hereof as corresponding to the minimum royalty the Licensors will be entitled to grant to any third party or parties a non-exclusive license for the manufacture and sale in the prescribed Territories or any of them of all Engines or any one of them but not on a current royalty basis lower than that provided for in Art. 11 (2) hereof. Immediately on the grant of such non-exclusive license the provision in Art. 11 hereof for the payment by the Licensees to the Licensors of a minimum yearly royalty will be cancelled and the Licensors shall no more be entitled for the future to such payment from the Licensees.

Should the Licensors be prevented from receiving the payment stipulated in Art. 11 hereof because of difficulties in the transfer of funds between Japan and Switzerland they are entitled to terminate the present Agreement at any time with one year's previous notice served by them on the Licensees and the Licensees will be entitled to no claim^{or} damages whatsoever arising from this cancellation.

Article 14.

This Agreement cannot be transferred to another party except by the transfer of the business or on reorganisation but in case of such transfer the rights of the other party hereto shall not be violated or affected thereby.

The Licensees may grant when requested by the Japanese Government sub-licenses hereunder or the right to do any of the acts which the Licensees themselves are hereby authorized to do to any corporation firm or person in the Prescribed Territories for such consideration as they may think fit but in any such sub-license or sub-licenses the Licensees shall reserve royalties for the Licensors at a rate not less than that stipulated herein and all royalties accruing from such sub-license or sub-licenses shall be considered as contributions to make up the minimum yearly royalty payable to the Licensors as hereinbefore mentioned. Any such sub-license or grant shall contain the same covenants and obligations

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on the part of the sub-licensees to the Licensees as those herein contained on the part of the Licensees to the Licensors mutatis mutandis or as near thereto as circumstances will permit and the Licensees will remain fully responsible towards the Licensors for the faithful observation of the terms of the sub-licens by the sub-licensees.

In case the Licensors are asked to grant a license on the Engines in or for the Republic of China the Licensors shall on receipt of such offer give notice in writing hereof to the Licensees and the Licensees shall have the option (to be exercised by notice in writing served on the Licensors within 30 days after the receipt of notice of such offer) to acquire such rights on the terms and conditions of the offer which the Licensors are willing to accept. Each party will forthwith upon exercise by the Licensees of such option do and execute all acts matters documents and things to give effect to this clause.

Article 15.

After the termination of this Agreement either by lapse withdrawal or cancellation of same all rights and obligations hereunder shall cease and the mutual right to the use of any existing patents shall terminate. The Licensees shall also cease to make any use whatever of the indication "Made under Saurer License" or "Mitsubishi-Saurer" as from that time.

Each party will however grant to the other party upon request a non-exclusive license for the use by the other party (and in the case of the Licensors also by their other Licensees) in each party's reserved or prescribed Territories as the case will be of the patents owned by them or applied for at the time of the notice of cancellation of this Agreement relating to the Engines.

Such licenses will be granted on conditions no less favourable than the terms granted to any other licensees.

Article 16.

If any dispute shall arise between the parties hereto concerning the construction of this license or the rights duties or liabilities of the parties hereunder then and in every such case the matter in dispute or difference shall be referred to a single Arbitrator to be appointed by the president for the time being of

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The International Chamber of Commerce whose decision shall be final and binding on the parties hereto.

The contracting parties themselves and their representatives undertake to do everything in their power to maintain confidential all matters which are necessary to ensure and safeguard their interests.

Both parties hereto wish to emphasize that they will work together in a liberal and friendly spirit in the fullest cooperation and do everything within their power to ensure the complete technical and financial success of this Agreement.

Signed sealed and delivered by the above named
SOCIETE ANONYME ADOLPHE SAURER

Principal Manager

Vice-Manager

COPY

(37)

A G R E E M E N T made this eleventh day of November, year one thousand nine hundred and thirty-six between WILLY SALGE & CO. Technische Gesellschaft m.b.H. of Budepester-Strasse 1, Berlin W. 62. a company duly registered in Germany (hereinafter referred to as "the Patentees") of the one part and Mitsubishi Jukogyo Kabushiki Kaisha, Tokyo, a company duly registered in Japan (hereinafter referred to as "the Licensees") of the other part,

W H E R E A S the patentees own patents in Japn (among others Nos. 85080 and 95321) and elsewhere and possess many designs and forms of construction and have extensive experience in connection with the construction of Marine Engines fitted with Poppet Valves of the Lentz System and which system is applied to the "LENTZ STANDARD MARINE ENGINE" (hereinafter referred to as "LES") and to the "TRIPLE EXPANSION MARINE ENGINE" (hereinafter referred to as "LED"), and

W H E R E A S LES is a Double Compound Engine with Lentz Poppet Valve Gear, the said engine being designed in seven sizes as referred to in the table S. 3325, and Led is a Triple Expansion Engine with Low-Pressure-Uniflow-Cylinder, the said engine being designed in three sizes as referred to in the table LED Co5a, and

W H E R E A S the Patentees are the sole owners of the world rights for the two types of engines referred to as "LES" and "LED".

NOW THEREFORE THESE PRESENT WITNESSES

(1). in consideration of the premises and payment hereinafter

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mentioned the Patentees grant to the Licensees an exclusive license for the construction of LES and LED engines under present and future patents for installation as reciprocating engines in steam driven vessels, and also for any other purposes and applications except for locomotives and locomobiles.

(2) The Licensees are hereby granted the exclusive license to build the LES and LED engines in their Works in Japan and they have the right, but not the exclusive right, to sell such engines in all parts of the world with the only exception of the Great Lake District of the United States of America, which territory is solely in the hands of the American Ship Building Company, Ohio, it being understood that sales in Countries outside the Japanese Empire, Manchukuo, China and Siam will be continued only for the time during which such manufacture and sale can proceed and remain unrestricted without any legal decision to the contrary having been given through contravention of the rights of any kind whatsoever. However, in no circumstances can the Licensees be deprived of the right to supply the engines in question to vessels of any nationality, if the engines are installed in Japan. The Licensees will be informed by the patentees of all future manufacturing and selling rights granted by the Patentees in all countries.

The rights hereby granted to the Licensees include that of converting existing steam engines into Lentz engines.

(3). The Licensees agree and hereby undertake that all engines built and sold under the terms of this agreement will have affixed thereto in a conspicuous position a plate showing in legible characters the particulars of the rights, under which

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such engines have been constructed and in addition thereto the words "Salge-Lentz-System".

(4). The Patentees hereby agree and undertake to supply to the Licensees the drawings and plans for seven different sizes of the LES and for three different sizes of the LED, all of the latest design, as soon as possible after completion of this agreement and that drawings will confirm to the lists marked No. S.3280, 3281, 3282, 3283, 3284, 3285 and 3286 and to the list of LED-drawings. The drawings and plans in question to consist of one set of copiable drawings and one set of blue prints for each size of engine. The Patentees undertake further to supply the Licensees with plans and drawings suitable for propaganda purposes and for advertising the LES and LED engines as far as such plans and drawings may be available.

(5). In consideration of the license and rights herein conferred and of the information and data, including drawings, and future benefits stipulated elsewhere herein, the Licensees undertake to pay to the Patentees a sum of USA Dollars TWENTY THOUSAND (USA \$ 20,000.-) in the following three instalments:

USA-Dollars 7,500.- on conclusion of the agreement;

USA-Dollars 7,500.- on delivery of the LES-drawings and of one set of LED-drawings against invoice after delivery to the MSK. G.m.b.H., Berlin;

USA-Dollars 5,000.- on arrival of the remaining 2 sets of LED-drawings at our Works in Japan.

No royalty is payable to the Patentees on any engine built or sold by the Licensees under this license.

(6). Should the Licensees at any time require and order from the Patentees any special plans and drawings such plans and

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drawings shall be charged to the Licensees at the actual cost price thereof to the Patentees plus an additional sum of one hundred per cent of such cost-price to cover overhead and other charges of the Patentees and the Licensees undertake to pay for such extra plans and drawings immediately on receipt of invoice in respect thereof.

(7). The Patentees undertake and agree that upon request and against reimbursement of the cost incurred they will be present at and take part in all meetings, trials, etc., if and when required so to do by the Licensees for the purpose of giving advice and information to the Licensees or their agents.

The Licensees have the right to send at their charge as and when required to the drawing office of the Patentees and, if possible to the Works of one of their Licensees a technical staff to receive instruction and training in the methods of designing, manufacture, practice and workmanship connected with the engines coming within the scope of this agreement. The Patentees agree to afford all facilities and assistance to this technical staff, including admittance to their own Drawing Office and permission for entry into the Works of one of their Licensees, and all such services to be rendered free of charge to the Licensees. It is understood that such visits of engineers of the Licensees shall not last for a longer period than is necessary for their training.

(8). If in the future the Patentees shall make or acquire the use of any improvements (patented or not) in or additions to the LES and LED engines, excepting such improvements that may be acquired from any party outside the group of the Patentees'

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licensees. The Licensees shall have the benefit thereof without any additional or extra payment. In the event of the Licensees making or acquiring from any of their employees any improvements to the LES and LED engines the Licensees shall communicate such to the Patentees for their free use.

Where improvements are acquired by the Patentees from parties outside their group of licensees, in return for a cash consideration, the Licensees have the right, should they so desire, to acquire such improvements, the cost of purchase being shared equally by such of the Patentees' licensees as may decide to adopt and enjoy the benefits of such improvements.

For the purpose of keeping the Licensees fully informed of all new developments made by the Patentees or their licensees, the Patentees undertake to send the Licensees a half-yearly summary of progress.

(9). The Licensees undertake and agree that in consideration of the exclusive building license for LES and LED engines hereby conferred, they will maintain the patents in Japan subject to this agreement, and which maintenance includes the fees of the patent agent so far as the Japanese patents are concerned. The Licensees shall inform the Patentees of any infringements of the Patents in Japan of which they may become aware. If the Licensees take action as is necessary to maintain the patents in Japan, the Patentees shall, if called upon by the Licensees, assist them in their endeavour and the Licensees undertake to bear the cost of such action and assistance.

(10). The Licensees undertake and bind themselves to recommend and if possible adopt and use the LES and LED construction for

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all suitable steam-driven vessels. To keep the registers of the Patentees up-to-date, the Licensees will inform the Patentees every half-year of all LES and LED engines built and installed and such information shall contain the type and size of the engine, the name of the vessel and owners, the power developed by the engine and the number of revolutions.

(11). This agreement comes into force on the date it is signed and on receipt of the first instalment to be made by the Licensees to the Patentees. All controversies and interpretations relating to this agreement when such cannot be settled amicable between the parties hereto shall be referred to the Court for decision which in the case of a plaint by the Patentees shall be the Court in Tokyo and in the case of a plaint by the Licensees shall be the Court in Berlin.

SIGNED and DELIVERED for and on behalf of the said WillyvSalge & Co. Technische Gesellschaft m.b.H. by
Willy Salge & Co. Technische Gesellschaft m.b.H.,
W. Salge.

Witness R. Scholz.

SIGNED and DELIVERED for and on behalf of the said Mitsubishi Jukogyo Kabushiki Kaisha by their duly authorized agents Mitsubishi Shoji Kaisha G.m.b.H.,
Mitsubishi Shoji Kaisha G.m.b.H.,
J. Watanabe, Manager.

Witness M. Fujimuro.

SUMMARY

OF CONTRACT FOR MANUFACTURING "LENTZ" STEAM ENGINES
AND POSSIBLE EFFECT IF CONTRACT IS CANCELLED

1. CONTRACTING PARTIES.

Patentees: Willy Salge & Co., Berlin, Germany.

Licensees: Mitsubishi Jukogyo Kabushiki Kaisha, Tokyo, Japan.

2. TERMS OF AGREEMENT:

a) Date of contract: Nov, 11, 1936.

b) Date of termination of contract: indefinite.

c) Gist of contract:

Mitsubishi acquired by this contract an exclusive right of manufacturing in Japan (Double Compound Engine with Lentz Poppet Valve Gear (briefly called "LES" engines) and Triple Expansion Engine with Low-Pressure-Uniflow-Cylinder (briefly called "LED" engines) Patented in Japan, (except for locomotives & locomobiles) as well as a non-exclusive right of selling these engines in the Japanese Empire, Manchukuo, China and Siam and other territories of the world (Excluding the Great Lake District of the United States of America), having been entitled at the same time to receive the supply of the drawings and technical aids necessary for the design and manufacture of the said engines.

d) Purchase Price: U.S.\$ 20,000.-paid on conclusion of contract.

e) Royalty: None.

3. DENOMINATION OF PRINCIPAL PRODUCTS AND THEIR QUANTITIES
ACTUALLY BEING MANUFACTURED UNDER THE PRESENT CONTRACT.

Five (5) "LES" engines.

4. POSSIBLE EFFECTS RESULTING FROM CANCELLATION OF THE CONTRACT
AND A JUDGMENT WITH RESPECT TO SUCH CANCELLATION.

The engines in question enable us safely to employ high pressure superheated steam, whereby a high economy in fuel

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consumption, incomparable with that of the other steam engines, can be had. Moreover, the process of manufacture is very simple. Not only that, they excel in lightness of weight and facility of operation.

We, licensee company, based on many years' study and experience, have engaged and are engaging in the production of superior reciprocating steam engines. The adoption of *marine* steam engines having such merits as above mentioned will be highly recommendable wherever steam engines are to be installed. Should the present contract be ~~terminated~~ ^{cancelled}, the manufacture of the engines in question would have to be discontinued and the technical efforts heretofore made by the licensee company would be utterly in vain. In such an event, the development of the nation's industry as well as the undertaking of the licensee company will be very unfavorably affected in view of the fact that there can be found no machine that can satisfactorily replace the "Lentz" engines. For this reason, we earnestly desire that the present contract which has no definite period of duration be kept in force.

5. PATENT NOS: 85,080 95,321 96,937
 115,077 131,601 84,628

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Agreement

Between

Friedrich Krupp Grusonwerk A. G.

and

Mitsubishi Kogyo Kaisha, Ltd. and Kabushiki Kaisha Showa Seikosho

on

Renn Process Patent.

This AGREEMENT was made on September 14th, 1937, in German at Manchen and on December 30th, 1937, in Japanese at Tokyo BETWEEN the Friedrich Krupp Grusonwerk Aktiengesellschaft, Magdeburg-B., Germany, hereinafter called the PATENTEE of the one part and the Mitsubishi Kogyo Kaisha, Ltd. (in English, Mitsubishi Mining Co., Ltd.), Tokyo, Japan and Kabushiki Kaisha Showa Seikosho (in English, Showa Steel Manufacturing Co., Ltd.), Anzan, Manchukuo, hereinafter called the SMELTERS of the other part.

Witnesseth:-

(A)

WHEREAS the PATENTEE owns and has the right of disposal of a certain smelting process, known as the "Renn Process", wherein iron and other metals are smelted directly in a rotary kiln to form "Luppe", patented and patents applied for as follows:-

Japanese Patent No.121561.

" " Application No.12805 in 1934.

" " " No. 5549, No.6554 and No.9376 in 1935.

Manchurian " " No. 2566, No.2406 and No.2454 in 1936.

WHEREAS the PATENTEE has invented a process related to the "Renn Process" which enables the re-treatment of the "Luppe", said process is patented in Germany as Patent No.K140674/VI/186 and applied as Patent Application No.K144086/VI/186; corresponding applications for patents made in Japan and Manchukuo, and respective patent no.s will be informed the SMELTERS by the PATENTEE as soon as approved in Germany.

(B)

WHEREAS the SMELTERS sent their technical experts to Essen-Borback to inspect the plant, treating iron ore on an industrial

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scale by the continuous operation of the process mentioned hereinabove, and to Frankenstein, Schlesia, to study a plant treating nickel-bearing iron ore on an industrial scale.

WHEREAS the PATENTEE carried out experimental treatment in its laboratory of the iron ores mines by the SMELTERS and reported results by letters to the latter.

And WHEREAS the SMELTERS were informed by the PATENTEE about the contents of the Japanese Patent No.121561 mentioned hereinabove.

Now, therefore, it is mutually agreed that the SMELTERS shall obtain the right to utilize and dispose for commercial purposes the process for the smelting of iron in rotary kilns as described hereinabove, in accordance with the inspections and reports of the SMELTERS technical experts, under the following terms and conditions for the territories of Japan, Manchukuo and Mongolia which are under Japanese influence.

AGREED:-

Art. I. The PATENTEE shall transfer the PATENTS and PATENT applications in Japan and Manchukuo, as mentioned preamble (A) to the SMELTERS as soon as this agreement becomes in force, and shall permit the SMELTERS to utilize them in areas, mentioned 4th, par. of preamble (B). In other words, the PATENTEE shall have the following obligations to perform:-

- a) The Japanese Patent No.121561 and Japanese Patent Applications, mentioned 1st par. of preamble (A), shall be changed to the SMELTERS' name.
- b) As the German Patent Application No.K140674/VI/18 b, mentioned in 2nd par. of preamble (A), has passed its priority term, the PATENTEE must submit to the SMELTERS data to enable the SMELTERS to apply in their own names for the

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corresponding patents, in Japan and in Manchukuo. The PATENTEE shall change the name of applicant for the Japanese and Manchurian Patent Applications corresponding to No.K144086/VI/18 b, mentioned in same par.

In case when the above-mentioned patents are granted, they shall all belong to the SMELTERS.

When the PATENTS granted extend to other metallic application besides re-treatment of "Luppe" and the PATENTEE and his customers shall carry out this additional application, the SMELTERS shall not be able to prohibit these applications according to the PATENT rights in the agreed areas.

The SMELTERS shall obtain the right to use and dispose the "Renn Process" in Chinese Mongolia. This right shall, however, not be monopolistic.

Art. II. The SMELTERS shall bear expenses which will be paid by the PATENTEE arising from the transfer and conveyance of the PATENT, PATENT applications and priority mentioned in Art. I.

Art. III. The SMELTERS shall henceforth carry out the procedures of the PATENT applications which shall be transferred to the SMELTERS from the PATENTEE according to paragraphs a and b in Art. I, in which cases the PATENTEE shall be liable to help the SMELTERS.

Art. IV. The PATENTEE shall submit to the SMELTERS the knowledge and experiences obtained up to today regarding the PATENTS mentioned in preamble (A) besides transferring the PATENTS and PATENT applications concerned as agreed to by Articles I to III.

Art. V. As compensation for the transfer of the PATENTS and PATENT applications and the presentation of knowledge and

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experiences mentioned in preamble (A) or the transfer of other rights in accordance with this agreement from the PATENTEE to the SMELTERS, the latter shall pay the sum amounting to £400,000 to the former. This sum shall not be deducted even if it may be taxed or be charged with any other duties in the areas mentioned in this agreement. The payment of this sum shall be carried out when both parties sign this agreement under the following schedule:-

$\frac{1}{4}$ of the sum : \$100,000 in cash.

$\frac{1}{4}$ of the sum : £100,000 in ⁶months' check.

$\frac{1}{2}$ of the sum : £200,000 in 3 years check.

The sum to be paid to the PATENTEE in accordance with this article shall be in British sterling. The said two checks shall have the authorized signatures of the SMELTERS' Company. The discount charges of these checks and stamp duties shall be born by the PATENTEE.

Art. VI. The SMELTERS shall have the right to transfer the right of utilizing the "Renn Process", mentioned in preamble (A), in the areas agreed on to any third applicant on reasonable conditions, except the monopolistic right of disposal. The SMELTERS, however, cannot transfer to any third party the PATENT and PATENT applications obtained in accordance with Art. I. The SMELTERS shall never fail to inform the PATENTEE the proceedings concerning the transfer of the right to use said PATENTS and PATENT applications and also shall submit a copy of the agreement made between the SMELTERS and any third party to the PATENTEE.

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When any third party asks the PATENTEE for the transfer of right to utilize the "Renn Process", in Japan or Manchukuo, the PATENTEE shall convey the request of the third party to the SMELTERS.

Art. VII. If the SMELTERS shall make an agreement concerning the use of said patent and PATENT application with the third party, the SMELTERS shall give one ninth of the agreed remuneration. This payment shall be up to the sum of £50,000. The sum to be paid by the SMELTERS to the PATENTEE shall be carried out in cash in British sterling in proportion to the sum received from the third party. The SMELTERS shall be responsible to prepare the book in which the sum received shall be entered, and the PATENTEE shall have the right to look over the book at any time they need.

Art. VIII. The SMELTERS are bound to purchase from the PATENTEE at their present quotation kilns and accessories which are necessary for operation of the "Renn Porcess" and which are mainly supplied by the PATENTEE. The SMELTERS are also bound to make any third party, who will have the right to use the PATENT or PATENT application, bear the same obligation, and the SMELTERS must impose upon the third party the same duty at the time of agreement concerning the transfer of the right of utilizing this process. The freedom with which the SMELTERS or sub-licensee can provide for by themselves shall be based upon the list attached to the estimate, dated May 3rd, 1937, as submitted to the Mitsubishi Kogyo Kaisha, Ltd. by the PATENTEE via the Mitsubishi Shoji Kaisha, Ltd. in Germany. After having supplied first 3 kilns of 3.6 m in diameter and

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60 m. in length and their accessories at least, the PATENTEE shall discuss with the SMELTERS the question of how much the SMELTERS can manufacture in Japan so far as it does not conflict with the regulations of the German authorities of the day.

Art. IX. The PATENTEE shall be responsible to assist the first two plants owned by the SMELTERS in order to start their operation completely, by sending a minimum group of 1 engineer, 3 fire-men for kilns and 3 operating workers of machineries for 6 months at the longest after the completion of each plant. These charges are fixed according to the conditions written in the letter, dated Sept. 8th, 1937, addressed to the Mitsubishi Shoji Kaisha, Ltd. in Tokyo.

If the SMELTERS request the PATENTEE to send more experts than said number for above-mentioned two plants or for any other proposed Renn plants which will be built in the future according to this agreement, the PATENTEE shall accept the request so far as they can and send engineering experts or contracting workers if there is no objection from the government authorities. These despatch expenses are calculated in accordance with the general regulation of the PATENTEE and travelling expenses, pass-port charges, insurance premium, outfit charges, etc. are also included.

The PATENTEE shall test the ores to be treated in the areas agreed at the laboratory of the PATENTEE for the benefit of the SMELTERS and sub-licensee so far as the PATENTEE can do when the Licensees make a request.

In this case the SMELTERS shall pay the charges relating to the test according to the charges fixed by the PATENTEE.

The PATENTEE shall permit the SMELTERS to send Japanese technical experts to witness the tests and shall give enough time to

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them for the study of the Renn Process. The SMELTERS shall order these technical experts to keep the secrets from the experiences obtained during the inspection.

Art. X. The PATENTEE shall report to the SMELTERS the new knowledge and experiences within the ranges mentioned in Preamble A during the term of agreement, and shall also permit the SMELTERS and sub-licensees to use in the areas agreed all the patents, which will be applied as new idea, at the PATENTEE'S discretion, without requesting any special compensation, provided that this article shall not apply to the PATENTEE if they have not the free disposal.

The SMELTERS are liable to report to the PATENTEE all the improvement and changes made concerning the process mentioned in Preamble A and its equipments during the term of agreement.

The SMELTERS shall be able to hold the rights regarding the PATENTS and PATENT applications in their own name for the improvement or changes in Japan and Manchukuo at their own expenses, and shall permit the PATENTEE and sub-licensees to utilize their improvements and changes at free charges in the areas outside Japan and Manchukuo, no matter whether these improvements or changes shall be patented or not.

With regard to the improvement and changes by the SMELTERS or by the sub-licensee or by those two combined, it will be decided whether they will be applied for PATENT in the areas outside Japan and Manchukuo.

Art. XI. The SMELTERS shall not divulge any content relating to the Process mentioned in this agreement, and also shall force the sub-licensee and any other third party who are concerned

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with the usage of this Process not to divulge any content relating to this Process. The PATENTEE shall not divulge any information and content regarding the plans of Renn Process by the SMELTERS in the areas agreed.

Art. XII. The SMELTERS or sub-licensee shall permit at any time the PATENTEE to inspect their Renn Plant and shall submit the information regarding the operation of Renn Process at their plant to the PATENTEE except in case when the Japanese or Manchurian government will not give the permission. In case when the PATENTEE request the Licensees for inspection of their plant, the Licensees shall strive to get the permission from the government for the PATENTEE.

The PATENTEE shall endeavour to obtain permission from the authorities to inspect "Renn Plant" of the PATENTEE for the SMELTERS or the sub-licensee.

Art. XIII. The SMELTERS shall not supply the equipment and necessary informations to any third party outside the agreed areas, viz., Japan, Manchukuo, Mongolia (see the 4th Paragraph of Preamble B and Art. I). The SMELTERS shall not build or operate a Renn Plant out side the agreed areas unless a special agreement is made between the Licensees and the PATENTEE or the successor of the PATENTEE.

The SMELTERS or the sub-Licensee shall not infringe the patent concerning this Process in any third country, and shall not act in or out of the agreed areas against the PATENTEE on matters relating to the Process mentioned in Preamble A.

Art. XIV. In case when the Nihon Seitetsu Kaisha, Ltd. requests the PATENTEE to join the SMELTERS after having agreed to the

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terms and conditions of this agreement, the PATENTEE shall accept at once this proposal even after concluding this agreement with the SMELTERS.

Art. XV. The PATENTEE shall not be liable to the matter whether the application for PATENT would be realized or not, and to the continuation of PATENT granted or PATENT granted in accordance with the 1st paragraph of Art. X. Especially the PATENTEE shall not be liable for taking part and carrying out the dispute relating to the said PATENT or the right of application for said PATENT, but the PATENTEE shall agree to support the SMELTERS by giving advices for the purposes of carrying out the dispute.

In cases where the PATENT is violated by any third party and the SMELTERS do not want to act for the protection of the PATENT against violation, the SMELTERS shall make preparations for the PATENTEES who would be able to act against the violator of the PATENT.

Art. XVI. Both the PATENTEE and SMELTERS shall not divulge any content of this agreement, provided that this rule shall not apply to when one of the parties obtained other's consent.

Art. XVII. This agreement is made in conformity to the German law, and shall be executed in Berlin. Each party of the agreement shall bear the expenses of legal procedures relating to this agreement arising in each country.

Art. XIX. This agreement shall be in force, when the cash fixed in Art. V is paid after the agreement is signed by both parties and two checks, mentioned in same article formally completed are handed from the SMELTERS to the PATENTEE, for a term of 15 years.

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Both the PATENTEE and the SMELTERS agree to express to each other that respective competent authorities have no objection to the conclusion of this agreement.

Art. XIX. This agreement is made in German and in Japanese and each party have two scripts, one in German and the other in Japanese respectively. In case when we ask for elucidation of construction of this agreement, we adopt the German script as a standard.

Art. XX. The SMELTERS decide the Mitsubishi Shoji Kaisha, Ltd. in Berlin as their agent in executing this agreement.

This agreement in Japanese is quite the same with that made on Sept. 14th, 1937 in Berlin Between the PATENTEE and Mr. Juro Watanabe, the agent of the SMELTERS, and this agreement was in force from Sept. 14th, 1937.

In WITNESS whereof the parties above mentioned have hereunto set their hand on Dec. 30th, 1937.

Patentee:

Friedrich Knapp Grusonwerk A.G.
Magdeburg, Germany.

Smelters:

Mitsubishi Kogyo Kaisha, Ltd.
No.4, Marunouchi-Nichome, Kojimachi-ku,
Tokyo.

Suteji Kawate
Chairman of Board of Directors.

Showa Seikojo, Ltd.
Steel Manufacturing Zone, Anzan, Manchukuo.

Naoto Kobiyama
President.

Appendix to the Agreement regarding the Transfer of
Renn Process Patent dated September 14th, 1937.

This APPENDIX is made on August 23rd, 1939, BETWEEN the Japanese-Manchurian Renn Process Patent Joint Association, Tokyo, hereinafter called the Association of the one party and Friedrich Krupp Grusonwerk A.G., Magdeburg, hereinafter called Grusonwerk, represented by Dr. Carl Vogt, an attorney, in Tokyo.

WHEREAS it is agreed as follows:-

Both the Association and Grusonwerk agreed to interposing following articles instead of Art. VIII of the agreement made between said parties on September 14th, 1937.

Art. I. The Association and sub-licensees shall be able to manufacture necessary kiln and accessories for operating Renn Process by themselves in Japan or in Manchukuo. The Association and sub-licensee agree to purchase solely from the Grusonwerk at the present terms and conditions the machineries, which they cannot manufacture in Japan or in Manchukuo upon their own designs, when these machineries belong to within the supply limits by the Grusonwerk in accordance with the agreement dated September 14th, 1937.

Art. II. When a new addition of Renn Process plant is drawn up at the request of the Association and sub-licensee, the Grusonwerk shall assist them by stating the views upon the plan made in Japan or in Manchukuo about their selection, contents, arrangement, etc. of machineries. The Grusonwerk, however, has no responsibility upon the plant built in this manner.

The Grusonwerk shall not supply any data of design for

kilns and accessories which will be manufactured in Japan or in Manchukuo.

Art. III. At the time when this appendix is signed the Association shall pay to the Grusonwerk the lump sum amounting to RM. 150,000.- from Imperial Japanese freimarke account as a compensation of cancelling the obligation to purchase necessary kiln and accessories for Renn Process operation from the Grusonwerk as mentioned in Art. VIII of the original agreement on Renn Process.

Art. IV. With regard to other articles of the original agreement dated September 14th, 1937, they shall continue just as they are now without any influence by this appendix, except alterations mentioned in this appendix. The words expressed "Japan" and "Manchukuo" shown in this appendix shall be understood as the same states and territories as expressed in the original agreement dated September 14th, 1937.

Art. V. This appendix is made both in Japanese and German, and two parties possess respectively two scripts, one in Japanese and the other in German.

The Japanese-Manchurian Renn Process
Patent Joint Association:-

Member:

Mitsubishi Kogyo Kaisha, Ltd.
Sentaro Komura
President.

Manchurian Iron Manufacturing Co., Ltd.
Ryotaro Shimamura
Chairman of Committees.

Friedrich Krupp Grusonwerk A.G.
Dr. Carl Vogt, and attorney
Agent.

Royalties paid to the Friedrich Krupp Grusonwerk A.G.

Date	Amount	Remarks
Apr. 21, 1943	¥ 55,555.55	Quota for Grusonwerk as royalty by permitting the Iwaki Cement Co. to utilize Renn Process Patent.
Aug. 22, 1944	¥257,400.00	Compensation for the right of manufacturing Renn kilns and accessories in Japan or in Manchukuo.
Total	¥312,955.55	

- CONTRAT -

Entre les soussignés :

(39)
- LA MITSUBISHI NAIVENKI KAISHA LTD. TOKYO, représentée par Mr. E. ITO, Administrateur-Délégué de la Société Anonyme Française MITSUBISHI, 144 avenue des Champs-Élysées, Paris, ci-après dénommée "LA MITSUBISHI", d'une part,

- et la Société Anonyme des Carburateurs et Appareils CLAUDEL, au capital de 10.550.000 Francs, dont le Siège Social est sis 17 bis, Boulevard de Levallois prolongé, à Levallois-Perret (Seine), représentée par Mr. L. MARCIEUX, son Administrateur-Délégué, ci-après dénommée "CLAUDEL",
d'autre part,

Il a été convenu ce qui suit :

ARTICLE I

Claudéel cède à la Mitsubishi le droit exclusif de fabrication et d'exploitation, au Japon et en Mandchourie, de tous les types de carburateurs Claudéel à combustible liquide pour moteurs d'aviation existants ou à venir, en particulier, ceux sur lesquels il a des droits de propriété industrielle, couverts par les brevets et certificats d'addition ci-dessous :

- Brevet N° II.038 du 17/11/25, Carburateur démontable, réchauffage.
- Brevet N° 9.808 du 10/10/25, Correcteur double.
- Brevet N° 1.676/26 du 25/2/26, Gicleur tube souple.
- Brevet N° 3.281/26 du 7/4/26, Carburateur à 3° ajustage intermédiaire.

ARTICLE 2

Claudéel fournira, en trois exemplaires, à la Mitsubishi, tous les dessins d'exécution bleus nécessaires à la fabrication des appareils mentionnés ci-après, au plus tard

45 jours après la signature du présent contrat :

- 1°- le carburateur type 56 SL.
- 2°- le carburateur type 60 SL.
- 3°- le carburateur type 60 DL.
- 4°- le carburateur type 46 SH.
- 5°- le carburateur type T.C.G. 55
- 6°- le carburateur type H.C. 8
- 7°- le carburateur type 64 D.E.RR.
- 8°- le carburateur type C.7.B.R.

ARTICLE 3

Pour la rémunération de la présente cession de licence, la Mitsubishi versera à Claudel la somme de Francs. 250.000.-- (DEUX CENT CINQUANTE MILLE FRANCS), payable de la façon suivante :

- la moitié, soit frs. 125.000.-- à la signature du présent contrat,
- le solde, soit frs. 125.000.-- à la remise des dessins d'execution ci-dessus indiqués.

ARTICLE 4

La présente concession du droit d'exploitation des appareils mentionnés ci-dessus est consentie moyennant une redevance de dix pour cent (10 %) sur le prix de vente des appareils fabriqués et vendus par la Mitsubishi. Cette redevance entrera en application à partir du 150ième appareil fabriqué et vendu par la Mitsubishi.

Le paiement des redevances aura lieu, tous les ans, de la façon suivante :

- la première année partira de la date de vente du 150ième appareil;
- le paiement des redevances, dues pour la lère année, aura lieu un an après cette date, d'après un état des ventes, dressé par la Mitsubishi et adressé annuellement à Claudel,

et ainsi de suite chaque année.

Claudé fournira, gratuitement, à la demande de la Mitsubishi, des plaques de licence matriculées, dont devront être munis, obligatoirement, les appareils fabriqués par la Mitsubishi.

ARTICLE 5

Au cas où la Mitsubishi le demanderait, Claudé fournirait à la Mitsubishi le personnel technique nécessaire à la mise en train de la fabrication. Les frais de déplacement et de séjour dudit personnel seraient à la charge de la Mitsubishi.

D'autre part, Claudé accepte de laisser la Mitsubishi, si cette dernière le juge nécessaire, envoyer, à sa charge, dans ses usines, un personnel technique, ingénieur et mécaniciens, Claudé s'oblige à recevoir, dans ses usines, le personnel ci-dessus, aussi longtemps qu'il sera nécessaire, pour que ce dernier se mette au courant de la fabrication, et facilitera gratuitement, dans toute la mesure possible, cette mise au courant.

ARTICLE 6

Claudé s'engage à communiquer immédiatement à la Mitsubishi tous les perfectionnements, créations, inventions, se rapportant aux carburateurs faisant l'objet du présent contrat, qu'il pourra réaliser à partir de ce jour et pendant toute la durée du présent contrat, lesquels seront déposés au Japon à la charge de Claudé. A cet effet, Claudé remettra à la Mitsubishi les bleus de fabrication relatifs à ces nouveaux appareils en trois exemplaires.

La Mitsubishi communiquera, de son côté, à Claudé, tous ses inventions, perfectionnements, créations, se rapportant aux carburateurs d'aviation à combustible liquide et donnera tous pouvoirs pour les protéger légalement en tous pays, autres que

le Japon, mais ce, aux frais de Claudel et pour le bénéfice de ce dernier.

ARTICLE 7

La Mitsubishi ne pourra, pendant la durée du présent contrat, s'intéresser directement ou indirectement dans une autre affaire pouvant faire concurrence aux carburateurs Claudel.

ARTICLE 8

Le présent contrat est fait pour une durée de cinq (5) années et entrera en vigueur à partir de la date de signature par les parties.

A l'expiration de la période ci-dessus, le présent contrat sera renouvelé automatiquement, pour une nouvelle période de trois (3) ans, et ainsi de suite tous les (3) trois ans, à moins que la Mitsubishi, désirant y mettre fin, le notifie à l'autre partie, par lettre recommandée, six (6) mois avant l'expiration de chaque période.

ARTICLE 9

Pour le règlement de tous litiges, relatifs à l'interprétation ou à l'exécution du présent contrat, les parties contractantes s'engagent à recourir à un arbitrage rendu conformément au règlement d'arbitrage de la Chambre de Commerce Internationale par et avec les arbitres désignés par la Cour d'Arbitrage de la Chambre de Commerce Internationale à Paris. Elles s'engagent, en conséquence, à exécuter les décisions du ou des arbitres.

En cas de désaccord, le Tribunal de la Seine, siégeant à Paris, sera seul compétent pour toute action judiciaire.

ARTICLE 10

Le présent contrat pourra être enregistré à la demande d'une des deux parties contractantes, les frais d'enregistrement étant payés par celle des parties qui aura demandé cette formalité.

Fait, à Paris, en trois exemplaires, le vingt-cinq mai 1927.

LICENSE AGREEMENT.

(40)

This agreement made between MITSUI BUSSAN KAISHA, LIMITED, Tokio, Japan (hereinafter called "The Licensee" of the one part, and AKTIESELSKABET BURMEISTER & WAIN'S MASKIN - OG SKIBSBYGERI, Copenhagen, Denmark (hereinafter called "Burmeister & Wain") of the other part, WHEREBY IT IS DECLARED AND AGREED AS FOLLOWS:

1.

Burmeister & Wain hereby grant to the Licensee an exclusive right for the Empire of Japan, (including Korea, Formosa and Saghalien,) and also Manchukuo (hereinafter called "The Territory") to manufacture and sell for Japanese and Manchukuo owners the Burmeister & Wain Type of Diesel engines for:

- a) Marine motors for merchant vessels.
- b) Auxiliary motors for merchant vessels.
- c) Marine motors of high speed, light weight type suitable for men of war such as cruisers and submarines.
- d) Stationary motors.

It is reserved to Burmeister & Wain the full right to sell and deliver in the Territory every kind of Diesel engines made by them in Copenhagen.

It is reserved to Burmeister & Wain and their other Licensees the right to effect in any port of the Territory repairs (including supply of duplicate parts) to any vessel using any kind of Diesel engines manufactured by them.

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On the other hand the Licensee is entitled in any port to effect repairs (including supply of duplicate parts) to any vessels using any kind of Diesel engines manufactured by him.

Burmeister & Wain give the Licensee the benefit of any patents in the Territory relating to the said system owned or controlled by Burmeister & Wain. Improvements and new patents concerning Marine type of Diesel motors taken out by one of the parties during the period of this agreement are to be mutually exchanged without costs. As to any improvements to be made in or respecting the said motors which the parties have used for their Diesel engines during the continuance of this agreement each party shall have the right to utilize the same, blueprints and specifications to be exchanged against payment of the actual cost of preparation and forwarding thereof. For all such inventions and improvements to be made in or respecting the said motors for which Burmeister & Wain are securing Patents for other countries after having made this agreement. Burmeister & Wain are also to secure patents for Japan at their own expense.

2.

The Licensee will at Burmeister & Wain's cost assist in maintaining or defending in the Territory any Letters Patents or like privileges which Burmeister & Wain may be in possession of in respect to the said inventions or to improvements thereon,

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and the Licensee will in no case be concerned in contesting or challenging the said rights of Burmeister & Wain nor will he do anything to abrogate or invalidate such rights.

The Licensee will communicate to Burmeister & Wain every infringement or suspected infringement of the said Letters Patents as soon as same shall come to his notice or knowledge, and will to the best of his ability (at the expense of Burmeister & Wain) assist and support them in any legal proceedings taken by them in respect of any such infringement or suspected infringement.

Burmeister & Wain shall at all time during the continuance of this license use their best endeavours to effectually protect and defend the said Letters Patents or any improvements thereon from infringements, but with the proviso that they shall not be bound to institute or prosecute legal proceedings in any case which they shall think it inexpedient to do so.

3.

Burmeister & Wain agree to supply to the Licensee all drawings and instructions for the manufacture of the above named Diesel motors and to open their workshop for 4 engineers and 4 skilled labour foremen and eventually necessary substitutes for them, who according to the opinion of the Licensee shall partake in the detailed manufacture of the said Diesel motors and to give these men assistance and advice of the Managing and Technical Directors and the Expert Staff of Burmeister & Wain to enable these

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men to learn thoroughly of the manufacture of and attendance to the said motors.

The drawings, information and instruction which Burmeister & Wain agree to supply to the Licensee for the manufacture of the above named Diesel engines are intended solely for the Licensees own use and consequently, the Licensee binds himself not to give this information or sell sub-license to any other party, whether company, firm or person.

The Licensee furthermore binds himself to take every ordinary precaution to prevent information, which all will be furnished him by Burmeister & Wain from being made use of by any of his employees to the detriment of the parties to this contract.

4.

The purpose of this agreement is to promote in the Territory the use of the Burmeister & Wain's Diesel engines and the Licensee binds himself to work energetically for introducing the Burmeister & Wain types of Diesel engines in the Territory and by means of propaganda through advertising etc. to cooperate with Burmeister & Wain and their representative for the Territory to promote the sale of the Burmeister & Wain Diesel engines, built by the Licensee or by Burmeister & Wain, Copenhagen.

5.

As remuneration for the rights given by this contract the Licensee binds himself to pay Burmeister & Wain a royalty

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on all Diesel engines, whether they are of Burmeister & Wain's design or not, manufactured or dealt in by the Licensee. This royalty to be calculated according to the indicated horse power, normal working and normal number of revolutions, the brake horse power to be fixed to 0.75 times the indicated horse power.

The royalty to be:

- 1) A royalty of 5/- (in words: Five shillings) per indicated horse power for each main and auxiliary Diesel engine of Burmeister & Wain's design for merchant vessels built or sold by the Licensee under the terms of this agreement.
- 2) A royalty of 10/- (in words: Ten shillings) per indicated horse power for each main and aux. Diesel engine of Burmeister & Wain's design of high speed, light weight marine Diesel engines for men of war such as cruisers and submarines built or sold by the Licensee under the terms of this agreement. During the first 2 (two) years of the period covered by this agreement the royalty is reduced to 7/6 (in words: Seven shillings and six pence) per indicated horse power.
- 3) A royalty of 4/6 (in words: Four shillings and six pence) per brake horse power for each Diesel engine of Burmeister & Wain's design for stationary purposes.
- 4) A royalty at the rate of:
3/- (in words: Three shillings) per indicated horse power during the period of this license agreement for each Diesel engine of any other design than Burmeister & Wain's manu-

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factured or dealt in by the Licensee in the said years under the terms of this agreement.

When according to this agreement a Diesel engine is ordered from the Licensee a notice thereof shall be posted by registered letter to Burmeister & Wain within eight (8) days after the order has been given. The royalty is payable within 2 weeks from the day of actual delivery of the vessel or of the Diesel engine.

The royalties above mentioned are based on payment in Pounds Sterling at the rate of exchange valid on the day of payment to Danish Kroner. In case the rate of exchange is under Kroner 18.159 for one Pound Sterling an additional royalty amount in proportion to the difference in rate of exchange shall be paid in Pounds Sterling.

The royalties are payable in Pounds Sterling, at Copenhagen or other place according to instructions from Burmeister & Wain, but in case Pounds Sterling are not available or inconvenient for payment the Licensee has option to pay the equivalent amount(s) of U.S.Dollars and/or Danish Kroner, making the conversions to the equivalent amount(s) at the rate of exchange valid on the date of payment for Pounds Sterling to U.S.Dollars and/or Danish Kroner. In case of payment in U.S.Dollars, however, the amount(s) when converted into Danish Kroner shall not be less than the equivalent of the Sterling amount(s) payable converted

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into Danish Kroner at the current rate of exchange and at not less than one Pound Sterling equal to Danish Kroner 18.159.

All payments are to be made net cash at Copenhagen free of any taxes and other payments if any.

6.

For the drawings of the main engines, auxiliary engines, special tools (Jigs etc) and general arrangements, delivered to the Licensee from Burmeister & Wain - provided these drawings have been prepared previously - the cost of reproduction and forwarding are to be paid. Burmeister & Wain are to deliver on request of the Licensee all such drawings of the Diesel engine types necessary for starting the manufacture.

If the Licensee wants drawings of Diesel engines or of engine arrangements, calculations etc. which at that time have not been made by Burmeister & Wain, such shall if possible be delivered by Burmeister & Wain at their earliest convenience, the expenses incurred to be charged the Licensee.

All drawings are to be paid for in net cash.

7.

This agreement is irrevocable until the 13th of August 1951, and after this time it may be terminated with half a year's notice. In the event of the cooperation being mutually satisfactory, the Licensee shall have the option to renew the contract on such terms and for such a period as may be agreed

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through negotiation between the parties concerned.

In case of essential breach by one of the parties, then the other party during the period of irrevocability of the contract may also denounce same to expiration with a notice of 3 months.

By any cessation of the contract the Licensee is bound to return to Burmeister & Wain as soon as possible and without compensation all drawings, specifications etc. supplied for the construction of Diesel engines according to the system of Burmeister & Wain.

The cessation of the contract is without any effect on the claim due for payment after the cessation.

8.

On each Diesel engine made according to the design of Burmeister & Wain, a nameplate has to be fixed stating that the Diesel engine in question is due to the system of Burmeister & Wain, Copenhagen, Denmark.

9.

This contract may not be transferred by the Licensee without having beforehand obtained consent from Burmeister & Wain nor is the Licensee entitled to appoint Sub-Licensees.

However, it is agreed and understood that the Licensee grants and delegates all his rights with obligations under this agreement exclusively to his affiliated company KABUSHIKI KAISHA TAMA ZOSENSHO, Tamano-si, Okayama-Ken, Japan.

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In the event of any difference or disagreement between the parties hereto, arising out of or connected with this contract or the performance of the obligations hereof by either of the parties hereto, such difference on request of either party in writing, shall be submitted to and determined by arbitration of three disinterested parties, the arbitration to be in Copenhagen. Each party hereto appoints one, and the two so chosen appoint the third arbitrator, the appointment of the first two by the respective parties to be made within 2 months after the said request for arbitration and the appointment of the third arbitrator by the two chosen by the parties shall be within 3 months after the said written request for arbitration.

If the two arbitrators first appointed fail to agree on the appointment of the third arbitrator or if one of the parties omit to choose one of the two first arbitrators the third arbitrator or **respectively** the second arbitrator is appointed by the chairman of the Marine & Commercial Court at Copenhagen, and in case of his refusal by the Committee of the Merchants Guild at Copenhagen.

Thereafter the said three arbitrators being given **full authority to cause witnesses and said arbitrators shall** receive and consider such evidence as they deem pertinent to the issue and bear and determine the entire matter in controversy, such determination and award to be made in writing latest 6 months

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After the appointment of the third arbitrator. If no award is given within this period or the court of arbitration has not been appointed within the period stated above, either party may have recourse to the courts in Copenhagen, the jurisdiction of which both parties are subject to. The arbitral award is definitive and both parties are subject to the decision of same.

The costs of the arbitration shall be paid as the arbitrators may decide. The agreement has to be considered as made in Denmark and to be subject to Danish Law and Justice.

11.

This agreement is the final agreement and serves to replace the agreement of 7th September 1928.

12.

Of this agreement two(2) copies have been made out and exchanged between the parties.

Each of the parties concerned has to bear his costs in connection with the necessary stamping of this agreement according to the laws of his country.

IN WITNESS WHEREOF the parties hereto have hereunder set their hands and seals.

June. 17, 1941.

Mitsui Bussan Kaisha, Ltd.
R. Ishida.
Managing Director.

S. H. Nyholm
Representative of
a/s Burmeister & Wain's
Maskin - og Skibsbyggeri.

SUPPLEMENTARY AGREEMENT

This AGREEMENT made between MITSUI BUSSAN KAISHA, LIMITED, of Tokio, Japan. (hereinafter called MITSUI) of the one part, and BURMEISTER & WAIN'S MASKIN - OG SKIBSBYGGERI of Copenhagen, Denmark (hereinafter called BURMEISTERS) of the other part, as a supplement to the Agency Agreement entered into between the parties hereto on the 4th day of September 1925 (which MITSUI & COMPANY, LIMITED, of 31/33 Lime Street, London, E.C.3, executed on behalf of their Head Office, viz. MITSUI) and the License Agreement entered into between the said parties simultaneously with this Supplementary Agreement, WHEREBY IT IS DECLARED AND AGREED AS FOLLOWS:

1.

MITSUI shall, as sole agents in Japan of BURMEISTERS, always work to the best of their abilities to sell Diesel engines manufactured in Copenhagen by BURMEISTERS when they can not sell engines of BURMEISTERS design built by Kabushiki Kaisha Tama Zosensho under the License Agreement. In case Diesel engines of any other makes than BURMEISTERS are specified by any customer in the Territory, MITSUI have right to deal in such engines without obtaining Burmeisters' consent as stipulated in paragraph 3 of the Agency Agreement, but Mitsui shall pay Burmeisters for such dealing the royalty stipulated in Article 5, passage 2, part 4 of the License Agreement for dealing in Diesel engines of other design than Burmeisters' and Mitsui shall only quote those engines as an

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alternative to Kabushiki Kaisha Tama Zosensho's make of Burmeisters' design and Burmeisters' make.

2.

Both parties will try to continue the Agency Agreement at least during the period of the License Agreement.

3.

In case the Agency Agreement expires before the termination of the License Agreement due to notice from Burmeisters in accordance with Paragraph 11 of the Agency Agreement, Mitsui can after the expiration of the said Agreement deal, on commission basis only, in Diesel engines of other design than Burmeisters without payment of the royalties stipulated in article 5, passage 2, part 4 of the License Agreement for such dealing, except Diesel engines of other design which are dealt in directly or indirectly for the use of or installation executed by Kabushiki Kaisha Tama Zosensho or any concern affiliated with Mitsui, for which engines the said royalty must be paid under the terms of the License Agreement.

In case the Agency Agreement expires before the termination of the License Agreement due to notice from Mitsui in accordance with paragraph 11 of the Agency Agreement, Mitsui shall pay the royalty stipulated in the License Agreement without exception during the period of the License Agreement.

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4.

Mitsui shall in all cases when they buy, sell or deal in Diesel engines of other make or design than Burmeisters notify Burmeisters without delay regarding these transactions, and as far as possible furnish all informations regarding the respective contract and specifications.

5.

This agreement shall remain in force until the expiration of both the Agency Agreement and the Licese Agreement and shaal be subject to the arbitration clauses provided in article 10 of the License Agreement.

6.

This supplementary agreement is the final supplementary agreement and serves to replace the supplementary agreement entered into between the parties hereto on the seventh day of September 1928.

Of this agreement two (2) copies have been made out and exchanged between the parties.

Each of the parties concerned have to bear his costs in connection with the necessary stamping of this agreement according to the laws of his country.

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IN WITNESS WHEREOF the parties hereto have hereunder set their hands and seals.

JUNE 17, 1941. ✓

Mitsui Bussan Kaisha, Ltd.
R. Ishida .
Managing Director.

Tokio, October 8th 1941. ✓

S. H. Nyholm

This supplementary Agreement with License Agreement, which were duly signed by Mitsui Bussan Kaisha, Ltd., Tokio, on June 17th, 1941, are signed and sealed by me on behalf of Aktieselskabet Burmeister & Wain's Maskin - og Skibsbyggeri, Copenhagen, under lawful power of attorney received by me on October 6th, 1941 through the Regal Danish Legation, Tokio.

S. H. nyholm

Representative of
A/s Burmeister & Wain's
Maskin - og Skibsbyggeri.

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AGREEMENT this first day of November, 1939 between UNITED AIRCRAFT CORPORATION, a corporation organized and existing under the laws of the State of Delaware, United States of America, and having its principal place of business in the Town of East Hartford, State of Connecticut, United States of first part, and MITSUBISHI BUSSAN KAISHA, LTD. (also known in America as "Mitsui & Co., Ltd") a corporation organized and existing under the laws of the Empire of Japan, duly authorized to do business in the State of New York, United States of America, having its head office in the City of Tokyo and a branch office at No. 350 Fifth Avenue, Borough of Manhattan, City of New York in the said State of New York (hereinafter referred to as "Mitsui"), party of the second part,

W I T N E S S E T H,

WHEREAS by written instrument dated April 5, 1934 (hereinafter sometimes referred to as the "License") Hamilton Standard Propeller Company, a corporation organized and existing under the laws of the State of Delaware, United States of America having its principal place of business in the Town of East Hartford, State of Connecticut, United States of America, conferred, upon the terms and conditions, therein set forth, upon Mitsui, a license to manufacture, sell, lease and/or use propellers, for a more particular description of the terms of which license reference shall be had to said written instrument, and

WHEREAS United has succeeded to all the rights and duties of said Hamilton Standard Propeller Company under said agreement and

WHEREAS the parties deem it desirable to amend said agreement in certain respects,

N O W T H E R E F O R E :

In consideration of the premises and of the mutual promises and covenants hereinafter contained, it is hereby agreed as follows:

ARTICLE I

Section 1. Article I of said License is hereby amended by adding thereto the following paragraph to be lettered (i):

(i) The term "Affiliated Company of United" shall mean any corporation of which a majority of the outstanding share capital shall from time to time be owned or controlled by United and shall also mean any corporation which shall from time to time own a majority of the outstanding share capital of United.

Section 2. Article II, Section 2, Paragraph (a) of said License shall be amended to read as follows:

(a) That any manufacturer of aircraft engaged in business within the Licensed Territory and, subject to the consent of Mitsui, any dealer in aircraft engaged in business within the Licensed Territory shall have the right at any time or times to ship out of the Licensed Territory and to sell, lease and/or use outside the Licensed Territory complete aircraft manufactured within the Licensed Territory and equipped with one Licensed Propeller which shall have been manufactured by Mitsui within the Licensed Territory for each engine installed in such aircraft.

Section 3. Article II, Section 2, Paragraph (b) of said License shall be amended to read as follows:

(b) That any manufacturer engaged in manufacturing aircraft or aircraft engines within the Licensed Territory and, subject to the consent of Mitsui, any dealer in aircraft or aircraft engines engaged in business within the Licensed Territory shall have the right at any time or times to ship or take out, to sell, lease and/or use outside the Licensed Territory each engine having as part of its bona fide initial equipment one Licensed Propeller which shall have been manufactured by Mitsui.

Section 4. Article II, Section 2, Paragraph (c) of said License shall be amended to read as follows:

(c) Whenever any aircraft manufactured within the Licensed Territory having as part of its bona fide initial equipment one Licensed Propeller manufactured by Mitsui for each engine installed in such aircraft or any aircraft engine manufactured within the Licensed Territory having as part of its initial bona fide equipment one Licensed Propeller manufactured by Mitsui shall have been shipped or brought into any territory outside the Licensed Territory pursuant to any of the provisions of Paragraphs (a), (b) and (c) respectively of this Section 2, Mitsui, any manufacturer engaged in manufacturing aircraft or aircraft engines within the Licensed Territory, and, subject to the consent of Mitsui, any dealer in aircraft or aircraft engines engaged in business within the Licensed Territory shall have the right to ship into, sell or lease within such territory outside the Licensed Territory

- (i) such spare or replacement Licensed Propellers as may bona fide, properly and reasonably be required for use in connection with such aircraft or such aircraft engine, and
- (ii) such spare and replacement parts for such Licensed Propellers as may bona fide, properly and reasonably be required for use therein in connection with such Licensed Propellers,

and the owner, lessee or user thereof shall have the right to use such spare and replacement Licensed Propellers in connection with such aircraft or aircraft engines and to use such spare and replacement parts in connection with such Licensed Propellers, but not otherwise.

Section 5. Article II, Section 3, Paragraph (a) is hereby amended to read as follows:

(a) That United, any Affiliated Company of United, any manufacturer engaged in manufacturing aircraft outside the Licensed Territory and any dealer in aircraft engaged in business outside the Licensed Territory, shall have the right at any time or times to ship or fly into the Licensed Territory and to sell, lease and/or use within the Licensed Territory complete aircraft manufactured outside the Licensed Territory having as part of its bona fide initial equipment one Licensed Propeller which shall have been manufactured by United, or any Affiliated Company of United, or under license granted by United outside the Licensed Territory, for each engine installed in such aircraft; provided, however, that no such dealer may exercise such right without the consent of United, or, in cases where United shall have granted an exclusive license for the territory in which such dealer is engaged in business, the consent of such licenses.

Section 6. Article II, Section 3, Paragraph (b) of said License shall be amended to read as follows:

(b) That United, any Affiliated Company of United, any manufacturer engaged in manufacturing aircraft or aircraft engines outside the Licensed Territory and any dealer in aircraft or aircraft engines engaged in business outside the Licensed Territory shall have the right at any time or times to ship or bring into and to sell, lease and/or use within the Licensed Territory, each engine having as part of its bona fide initial equipment a Licensed Propeller which shall have been manufactured either by United, or by an Affiliated Company of United, or under a license granted by United outside the Licensed Territory; provided, however, that no such dealer may exercise such right without the consent of United, or, in cases where United shall have granted an exclusive license for the territory in which such dealer is engaged in business, the consent of such licenses.

Section 7. Article II, Section 3, Paragraph (e) of said License shall be amended to read as follows:

(e) That whenever any aircraft having as part of its bona fide initial equipment one Licensed Propeller manufactured outside the Licensed Territory by United, any Affiliated Company of United, or under a license granted by United outside the Licensed Territory, for each engine installed in such aircraft or any aircraft engine having as part of its bona fide initial equipment one Licensed Propeller manufactured outside the Licensed Territory by United, any Affiliated Company of United,

or under a license granted by United outside the Licensed Territory, shall have been shipped or brought into the Licensed Territory pursuant to any of the provisions of Paragraphs (a), (b) and (c) respectively of this Section 3, United or any Affiliated Company of United or any licensee under such license or any dealer in aircraft or aircraft engines engaged in business outside the Licensed Territory shall have the right to ship into, sell or lease within the Licensed Territory

- (i) such spare or replacement Licensed Propellers as may be bona fide, properly and reasonably required for use in connection with such aircraft or such aircraft engine, and
- (ii) such spare and replacement parts for such Licensed Propellers as may be bona fide, properly and reasonably required for use in connection with such Licensed Propellers,

Provided, however, that no such dealer may exercise such right without the consent of United, or, in cases where United shall have granted an exclusive license for the territory in which such dealer is engaged in business, the consent of such licensee, and the owner, lessee or user thereof shall have the right to use such spare and replacement Licensed Propellers in connection with such aircraft and aircraft engines and to use such spare and replacement parts in connection with such Licensed Propellers, but not otherwise.

ARTICLE II

Section 1. It is understood and agreed, since United has heretofore granted exclusive licenses to the following named licensees for the territory set after their respective names, viz:

- (a) The de Havilland Aircraft Company, Ltd. for the British Empire, except Canada;
- (b) Societe Francaise Hispano Suiza, for France;
- (c) Societe Anonima F.I.A.T., for the Kingdom of Italy and her colonies;
- (d) Junkers Flugzeug-Und-Motoren Werke, for Germany;
- (e) Svenska Aeroplan Aktiebolaget, for Sweden;
- (f) Panstwowe Zaklady Lotnicze, for Poland;

that the amendments hereinbefore set forth in Article I hereof shall confer no rights upon Mitsui to ship into said territories not conferred by said original license, nor shall said licensees have any rights by virtue of said amendments to ship into the Licensed Territory Licensed Propellers not conferred by said original license unless and until Mitsui has been notified by United that said licensee or licensees have executed similar amendments of their license agreements or that their license agreements have been terminated; and upon such notice said amendments shall be fully effective as to the licensee referred to in such notice, and the territory covered by the license of such licensee.

Section 3. Except as herein modified said original license agreement of April 5, 1934 between Mitsui and United's predecessor is hereby ratified and confirmed.

IN WITNESS WHEREOF the parties hereto have caused this instrument to be executed in duplicate by their duly authorized and empowered officers or representatives as of the day and year first above written.

November 1st, 1939

For and on behalf of
UNITED AIRCRAFT CORPORATION

(signed)

By Raycroft Walsh, vice President

For and on behalf of
MITSUI BUSSAN KAISHA, LTD.

By H. Yoshida (signed)