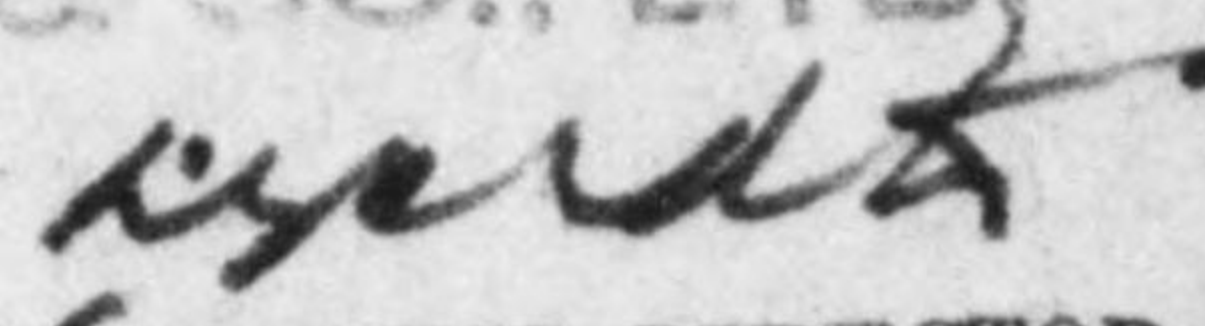


LIST OF FIRMS WITH WHOM WE HAVE
CONTRACTS FOR MANUFACTURING LICENSE.

Name of company	Particulars of contracts.	Main articles of manufacture
Area Regulators, Sweden.	As per attached copy of contract.	Steam Regulators & Desuperheaters.
Ekstrom Maskinaffar, Sweden.	" "	Brobeck Circulation System.
" "	" "	Svensson Chip Filler.
" "	" "	Jonsson Knot Screens.
" "	As per attached copy of letter	Salle Regulators
Allmanna Ingeniorsbyran, Sweden.	As per attached copy of contract.	Sintering plants.
AB. Industrimetoder, Sweden.	" "	Acid producing system
Aktiebolaget Kamyrr, Sweden.	" "	Kamyrr Bleaching system & Acid Treatment system.
" "	" "	Pulp Circulation & Transport pumps.
A.B. Ljungstroms Angturbin, Sweden.	" "	Ljungstroms Air Preheaters.
Northern Equipment Co., U.S.A.	" "	Alkali-chlorine system.
A.B. Rosenblads Patenter, Sweden.	" "	Spiral Heat Exchanger.
A.B. Superior, Sweden.	" "	Soot Blowers.
A.B. Syrefast Murning, Sweden.	" "	Acid proof mortar.
Yarnall-Waring Co., U.S.A.	" "	Steam Traps.
A.B. Vaporackumulator, Sweden.	" "	Ruths steam accumulator.



GADELIUS & CO., LTD.


 MANAGING DIRECTOR.

①

AGREEMENT between Aktiebolaget Arca Regulatorer, Stockholm, Sweden, owners of the letters patent for the Arca pressure regulators and steam-desuperheaters of the one part (hereinafter called "Arca") and Gadelius & Co. Aktiebolag, Stockholm, Sweden, on behalf of Gadelius & Co. Ltd., Tokyo, Osaka & Dairen, Japan, of the other part (Hereinafter called the "Licensees") in regard to the manufacture of the Arca apparatus in Japan.

- 1) Conditions: Only such Arca apparatus are to be manufactured by the Licensees in Japan for which it is not possible to obtain import permit.
- 2) Drawings: Arca agree to supply the Licensees with manufacturing drawings of their different types of apparatus, which drawings, however, remain the property of Arca and are to be returned to them when this agreement is cancelled.
- 3) Reports: Each order for Arca apparatus obtained by the Licensees to be manufactured in Japan is to be reported immediately by mail to Arca stating full specification, buyer's name and royalty amount.
- 4) Payment: Royalty amounts for the Arca apparatus are to be paid by the Licensees to Arca in accordance with attached lists of August 23rd 1938. Payment is to be made to Arca as soon as payment is received from the customer in Japan and shall be net, free of any taxes payable in Japan etc.
- 5) Trade Mark: The Licensees agree that before delivery to the customer in Japan each Arca unit shall be marked with the name "Arca".
- 6) Cancellation of agreement: This agreement can be cancelled by either party by three (3) months' previous notice.
- 7) Two copies of this contract are signed and exchanged by the two parties concerned.

Stockholm, September 6th, 1938.

AKTIEBOLAGET ARCA REGULATORER

Signed.

GADELIUS & CO. AKTIEBOLAG

Signed. R. Thune

Attached list of royalty amounts.

Royalty Amounts for Arca Regulators
manufactured in Japan under License

Pressure Regulators

<u>Type</u>	<u>Royalty</u>	<u>Type</u>	<u>Royalty</u>
ARS-W-8/25 mm	Kr. 95.-	ARS-W-30/25 mm	Kr. 105.-
" 38 "	100.-	" 38 "	110.-
" 50 "	110.-	" 50 "	120.-
" 65 "	120.-	" 65 "	130.-
" 80 "	130.-	" 80 "	145.-
" 100 "	140.-	" 100 "	165.-
" 125 "	160.-	" 125 "	185.-
" 150 "	180.-	" 150 "	215.-
" 175 "	205.-	" 175 "	250.-
" 200 "	235.-	" 200 "	295.-
" 225 "	270.-	" 225 "	350.-
" 250 "	310.-	" 250 "	405.-
" 300 "	420.-	" 300 "	580.-

Type: ARS-W-40 Royalty as for ARS-W-20 Plus 20%

Steam De-Superheaters

<u>Type</u>	<u>Royalty</u>	<u>Type</u>	<u>Royalty</u>
AOS	Kr. 100.-	AOB-2	Kr. 390.-
AOB-1	290.-	AOH-B-2/150 mm	280.-
AOH-B-1/80 mm.	205.-	" 175 "	290.-
" 100 "	210.-	" 200 "	310.-
" 125 "	225.-	" 225 "	330.-
" 150 "	235.-	" 250 "	345.-
" 175 "	250.-	" 300 "	370.-
" 200 "	270.-	" 350 "	295.-
" 225 "	285.-	" 400 "	430.-
" 250 "	305.-	" 450 "	470.-
" 300 "	325.-	" 500 "	550.-
" 350 "	350.-	" 550 "	585.-
" 400 "	380.-	" 600 "	655.-
" 450 "	420.-		
" 500 "	465.-		
" 550 "	520.-		
" 600 "	585.-		

The Royalty Amounts are given in Kronor (Swedish Crowns.)

Stockholm, 23 Aug., 1938.

(12)

License Agreement between A/B. A. Ekstroms Maskinaffar, Stockholm, Sweden, holders of the worlds-license for the Brobeck circulation systems for digesters, on the one part (hereafter called the "Licensor") and Gadelius & Co. Ltd., Tokyo, Osaka & Dairen, Japan, on the other part (hereafter called the "Licensees").

1. The Licensers appoint the Licensees as their Sole Representatives for Japan with Dependencies as well as for Manchoukuo for the sale and introduction in said territories of the Brobeck circulation system for digesters.
2. The Licensees have to pay the Licensers a license of 25% on the Cif value of each Brobeck system delivered or installed by them in the above mentioned territories.
3. This agreement is to remain in force until the end of 1943 with mutual right of termination after that time with six months' notice.

Two copies of this contract have to-day been signed and exchanged between the parties concerned.

STOCKHOLM, September 9th, 1938.

AKTIEBOLAGET A. EKSTROMS MASKINAFFAR

Signed:

GADELIUS & CO. LTD.

Signed: R. Thune

License Agreement between AB. A. Ekstroms Maskinaffar, Stockholm, Sweden, holders of the worlds-license for the Svensson chip filling system for digesters, on the one part (Hereafter called the "Licenser") and Gadelius & Co. Ltd., Tokyo, Osaka & Dairen, Japan, on the other part (hereinafter called the "Licensees")

1. The Licensers appoint the Licensees as their Sole Representatives for Japan with Dependencies as well as for Manchukuo for the sale and introduction in the said territories of the Svensson chip filling system for digesters.
2. The Licensees have to pay the Licensers a license of £62.5 per 100 m³ of digesters net volume for each Svensson filling system delivered or installed by them in the above mentioned territories.
3. This agreement is to remain in force until the end of 1943 with mutual right of termination after that time with six months notice.

Two copies of this contract have to-day been signed and exchanged between the parties concerned.

STOCKHOLM, September 9th, 1938.

AKTIEBOLAGET A. EKSTROMS MASKINAFFAR

Signed:

GADELIUS & CO. LTD.

Signed: R. Thune

By and between Gadelius & Co. AB, Stockholm, hereinafter referred to as "GADELIUS", and AB A. Ekstroms Maskinaffar, Stockholm, and Mr. Nils W. Jonsson, Obbola, both hereinafter referred to as "EKSTROMS" the following agreement is entered into.

1). EKSTROMS hereby grants to GADELIUS the exclusive right and license to make, use and sell in Japan coarse screening machines, in EKSTROMS sales program specified as the type F2 with screen plates with round holes, according to the invention described in the Japanese Letters Patent No.129547/38. This right to make, use and sell such screening machines is only valid for Japan itself and for no other country. It is not valid for Manchukuo. As long as this contract remains in force GADELIUS agree to use its best efforts to sell the screening machines included in the agreement and not to make, use or sell any competing vibrating screening machines in Japan.

2). GADELIUS agrees to pay to EKSTROMS as royalties hereunder the sum of Nineteen Hundred and Seventy Swedish Crowns (Sw. Cr. 1970:-) for each coarse screen made and sold hereunder. This royalty to be valid for the above specified type of screening machines sold by EKSTROMS; in the event that new machine types of considerably higher production and/or selling value should be constructed and brought upon the market by EKSTROMS; and manufactured by GADELIUS a correspondingly higher royalty would have to be paid. If the parties should not come to an agreement about said royalty the matter is to be settled as per paragraph 7. For the right to make, use and sell the said screening machines GADELIUS has further to pay to EKSTROMS the sum of Swedish Crowns Nineteen Thousand and Seven Hundred (Sw.Cr. 19,700:-). This sum to be payable in parts with Swedish Crowns Sixhundred and Fiftysix & 66/100 (Sw.Cr.656:66) at the sale of each screen made and sold hereunder until thirty screens are sold.

3). The royalties provided in paragraph 2 shall be payable immediately at the sale of each screen in Swedish Crowns in bank in Stockholm.

4). GADELIUS agrees that it will keep clear, full and accurate records of sales of licensed apparatus, which records shall be open to the inspection of any duly appointed representative of EKSTROMS at all reasonable times, and will render to EKSTROMS on the thirtieth days of January, April, July and October of each year during the life of this agreement, a sworn statement showing the number of licensed machines sold by GADELIUS during the last period, and the amount payable to EKSTROMS for did period under the terms of this agreement.

5) EKSTROMS shall put to the disposal of GADELIUS the necessary construction drawings and instructions for the manufacturing of the screens under this contract.

6) This agreement shall be in force until the end of 1944, and both parties shall thereafter have the right to terminate the agreement at the end of any calendar year by written notice mailed within thirty (30) days from the end of such year. GADELIUS agrees not to make, use or sell within three (3) years after the termination of this contract vibrating screening machines competing with those included in this contract.

7) All disputes arising in connection with the present contract shall be finally settled under the Swedish Law of Conciliation Arbitration of June 14th 1929.

This agreement is written in three copies and signed by the parties:

AKTIEBOLAGET A.EKSTROMS MASKINAFFAR. GADELIUS & CO. AKTIEBOLAG

By _____

By _____

TOKYO

STL.No.1037

28/7-41.

EL-1
U/KE

EKSTROMS -

Manufacture of Sall regulators in Japan.

With reference to TSL.No.9607 we beg to confirm that the Makers are willing to accept the following terms in regard to a Japanese manufacture of the Sall regulators to be sold in Japan and Manchoukuo /Makers letters of 8/7, 10/7 & 24/7/:

- 1/ For each Sall regulator sold a license of Sw. Kronor 400:- is to be paid /usual comm. included/, but the license will be converted into Yen as per paragraph No.2.
- 2/ The license amounts due until further to be deposited in a Japanese bank for Makers account in Yen half-yearly at the rate of exchange valid when respective regulator is sold. The license sums will be remitted to Makers as soon as Gadelius get a remittance permit.
- 3/ In January respectively July each year Gadelius shall send a list of deliveries made stating the names of the buyers as well as a statement of accounts.
- 4/ Makers will supply Gadelius with all information required for the manufacture.
- 5/ Makers undertake to examine Gadelius installation drawings, if desired.
- 6/ Should Gadelius want makers to make installation drawings and schemes, Gadelius would have to pay extra for this work.
- 7/ The offer is valid until December 31st 1945 and can then be terminated with 1 year's notice given by either party.

Kindly notice, that in STT.No.295/2 enclosed we have calculated with a rate of exchange of 1.- Yen equal to 1:- Sw.Gr.

Awaiting your further information with intrest we are

G. & Co. AB., Stockholm.

STT.No.295/2

T O S

Air mail copy for Osaka sent to Tokyo.

(10)

TranslationAGREEMENT

between Messrs. Allmänna Ingeniorsbyran
H.G.Torulf, Stockholm, and Messrs.
Gadelius & Co., Stockholm and Tokyo & Kobe.

1.

Ingeniorsbyran engage Gadelius on the terms given in this contract as sole representatives for Japan and China for exploitation of the sintering system A.I.B. This system is patented in Japan under pat. No.50880, and further 4 patents have been applied for relating to the system, charging device, ignition apparatus and fan arrangement. This agreement covers also such future patents as well as any additional or new patent relating to the sintering system of Ingeniorsbyran, during the validity of this agreement. This agreement covers also Ingeniorsbyran's not patented special construction for sintering.

2.

Gadelius undertake to work energetically for the introduction in Japan and China of Ingeniorsbyran's sintering system through 1) propaganda pamphlets and engineering calls at prospective plants 2) making preliminary designs for sintering plants and 3) giving customers service consultations and supervising starting up of sintering plants, and are all expenses incurred hereby to be borne by Gadelius.

Ingeniorsbyran undertake to furnish Gadelius with 1) full particulars regarding the sintering system 2) Lay-out drawings in scale 1:100 or 1:500 of sintering plants, 3) detailed drawings of sintering machinery viz. pans with pipe connections and valves, charging devices, fans, ignition apparatus and filtering device. Ingeniors byran further undertake to place expert at disposal, whenever necessary, according agreement from case to case, for consultation and starting up of sintering plants in Japan; and to make are sintering tests at their pilot plant in Sweden at self cost.

3.

The license for utilization of Ingeniorsbyran's patents and constructions, drawings in scale 1:100 or 1:50 and design and consultation will be charged as below:

Plant designed for	License etc.
100 tons sinter per 24 hours	¥20,000:-
200 " " " "	¥33,000:-
300 " " " "	¥45,000:-
400 " " " "	¥55,000:-
500 " " " "	¥65,000:-

Of said amounts 25% is for Gadelius obligations according paragraph 2, and remaining 75% shall be paid to Ingeniorsbyran.

If a higher price than above is obtained the excess to be equally divided viz. Gadelius 50% and Ingeniorsbyran 50%.

4.

Ingeniorsbyran undertake to furnish complete building drawing (for iron or concrete) for the sintering plants and buildings according special agreement from case to case.

Of the fee charged in such cases 50% shall be for account of Gadelius and remaining 50% for Ingeniorsbyran.

5.

Gadelius take the responsibility that Ingeniorsbyran's confidential drawings or copies thereof of machinery are not given out to third person without written approval from Ingeniorsbyran, and Gadelius guarantee not to avail themselves of Ingeniorsbyran's sintering system or drawings and constructions relating thereto after the expiration of this agreement.

6.

This agreement is valid for a period of 2 years and is prolonged

for 1 year at a time, provided written notice of cancellation has not been given by either party at least 6 months before expiration.

7.

Gadelius undertake to keep Ingeniorsbyran fully informed regarding their work in regard to sintering a in Japan and China, and shall soonest possible report all contracts for sintering plants or machinery entered into by Gadelius.

Gadelius undertake further not to work for any other briquetting method for or but the Ramen briquetting method.

8.

Ingeniorsbyran undertake to sell to Gadelius necessary sintering machinery. Gadelius shall, however, have the right to buy sintering machinery from manufacturers outside Europe, and Ingeniorsbyran shall in such cases furnish Gadelius with the detailed drawings according paragraph 2, and Ingeniorsbyran shall be entitled to a commission of 5% of the manufacturer's price, to be paid them by Gadelius.

Two copies of this agreement have been signed and exchanged between the signatories.

Stockholm, April 15th 1926

(Sign.)
As in Swedish

(Sign.)
As in Swedish.

(13)

License Agreement between A/B.Industrimetoder, Stockholm, Sweden, holding of the worlds-license for the Haglund acid producing system, on the one part /hereafter called the "Licenser"/ and Gadelius & Co.Ltd., Tokyo, Osaka & Dairen, Japan, on the other part /Hereinafter called the "Licensees"/.

1. The Licensers appoint the Licensees as their Sole Representatives for Japan with Dependencies as well as for Manchukuo for the sale and introduction in the said territories of the Haglund system.
2. The Licensees have to pay the Licensers a license of £ 12.-/- per ton capacity per 24 hours of unbleached pulp by the Mill using the Haglund system.
3. This agreement is to remain in force until the end of 1943 with mutual right of termination after that time with six months notice.

Two copies of this contract have to-day been signed and exchanged between the parties concerned.

STOCKHOLM, September 9th, 1938.

AKTIEBOLAGET
INDUSTRIMETORDER
(Signed) _____

GADELIUS & CO. LTD.
(Signed) _____

⑨

License Agreement between Aktiebolaget Kamyr, Karlstad, Sweden, holders of the worlds-license for the Kamyr bleaching & acid treatment system for pulp mills, on the one part (hereafter called the "Licensor") and Gadelius & Co. Ltd., Tokyo, Osaka & Dairen, Japan, on the other part (hereafter called the "Licensees").

1. The Licensers appoint the Licensees as their Sole Representatives for Japan with Dependencies as well as for Manchukuo for the sale and introduction in the said territories of the Kamyr system for pulp mills.
2. The Licensees have to pay the Licensers a license of 1 Sw.Cr. per ton of the yearly capacity for each Kamyr system delivered or installed by them in the above mentioned territories.
3. This agreement is to remain in force until the end of 1943 with mutual right of termination after that times with six months' notice.

Two copies of this contract have to-day been signed and exchanged between the parties concerned.

STOCKHOLM, September 9th, 1938.

GADELIUS & CO., LTD.

(Signed) _____

(Signed) _____

C O N T R A C T

Between Messrs. Gadelius & Co. A/B., Stockholm, as representatives for Messrs. Gadelius & Co. Ltd., Tokyo, below called GADELIUS of the first part and Messrs. Aktiebolaget Kamyrr, Karlstad, below called KAMYR of the second part have the following agreement been concluded.

Par. 1.

Kamyrr transfers to Gadelius the Sole manufacturing rights on the Japanese market (Japan and its dependencies and Manchukuo) of all their constructions of Kamyrr circulation pumps and transport pumps for mechanical or chemical pulp, in the following called pumps.

The agreement includes Kamyrr's present designs and constructions of pumps and those which Kamyrr will have to dispose over during the validity of the contract and all improvements and alterations which may be made during the time this agreement is in force.

Kamyrr will not either directly or indirectly compete with Gadelius with similar pumps on the mentioned market.

Par. 2.

Gadelius will in best possible and business-like way try to introduce the pumps on the above mentioned market and will not take any interest in pumps competing with those of Kamyrr.

Gadelius will sell the pumps for their own account and has the right to buy all details belonging to the pumps from wherever Gadelius want, also from Kamyrr's.

Par. 3.

In order to facilitate Gadelius' work for selling and manufacture Kamyrr will supply Gadelius at their request with the following drawings of each standard size and type of Kamyrr pumps:

- 1 set sepia negatives
- 1 " white copies

both with English text.

The copies will include complete detail drawings with necessary instructions for the manufacture of all Kamyrr newest standard types pumps made from common metal as well as from acid proof steel or bronze or made rubberlined.

For further copies Gadelius will have to pay Kamyrr's selfcost.

Kamyrr will place all their experience of pumps to the

disposal of Gadelius and advise Gadelius regarding mounting a.s.c. of the pumps.

For the assistance of Kamyr's engineers and work of drawing in excess of what is mentioned above, and which may be specially requested by Gadelius they will have to pay Kamyr their selfcost.

Gadelius bind themselves to treat Kamyr's drawings and instructions as business secrets and must not make them known to their party excepting what is necessary for the sale and manufacture of the machines.

Gadelius bind themselves not to sell or manufacture pumps for other markets than mentioned in this agreement without Kamyr's consent.

In case Gadelius should arrange with other works to manufacture pumps or details of pumps Gadelius must in regard to those works take such necessary precautions as before-mentioned.

Par. 4.

As compensation for the mentioned right of use transferred to Gadelius, Gadelius will pay to Kamyr

a sum once for all of U.S. \$5,000.-,

which was paid on March 18th 1940 and

a license fee of 10%

for every Kamyr pump or part of pump, which Gadelius will sell on the above mentioned market and which is not bought by Gadelius from Kamyr's works.

The license fee is to be paid in Swedish Crowns based on the price list free factory packing excluded, which at the selling moment is used by Kamyr for export sales of such pumps. Kamyr shall keep Gadelius posted about the prices valid.

Gadelius in Japan credit Kamyr half of the license fee when an order is placed and the remainder when the pump is delivered to the customer in Japan.

Settlement of license fees credited shall be effected on the 30th June and 31st December and Gadelius in Japan shall do their utmost in order to try to obtain from the Japanese Government soonest possible thereafter remittance permits for the sums due to Kamyr.

Par. 5.

This contract shall be in force up to and including

March 15th 1950 and is renewed one year at a time provided it should not be annulled at 6 months' notice.

When the contract terminates Gadelius' right to use Kamyrs' constructions and experience terminates but Gadelius has right to effect orders on hand against payment of above mentioned license fee.

STOCKHOLM, March 15th, 1940.

KARLSTAD, March 15th, 1940.

P.P. A. B. KAMYR

GADELIUS & CO. AKTIEBOLAG

(Signed) _____

(Signed) _____

FA/AP
10 copies.
26.1.1928.

(14)

Agreement between Aktiebolaget Ljungstroms Angturbin of Stockholm, owners of the Letters-Patent and applications for Patents enumerated in the annexed list for the Air Preheaters "System Ljungstrom", of the one part /hereinafter called Ljungstroms/ and Messrs. Gadelius & Co. Ltd. of Tokio, of the other part /hereinafter called Gadelius/.

Par. 1.

License.

Ljungstroms hereby grant to Gadelius upon the terms and conditions and with the limitations hereinafter set forth for a period of 15 years from the date of this contract the exclusive rights to manufacture and sell for use in Japan and territories the Air Preheater "System Ljungstrom" in accordance for the inventions covered by the Patents and applications for Patents specified in list annexed and signed as relative hereto for stationary boilers but not for other purposes.

Par. 2.

Territory and License for Parts.

Gadelius agree not to manufacture, have manufactured or sell Air Preheaters or parts of the same in accordance with said inventions in any country or countries other than Japan and territories without the written consent of Ljungstroms. Gadelius further agree not to supply any Ljungstrom Air Preheater or parts of the same without having obtained evidence that these are intended solely for use in Japan and territories, and that they will not supply parts of the Air Preheaters except those to be used in Air Preheaters delivered and installed by them in Japan and territories.

Sub-Licenses.

Par. 3.

Gadelius have the right to give a sub-license or sub-licenses for the manufacture and sale of the Ljungstrom Air Preheater to other firm or firms on the condition that the Air Preheaters are for use only in Japan and territories and on the condition that all stipulations in this contract are valid for the sublicensees. No sublicense may be sold for less than Swedish Crowns 65.000:- aplece without Ljungstroms consent.

If Gadelius receive cash payment for sold sub-license or sub-licenses Ljungstroms shall be paid firstly 50.000:- Swedish Crown of the amount obtained by Gadelius. Of the amount exceeding 50.000:- Swedish Crowns Gadelius shall have the right to retain 100.000:- Swedish Crowns. The amount exceeding 150.000:- Swedish Crowns, paid for sub-licenses sold by Gadelius, shall be divided in such a manner that Ljungstroms receive two thirds and Gadelius one third of this amount.

If a manufacturing contract is concluded giving Gadelius a cash sum, this contract has to be considered as a sub-license. This, however, does not apply to

a temporary agreement as to orders for a certain manufacture for the use of this manufacturer himself, though the approval of Ljungstroms has to be obtained.

Above mentioned payments have to be made immediately to Ljungstroms and as the amounts are received by Gadelius.

Technical Assistance.

Par. 4.

Ljungstroms agree to place at the disposal of Gadelius during the continuance of this Agreement blue prints of their principal drawings for the Preheater, and also blue prints of their drawings of tools and machines which are necessary for the manufacture of separate parts of the Air Preheater, and also to supply Gadelius, at the Ljungstrom offices, with their principal technical data and experience, especially such as can be communicated by means of copies of calculations, curves, reports and test results in connection with construction, tests and operation of the Air Preheater, Gadelius agree to supply Ljungstroms from time to time and free of charge with similar information, especially as regards technical data and experience, and also with drawings of alterations and improvements that may be made by them, Gadelius further agree to supply, on demand and free of charge, one set of blue prints of the working drawings of each prevailing type of Air Preheater they have manufactured, and of the different installation drawings that may have been made in connection with the manufacture thereof.

Improvements.

Par. 5.

The parties hereto mutually agree that should either party develop useful improvements or methods for the manufacture of the Ljungstrom Air Preheater, such party shall be bound forthwith to inform the other party of such improvement whether it be patented or not, and Gadelius shall be entitled, during the continuance of this agreement, to make use in Japan and territories of such improvements free of charge. Ljungstroms and any other person to whom they may communicate the right shall also be entitled to employ and use such improvements in Japan and territories for any purpose other than for stationary boilers and in any of the other countries of the world for any purpose whatever free of charge.

Sale and Manufacture.

Par. 6.

Gadelius agree to do their utmost to introduce the use of the Lungstrom Air Preheater, diligently and continuously to exert their best efforts to create a demand therefore, and to increase and extend the sale and manufacture of Air Preheaters "System Ljungstrom" and to manufacture of Air preheaters in accordance with Ljungstroms drawings instructions and method of manufacture and to arrange for manufacture of the preheaters generally in the manner outlined by Ljungstroms. Further, Gadelius agree not to sell, manufacture, or cause to be sold or manufacture, Air Preheaters of any other system than Ljungstroms, during the continuance of this Agreement or during a period of three years after the termination of this Contract.

Gadelius agree to have in their employ an engineer, approved by Ljungstroms, who has to devote his time exclusively to the exploitation of the Air Preheater.

Should during the year 1929 or any following year during the period the license remains in force, the sales of Air Preheaters not amount atleast to 200.000 Swedish Crowns, Ljungstroms shall have the right to place one of their sales engineers in charge of Gadelius Japanese Air Preheater sales organization. However, the selection of the engineer in question has to be made in concert with Gadelius.

Access to Works.

Par. 7.

Gadelius agree that during the continuation of this agreement they will be permit or arrange for Ljungstroms to visit the plant and works at which Air Preheaters may be manufactured for use in Japan and territories, at all reasonable times, and to see, examine and watch the operations and processes there carried on in connection with the manufacture of Air Preheaters under this Agreement. Further Gadelius agree to assist Ljungstroms and other interested persons, so as to enable them to examine the installed plant.

Maintenance of Patents.

Par. 8.

All costs for maintaining present and future Letters Patent and for obtaining new Letters Patent relative to the Ljungstrom Air Preheater and within the time this Contract is valid will be advanced by Ljungstroms and charge to Gadelius account.

Infringements and Protections of Patents.

Par. 9.

Gadelius agree not to dispute the validity of any Letters Patent herein or any future Letters Patent relative hereto. Gadelius also agree forthwith to communicate to Ljungstroms every infringement of Letters Patent as well as of any future Letters Patent and ingerference of any nature with applications for Letters Patent that may come to their knowledge. If it comes to Ljungstroms' knowledge that any-body is infringing on existing Letters Patent or future Letters Patent, Ljungstroms have the right, if they so consider advisable, to start legal proceedings and all expenses relative to such legal proceedings are to be divided equally between Gadelius and Ljungstroms. If Ljungstroms do not consider it advisable to take legal action, Gadelius have the right to take such action but in such case Gadelius have to pay all expenses in connection with such legal action.

Cash Payment and Royalty.

Par. 10.

In consideration of the rights granted by Ljungstroms under this Agreement, Gadelius agree to pay to Ljungstroms a cash payment of:

Sw. Crowns 50.000 at the signing of this Agreement and
" " 50.000 on the 31st of December 1928.

Further Gadelius agree to pay to Ljungstroms royalties on each Air Preheater installation "System Lungstrom" manufactured by Gadelius or their sub-licensees as follows:

- On Preheaters with integral fans 10%
- On Preheaters with separate fans 12%
- On Spare Parts for Preheaters 10%

The royalty is to be calculated on the sales price of the complete Air Preheater including driving arrangement of fans and rotor, provided such driving arrangements are made according to Ljungstroms' design but exclusive of electric motors, steam turbines or reciprocating engines for driving fans or rotor, and freight, packing, erection, piping, duct work and such other miscellaneous charges.

Royalties shall be paid in the same currency as that in which payments are received by Gadelius and payments shall be made during the beginning of each month on payments received by Gadelius during the previous month. Royalties shall be paid to Ljungstroms in Stockholm free of any tax in Japan and territories.

Royalties shall also be paid for Air Preheaters which though not actually sold are let out on terms of hire or are made use of in any other way. The price on which royalties on such Air Preheaters are to be calculated shall be based on list selling prices of such Preheaters. Should these Preheaters be afterwards sold at that price and royalties paid thereon no further royalties shall be paid. If, on the other hand, the Air Preheaters in question should be sold at a higher price, the royalties shall be paid on the excess amount. There shall, however, be no restitution of royalties that have once been paid.

Par. 11.

Fixing of Prices.

Prices of each Air Preheater installation tendered are subject to approval of Ljungstroms and should, for the purpose of a correct estimate of the royalty to be paid for same, be fixed independently of any work or deliveries made under the same tender or contract, and independent of such other work and deliveries according to correct conditions of manufacture and delivery in each separate case prevailing at the time and place of such delivery. Should the introduction of such separate price in the tender be considered as inconvenient under the circumstances, the price of the Air Preheater plant shall be estimated to the satisfaction of Ljungstroms.

Gadelius bind themselves not to make any price convention with competing Air Preheater manufactures or sellers without Ljungstroms' approval.

Par. 12.

Delay of Payments.

Payments may not be delayed. Should there occur in spite of this stipulation a delay in the payment of sums fallen due, and should this delay extend beyond one month, Gadelius shall pay interest at the rate of 6 / six / percent per annum from the date on which the payment in question was due plus any loss which Ljungstroms may sustain in consequence of the delay in making the said payments arising from any adverse fluctuation in the rate of exchange which may have taken place in the interval.

Par. 13.

Records.

During the continuance of this Agreement, Gadelius shall keep true and must accounts of all Air Preheaters

and parts of Air Preheaters which they have manufactured 5. under this license, and which they have delivered, lent or let out on hire, put to use or notified to the customer as ready. Those shall be entered in a particular book, wherein there shall be written the number of manufacture, capacity and other principal particulars of each Air Preheater manufactured, together with the name and address of the purchaser, as well as the date on which the Air Preheater was sold, lent or let out on hire and delivered from the works, or the date on which the Air Preheater was placed at the disposal of the customer together with the dates of payments. There shall be sent to Ljungstroms monthly extracts of this record, containing all the details necessary for checking the amounts that have fallen due the preceeding month for payment. On the request of Ljungstroms, extracts from above particular book shall be supplied duly verified by a Chartered Accountant appointed by Ljungstroms.

Name Plate.

Par. 14.

Gadelius agree that before shipment from the manufacturing plant each Air Preheater will have affixed thereto in a conspicuous position an approved name plate on which shall be cast or engraved the number of the manufacture of the Air Preheater together with the words "System Ljungstrom" as well as the name of Gadelius. In order to protect the patents each Preheater shall be marked in such way as the patent laws of the country of destination specify or recommend. No Air Preheater may be sold or parted with without being provided with such name plates.

Default of Payment and Breach of Contract.

Par. 15.

Should Gadelius during the continuance of this Agreement, in spite of reminder in writing, make default in apyment for three calendar months of any royalties or other moneys payable by them under this Agreement, or if they should, in spite of reminder in writing, fail to fulfil the conditions of the Agreement within a respite period fixed by Ljungstroms, but which respite period shall not be less than three calendar months, or should Gadelius to into liquidation - unless such a step be taken for the purpose of reconstruction or of amalgamation with any other Company which takes over the benefits and assumes the liabilities arising under this Agreement - Ljungstroms shall be entitled to annul this Agreement by notice in writing to Gadelius, and the Contract shall thereupon terminate accordingly, but without prejudice to the rights or liabilities of either party.

Reports.

Par. 16.

Gadelius bind themselves to send Ljungstroms reports regarding the following items:

1. a) Monthly royalty statements according to Par. 13.
b) Preheaters started during the previous month and copies of as well preliminary as final tests.
2. a) Quarterly list of spare parts and replacement cost.

- b) General experience relative to as well the mechanical working of the preheaters as the effect of preheated air on different stokers and with different fuels. All difficulties which may be experienced shall be reported on in detail.

Par. 17.

Termination
of License.

If, on the expiration of the period of fifteen years mentioned in Paragraph 1. hereof, either party should wish to bring this Agreement to an end on the expiration of the said period of fifteen years, they shall be entitled to do so, but, in that event, they shall be bound to give to the other party twelve months previous notice in writing of their intention to terminate the same, and failing to give such notice, this Agreement shall continue in force, on the same terms and conditions for another year and so on from year to year, until twelve months written notice be given by the party wishing to terminate the Agreement to the other party hereto.

The termination of the License shall not prevent Gadelius from delivery, subject to the terms of this Agreement, any Air Preheater or parts thereof ordered before, and not delivered at the expiration of the License. Royalties shall also be paid for such Air Preheaters or parts thereof.

Arbitration.

Par. 18.

Any dispute which may arise between Ljungstroms and Gadelius as to the interpretation of this Agreement, or in regard to the fulfilment thereof, or in relation hereto in any way, shall be referred to Sveriges Tekniskt Industriella Skiljedomsinstitut for decision and such decision shall be final and binding on both parties without further recourse.

The cost of the arbitration has to be carried by the parties in accordance with the decision of the Court of Arbitration.

In Witness whereof finally approved:

December 31st, 1927.

GADELIUS & CO., LTD.

(Signed) _____

AKTIEBOLAGET LJUNGSTROMS ANG.

(Signed) _____

15

AGREEMENT

- A. Northern Equipment Co. Erie, Pa. owners of the COPES patents herewith grant Gadelius & Co. Ltd., Tokyo the right to manufacture and sell in Japan regulator equipments in accordance with Northern Equipment's present and/or future design and construction.
- B. For the above right Gadelius shall pay Northern Equipment a royalty of 5% and for specialized engineering information and consultation a service charge of 7 $\frac{1}{2}$ % of Gadelius' selling price.
- C. When Gadelius selling price includes transportation outside Japan proper or cost for supervision of erection the price subject to royalty shall be Gadelius selling price less the cost for such transportation or supervision.
- D. The payment of said royalty shall be due 3 months after corresponding equipment is ordered.
- E. The royalty and service charges shall be remitted tax free in U.S.\$ at the rate of exchange current, when order for corresponding equipment is received.
- F. Northern Equipment shall as long as this agreement is in force have one capable engineer placed at Gadelius disposal to supervise the manufacture.
- G. The salary for this engineer and traveling expenses for him with family to and from Japan shall be solely for Gadelius account.
- H. Northern Equipment shall have the right to make investments in the shop Gadelius have under construction for making equipments of Northern Equipment's design and construction or to organize a joint company together with Gadelius for the same purpose.
- I. Gadelius has the right to sell the equipments manufactured in Japan under this agreement in Japan and Manchukuo.
- J. This agreement shall continue in full force and effect as long as Gadelius manufactures and sells in Japan, either directly or through others, equipments of Northern Equipment design and construction.

GADELIUS & CO., LTD.

Northern Equipment Co.

(Signed) _____
Tokyo, 28th February 1940. ✓

By _____
Date Apr. 5, 1940. ✓

20A

AGREEMENT

Between S.A. Sindicato Cellulosa Pomilio of Rome, Italy (hereinafter called "Pomilio" only) and Gadelius & Co., Ltd., of Tokyo, Osaka, and DAIREN (hereinafter called "Gadelius" only) it is hereby agreed as follows:

1.

Pomilio appoint Gadelius their sole agent in Japan with Dependencies and Manchukuo for the purpose of handling all business relating to the Pomilio alkali-chlorine system of making cellulose.

2.

Gadelius agree to work energetically for the introduction of the Pomilio system in the countries mentioned in 1, and not to work for any similar competing alkali-chlorine system.

3.

Pomilio agree to hand over to Gadelius any direct inquiry they may receive from the countries mentioned in 1.

4.

Pomilio agree to hand over to Gadelius all necessary technical data as well as detailed manufacturing drawings of apparatus required to build plants according to the Pomilio system.

The drawings remain the property of Pomilio, and shall be returned to them at the termination of this Agreement.

Gadelius agree to keep information and drawings confidential and not to hand them over to any outsiders.

The net license to be paid to Pomilio for using the Pomilio system shall be as follows:

At a calculated output of pulp of

50 tons	/24 hours	U.S.\$100,000.-
100 "	/ " "	" 150,000.-
150 "	" " "	" 200,000.-

2.

At intermediate outputs the license shall be calculated in proportion to above.

No royalty per ton of pulp is to be paid in addition to this license.

6.

The license stated in 5 shall be paid as follows:

- 50% when contract signed with client.
- 30% when factory started, but not later than 12 months after the first payment.
- 20% 3 months after starting, but not later than 15 months after the first payment.

7.

Gadelius shall make necessary application to the Japanese Government for remitting the license amounts to Pomilio when due.

In case the required permit should not have been obtained within 3 months after due date for payment, as stated in 6, Gadelius shall deposit the license amounts with a Japanese Bank, subject to Government permit, in the name of Pomilio, whereafter these amounts are for Pomilio's account.

8.

The machinery required for the Pomilio system is intended mainly to be built in Japan according to Pomilio's drawings.

In case some special machine or apparatus should have to be imported, Pomilio agree to supply such machines or apparatus from abroad, if possible, at their cost price + 10% delivered free factory.

9.

All costs for applying and maintaining present or future patents in Japan and Manchukuo within the period of validity of this Agreement shall be paid by Gadelius. Gadelius agree to assist Pomilio to obtain and maintain patents on the Pomilio system.

Present patent applications are according to Appendix 1 of this Agreement.

10.

This agreement shall be valid for 6 months from the date of signing.

As soon as Gadelius have received an order for a Pomilio plant or an essential part thereof this Agreement shall automatically be valid for 2 years from the date of signing. Thereafter it will continue to be in force with 3 months' notice, in advance, from either party.

In case Gadelius should not be able to develop the business so that reasonable prospects of order can be proved within 6 months from the date of signing this Agreement, Pomilio shall have the right directly to approach clients in Japan with Dependencies and Manchukuo, after having given due notice to Gadelius of their intention to do so. In such a case, however, Gadelius shall be entitled to continue and complete the negotiations that they may already have started with their customers, subject to satisfactory explanations being given to Pomilio for approval.

11.

Any dispute about the correct interpretation of this Agreement shall be subjected to arbitration whereat each party appoints one trustee and these two appoint a third trustee to serve as arbitrators. The decision of these arbitrators shall be final and binding for both parties.

12.

In order to sign this Agreement and to carry out their part of the obligations, Pomilio have given full powers to Dr. Ernesto Salvatore according to their letter of July 30th, 1940, and telegram of October 23rd, 1941, copies of which are attached to this Agreement (Appendix II & III).

13.

This Agreement has been made out in 4 signed copies, 2 of which have been given to Dr. Salvatore for handing to Pomilio, and 1 of which has been taken by Gadelius and Dr. Ernesto Salvatore, each respectively.

TOKYO, October 27th, 1941.

For S.A. Sindicato Cellulosa
Pomilio:

(Signed) _____

GADELIUS & CO., LTD.

(Signed) _____

(16)

License Agreement between AB. Rosenblads Patenters, Stockholm, Sweden, holders of the worlds-license for the Rosenblad spiral heat exchanger, on the one part /hereafter called the "Licensor"/ and Gadelius & Co. Ltd., Tokyo Osaka & Dairen, Japan on the other part /hereafter called the "Licensees"/.

1. The Licensers appoint the Licensees as their Sole Representatives for Japan with Dependencies as well as for Manchukuo for the sale and introduction in the said territories of the Rosenblad spiral heat exchanger.
2. The Licensees have to pay the Licensers a license of 50 Sw.Crs. per m² heating surface for each Rosenblad heat exchanger delivered or installed by them in the above mentioned territories.
3. This agreement is to remain in force until the end of 1943 with mutual right of termination after that time with six months notice.

Two copies of this contract have to-day been signed and exchanged between the parties concerned.

Stockholm, September 9th, 1938.

A.-B. ROSENBLADS PATENTER

(Signed) _____

GADELIUS & CO., LTD.

(Signed) _____

(17)

Translation

To
Gadelius & Co. Aktiebolag
Stockholm.

Re: Manufacturing license for soot blower
SUPERIOR for Japan.

Referring to negotiations as above we thank you for your letter yesterday with enclosed check for Sw.Gr.2.211:43 corresponding to 5% license on a sales amount of ¥39,105:--.

According agreement we shall receive a manufacturing license of 5% of the selling prices in Japan, to be paid us monthly through you. You have agreed to pay us said license fees now and in future from your free currency funds before receipt of corresponding remittances from Japan.

According your information by telephone the present volume of orders under manufacture for soot blowers in Japan totals ¥207,000:--, and we therefore do hope that future license fees to some degree shall compensate the loss we suffer from present import restrictions in Japan on our equipments.

The manufacturer in Japan has undertaken to discontinue the manufacture of soot blowers as soon as normal import conditions have been restored in Japan and neither directly nor indirectly compete with us in regard to these equipments in Japan and dependencies.

We are expecting your confirmation of the agreement as above, and remain,

Yours faithfully,

AKTIEBOLAGET SUPERIOR

T. Hoglund (Signed)

(18)

LICENSE AGREEMENT

between A.B. Syrefast Murning, Vattugatan 10, Stockholm, Sweden, of the one part (hereinafter called "Syrefast") and Gadelius & Co. A.B., Stockholm, Sweden, on behalf of Gadelius & Co., Ltd., Tokyo, Osaka and Dairen, Japan, of the other part (hereinafter called "Gadelius") in regard to the manufacture of acid proof mortar in Japan and Manchukuo.

Par. 1.

Syrefast herewith, against a cash payment by Gadelius to Syrefast of Sw.Crs.10.000:-, grant Gadelius the right to manufacture and sell in Japan and Manchukuo acid proof mortar in accordance with Syrefast's composition and manufacturing methods.

Par. 2.

It is understood that Gadelius shall not manufacture or sell other acid proof mortar than Syrefast's and if this agreement between the parties will be cancelled it is understood that Gadelius will not manufacture or sell acid proof mortar of Japanese or other make except Syrefast's during five years after the termination of this agreement.

Par. 3.

Only one or two of Gadelius' people in Stockholm resp- Japan should get knowledge of the composition of the mortar and Gadelius is responsible for the damage that can occur to Syrefast if the composition of their mortar by the fault of Gadelius will be known to other people.

Par. 4.

Gadelius should pay a license for acid proof mortar manufactured and sold by them in Japan and Manchukuo as follows:

10 ore	per kg.	for	1-100 tons	a year
7 $\frac{1}{2}$	"	"	"	following 101-150 tons a year
5	"	"	"	151 tons or more a year.

The yearly periods are to be counted from the date when the first lot of acid proof mortar, manufactured in Japan, is sold by Gadelius.

The cash sum of Sw.Crs.10.000:- paid Syrefast under this agreement, is to be deducted from the license amounts to be paid to Syrefast.

If the agreement terminates before the license amounts have reached total Sw.Crs.10.000:- Gadelius shall have the right to deduct the balance from orders on mortar placed by them with Syrefast.

Par. 5.

Every third or at least every sixth month Gadelius should give syrefast an account showing the result of the Sale and remit to Syrefast their part.

Par. 6.

The remittance of the license amounts is subject to remittance permit having been obtained from the Japanese Government and until such permits have been obtained the license amounts are to remain deposited with a Japanese bank in Tokyo in Yen to the account of Syrefast.

Par. 7.

This agreement is valid until the end of 1942 and can thereafter be terminated by either party within six months' notice.

Par. 8.

All disputes arising in connection with the present agreement shall be finally settled by arbitrators chosen by sveriges Tekniskt Industriella Skiljedomsinstitut.

Three copies of this agreement are signed and exchanged by the parties concerned, of which one is kept by Syrefast and one each by Gadelius' offices in Stockholm resp. in Tokyo.

STOCKHOLM, 18th of March 1941.

STOCKHOLM March 15th, 1941.

AKTIEBOLAGET
SYREFAST MURNING

GADELIUS & CO. AKTIEBOLAG

(Signed) _____

(Signed) _____

The own signature of the firm of Mr. certify:

.....

.....

The own signature of the firm of Mr. Rob. Thune certify:

.....

.....

20

AGREEMENT

1. The Yarnall-Waring Company, Philadelphia, Pennsylvania, herewith grant Gadelius & Co. Ltd., Tokyo, Japan, the exclusive right to manufacture and/or sell in Japan and dependencies Yarway steam plant equipment, in accordance with Yarnall-Waring Company's present and/or future design and construction.
2. For the manufacturing rights, Gadelius shall pay Yarnall-Waring a royalty of Ten Percent (10%) of Gadelius selling prices f.o.r. at their workshops in Japan.
3. The payment of said royalty shall be due when corresponding equipment is delivered, and Gadelius shall apply for remittance permit from the Japanese government on the date of delivery, and guarantee the exchange rate between the United States Dollar and Japanese Yen of that date until three months after due date for payment.
4. Gadelius guarantee to work to the best of their ability to procure remittance permits as quickly as possible. Should, however, a permit not be obtained before the due date for payment, the royalty amount shall be deposited for Yarnall-Waring's account in Yen in Tokyo, Japan, for remittance when possible.
5. In case the rate of exchange between the Yen and the United States Dollar should change before accumulated royalties in Japan have been converted into United States Dollars and remitted, and later than three months after due date of remittance, the first Ten Percent (10%) of loss, if any, in exchange shall be borne by Gadelius & Co. Ltd., and any further losses by Yarnall-Waring Company.

Page 2.

6. Gadelius shall have the right to adjust their selling prices to suit the Japanese market, and to give discounts on their normal prices when they consider this advisable for promoting sales.
7. Yarnall-Waring agree under this agreement to furnish Gadelius with detailed shop prints and working instructions for the manufacture of their equipment. All reasonable expenses incurred by Yarnall-Waring in this respect are to be paid by Gadelius.
8. If certain parts of, or material for, Yarway equipment could not be manufactured or procured in Japan, Yarnall-Waring agree to sell such parts or material to Gadelius at approximately cost price plus Ten Percent (10%).
9. Gadelius shall use their best efforts to promote the sale of Yarway equipment and manufacture with good workmanship and materials exactly in accordance with the detailed shop prints furnished by Yarnall-Waring. The equipment is to be sold under the trade-mark of "Yarway", which trade-mark shall always remain the property of Yarnall-Waring Co. Gadelius & Co. Ltd. shall assist in having the trade-mark registered in Japan.
10. Gadelius shall number each piece of equipment made under any patent coming under this license agreement consecutively, beginning with number 6,501, said numbers together with trade-mark "Yarway" to be legibly placed on a plate suitably attached.
11. Gadelius shall keep a full and separate account of all sales, which account shall be open to the inspection of Yarnall Waring or their duly accredited agent at all times. A monthly report shall be rendered to Yarnall-Waring showing the name and address of the user and the serial number and kind of every piece of equipment sold under this license.
12. Gadelius will send to Yarnall-Waring a full statement on or before the fifteenth day of each month of all equipment despatched from

works during the preceding month, giving the serial number and kind of each piece of equipment despatched, together with the name and full address of the user, and the selling price to the user.

- 15. The license herein granted shall not be transferable, and is to run for a minimum period of three (3) years from the date of signature and thereafter until notice is given by either party, six (6) months in advance.
- 14. Gadelius agree at all times to use their best efforts to maintain the trade-mark of "Yarway" in Japan, with the exception of bringing actions in court.
- 15. The license herein granted and all rights under it shall become forfeited and void on a default of Gadelius as to the statements, payments, or other conditions of the license, provided notice is given by the Yarnall-Waring Company to Gadelius in writing of such default, and such default shall continue for a period of sixty (60) days after such notice, but the termination of the license shall not relieve Gadelius from the obligation to pay any royalties and service charges then accrued.

IN TESTIMONY WHEREOF, the parties hereto have set their respective hands and seals on the dates set opposite their respective signatures below:

Date: GADELIUS & CO., LTD.

Date: YARNALL WARING COMPANY

_____ by _____
President

_____ by _____
President

Attest:

Attest:

(Seal) _____
Secretary

(Seal) _____
Secretary

SUPPLEMENTAL MEMORANDUM

THIS SUPPLEMENTAL MEMORANDUM made and executed by both parties upon the same date as the Agreement between them of even date herewith, and relating to the use of the trade-mark "Yarway" and to the marketing of Yarway products in Japan, WITNESSETH:

1. That all of the terms hereof are hereby made a part of the Agreement in all respects as if contained therein in detail,
2. That all material manufactured under the license shall bear the proper reference to United States and Japanese patents and shall not be exported to the United States of America or to other countries, to which United States patent protection extends. The license shall be strictly limited to the territory under control of the Japanese Government including Manchukuo and that part of China which may be under Japanese jurisdiction and control.
3. That in case the Gadelius & Co., Ltd., License, is unable at any time to arrange for the permit for remittance of funds from Japan to the United States, referred to in paragraph 4 of the Agreement, within a period of three months after any payment becomes due under the terms of the Agreement then Gadelius & Co., Ltd., shall arrange to pay the Yarnall-Waring Company the amounts due in United States dollars from other funds of Gadelius & Co., Ltd., in the United States or elsewhere, which are not under restriction - it being understood and agreed that Yarnall-Waring Company shall not be subject to delay in payment beyond the said period, by reason of failure or impossibility of obtaining remittance permits or otherwise. Upon receipt of such payments in funds, other than those held in Japan, Yarnall-Waring Company shall release to Gadelius & Co., Ltd., the

Page 2.

funds held in Japan to the extent of the payments made from Gadelius & Co., Ltd.'s other funds.

IN TESTIMONY WHEREOF, the parties hereto have set their respective hands and seals on the dates set opposite their respective signatures below:

Date: GADELIUS & CO., LTD.

Date: YARNALL-WARING CO.

By _____
President

By _____
President

Attest:

Attest:

(Seal) _____
Secretary

(Seal) _____
Secreatry

(19)

AN AGREEMENT made this 25th day of June one Thousand Nine Hundred and Twentysix between AKTIEBOLAGET VAPORACKUMULATOR of Stockholm (hereinafter called "The Licensor") of the one part and the firm GADELIUS & CO.LTD., Tokyo, or its successors (hereinafter called "The Licensee") of the other part.

The parties have agreed and hereby agree as follows:

FIRST.

The Licensor being the owner of the Patents and Patent applications (herein called "The Patents") for Japan concerning RUTHS' Steam and hot Water Accumulator, all specified in the schedule attached hereto, agrees to furnish the Licensee with one set of drawings and to give the Licensee the benefit of all experiences and information acquired and possessed by the Licensors and further hereby give and grant to the Licensee the full sole and exclusive right and license for Japan with colonies and protectorates to make and sell the apparatus in accordance with the Patents of the Licensor.

SECOND.

The agreement shall continue for the period of Fifteen years from the date hereof and shall be terminable on the completion of the said Fifteen years or at any date thereafter on six months notice in writing by either party provided that the Licensee may complete any apparatus it has contracted to deliver to customers in the reasonable expectation of delivering the same during the terms of this Agreement notwithstanding the termination of the Agreement.

- 2 -

THIRD.

During the continuance of this Agreement the Licensor on the one part and the Licensee on the other part shall at all times communicate to each other any improvements on or additions to the said patents and inventions which they may respectively make or become possessed of and they may each respectively use the same but the manufacture or sale of such improvements or additions shall be the exclusive right of the Licensee within Japan and of the Licensor for the other world for himself and his Licensees. Neither the Licensor nor the Licensee shall make any additional payment for the use of such improvements or additions as aforesaid. Should the Licensor purchase from third parties any patent invention or improvement on the patents and should the Licensee desire to use the same he shall be entitled to do so on paying to the Licensor a reasonable share of the price calculated by the proportion of business in Japan compared with other Licensees but having regard to the time at which the transaction takes place and when the patents expire and this Agreement ends. The Licensee shall acquire a proprietary interest in any such purchase of inventions to the extent of its interest. The parties shall forthwith notify each to the other improvements or additions to the patents and inventions which they may make and the Licensor shall notify any purchase from third parties without delay. In the event of the Licensee making improvements or additions notwithstanding that these are to be available to the Licensor for all countries except Japan during the term of this agreement, the Licensee may apply for patent rights in connection therewith but in the event of the Agreement terminating the Licensor

- 3 -

shall have right to buy from the Licensee such patent rights with all privileges connected therewith on payment of the self cost price therefor. If the Licensee refrains from applying for patent rights in any particular country or countries in respect of any inventions by it such rights shall pass to the Licensor free of charge.

FOURTH.

The Licensor warrants that the patents are his own property free of incumbrances and that he has no knowledge of any fact threatening the validity or novelty of the patents and that he has granted to other License for Japan but he does not warrant validity or novelty. The Licensor shall do all acts necessary to keep the patents in force and generally shall do all things necessary to protect the same and to have patented so far as valuable any relative inventions. Supervision of payment of taxes shall be assumed by Patent agents, I. Kusaba and A.F. Cahusac or other Patent agents approved by the parties. The Licensee shall pay all amounts necessary to maintain said patents and pending and new applications, which payment may arise after the 12th of May 1926.

The Licensor shall not be under obligation to take legal or other proceedings to protect the patents but the Licensee may take all legal proceedings he sees fit to protect the patents either in name of the Licensor (the latter getting a reasonable indemnity for costs) or in his own name but shall not be under obligation to do so. The parties agree to use all reasonable endeavours to secure that their Managers and Employees will treat all information in regard to the patents as confidential and

FIFTH.

- 4 -

shall not disclose the same to any party or parties whomsoever and they further agree to the other to refrain from interfering or hindering, directly or indirectly, the other party from using to the best advantage the patents and inventions, the subject of the Agreement, and all information relative thereto. The Licensor shall supply to the Licensee free of charge all reasonable information in connection with the patents and inventions and all technical and standard working drawings and prints in regard thereto and shall give such reasonable assistance, explanation and information when asked for as he may be able to do but he does not guarantee the accuracy or take responsibility for the information supplied.

SIXTH.

The Licensee shall have the right to grant sublicensee to other firms under the present license agreement, except in regard to royalties which shall not be less than 7%, and cash payment, but the Licensee shall have to pay to the Licensors half the cash and half the royalty above the seven per cent mentioned in clause eight.

The Licensee shall not have the right to transfer this Agreement to any third person without written permission of the Licensor.

SEVENTH.

In consideration to the promises and to the obligations undertaken by the Licensor the Licensee is to pay the Licensor or its assigns.

a) 100,000:- One hundred thousand Swedish Crowns
on signing this agreement.

b) 100,000:- One hundred thousand Swedish Crowns
before the 5th of January 1927.

- 5 -

EIGHTH. The Licensee or their assignees shall pay to the Licensor a royalty of seven per cent on the selling price of apparatus manufactured under the patents or inventions, the subject of this Agreement, and sold within the territory of this Agreement. The royalty shall be calculated on the selling price of the apparatus including supports, insulation, casing steam and water mountings, regulators, governors for turbines and engines and fittings and spare parts erected at site.

The royalty shall not be paid upon the price of foundation, buildings, pipings, ordinary steam boilers, steam engines and steam turbines, electrical generators and switches, nor on transport, packing, export or import duties or taxes.

In the event of existing plant being made use of the royalties shall be the same as for a new plant of the same capacity. The royalty to be paid as and when corresponding payments are received from the customers. The Licensee guarantees that the total royalties for the three first years amount to a sum not less than 75,000:- Sw. Crowns.

NINTH. The Licensee shall without delay after each 30th June and 31st December render to the Licensor a statement of accounts for payments which have become due during the previous half year and shall pay the net amounts thereof to the Licensor. The Licensee shall keep accurate records of the transactions with name and address of the Customer and size of apparatus and such records shall be accessible to the Licensor or their duly accredited representatives at all reasonable times. The Licensee shall also, if required by the Licensor,

- 6 -

at every 30th June and 31st December send to the Licensor complete copies of the record for the preceding half year.

TENTH.

The Licensee shall number the individual installations and fix a name plate in a suitable position showing the number and inscription "Rüths Patent Steam Accumulator", the number to be obtained from the Licensors.

ELEVENTH.

This Agreement shall be interpreted in accordance with the Law of Sweden, and if any dispute, question or difference should arise between the parties or any party claiming under the Agreement concerning the same or the construction thereof or any matter in any way connected therewith or the working out thereof or the rights, duties and liabilities of parties thereunder including claims or damages then and in every such case the matter in difference shall be referred to a Board of three Arbitrators of which one shall be chosen by both Arbitrators. The Board shall meet in Sweden.

TWELFTH.

The Licensee hereby appoints GADELIUS & CO., of Stockholm or its successors as its attorney and representative to do all acts and things necessary or required to be done by the Licensee in Sweden in connection with the performance of this Agreement.

Signed and delivered to the parties hereto this 25th day of June one Thousand One Hundred and Twentysix . all in presence of the witnesses hereto with the parties subscribing:

For and on behalf of

GADELIUS & CO. LTD., of Tokyo.

- 7 -

We, the undersigned, do hereby guaranteed the fulfilment of the conditions stipulated in the above contract so far as Gadelius & Co. Ltd., or their successores are concerned.

(21)

AGREEMENT BETWEEN
SOCIETE ANONYME SOLEX
AND
KOKUSAN KOGYO KABUSHIKI KAISHA

MEMORANDUM OF AGREEMENT made this third day of June One Thousand Nine Hundred and Thirty Six Between SOCIÉTÉ ANONYME SOLEX, whose registered office is at 190 Avenue de Neuilly, Neuilly sur-Seine, France (hereinafter called "the Solex Co.") of the one part and KOKUSAN KOGYO KABUSHIKI KAISHA, whose registered office is at No.16-2 Marunouchi Nichome, Kojimachiku, Tokyo, Japan, (hereinafter called "the Kokusan Kogyo") of the other part, WHEREAS the Solex Co. are the sole manufacturers of Solex carburettors for engine, automotive and aviation industries, AND WHEREAS the Kokusan Kogyo are desirous of manufacturing Solex carburettors in Japan for supplying the apparatus to engine, automotive and aviation industries in Japan under the terms and conditions hereinafter set forth, NOW IT IS HEREBY AGREES AS FOLLOW:

1. The Solex Co. hereby grant to the Kokusan Kogyo the exclusive rights for manufacturing in Japan, Corea, Taiwan or Manchukuo Solex carburettors of all types and models for gasoline, alcohol or mixed fuel, and parts thereof under the brand "SOLEX", which are to be fitted to automotive, aviation marine or stationary engines.

It is mutually understood that owing to the fact that HISPANO-SUIZA were previously given a license by the Solex Co.

authorizing them to manufacture Solex carburettors intended for their motors actually built in Japan, this agreement can in no way interfere with their rights nor can entitle the Kokusan Kogyo to any advantages on Solex carburettors to be fitted to Hispano-Suiza motors.

2. The Solex Co. hereby agree to entitle the Kokusan Kogyo to grant to a third party, during the continuance of this agreement a license for manufacturing Solex carburettors in Japan, Corea, Taiwan or Manchukuo under such terms and conditions as they deem adequate and expedient, provided that the Kokusan Kogyo should remain responsible for the fulfillment of their obligations as prescribed.

3. The Solex Co. shall prepare for the Kokusan Kogyo such matters as undermentioned (hereinafter called "the Documentation") and ship same for them as soon as possible, so that it can reach them by the end of August 1936.

- (a) All drawings and descriptions necessary for the manufacturing of Solex carburettors of all types and models and parts thereof for automotive, aviation, marine or stationary engines.
- (b) All drawings and descriptions for the installation of the manufacturing plant and its equipments together with detailed instructions for the operation of the plant.

4. The Kokusan Kogyo shall pay the Solex Co. sum of Yen Sixty Thousand (¥60,000.) as a compensation for the said Documentation, which is payable as follows:

- ¥10,000. On the signing of this agreement
- ¥50,000. Payable on presentation of a detailed list of the documentation and shipping document to a bank in Paris, which will be nominated by the Kokusan Kogyo,

5. The Solex Co. hereby grant to the Kokusan Kogyo the exclusive right for using the brand "SOLEX", with an exception made in favour of Hispano-Suiza as per the foregoing Clause 1, for the sale of carburettors and spare parts, which will be manufactured by the Kokusan Kogyo in accordance with Solex drawings only, being clearly understood that the brand "SOLEX" must not be incorporated in the name under which the Kokusan Kogyo or any of their subsidiary branches or factories or their sales organizations are operating.

6. The Kokusan Kogyo hereby agree to pay the Solex Co. royalties on the sale of all Solex carburettors and spare parts on the basis as follows:-

- (a) Ten Percent (10%) on the sales amount of units, replacements, spare parts for automotive, marine or stationary engines, supplied to builders.
- (b) Fifteen Percent (15%) on the sales amount of units, replacements, spare parts for automotive, marine or stationary engines, supplied to retailers.
- (c) Ten Percent (10%) on sales amount of aviation units, replacements, spare parts, supplied to builders.
- (d) Fifteen Percent (15%) on sales amount of aviation units, replacements, spare parts, supplied to retailers.

7. The Kokusan Kogyo hereby agree to pay the Solex Co. a royalty on the proceeds of license they may grant to a third party according to the foregoing Clause 2, on the basis as follows:-

Yen Three and Sen Fifty (¥3.50) per litre on cylinder capacity of motors, to which Solex carburettors are fitted.

8. The Kokusan Kogyo hereby guarantee annual minimum royalties for the Solex Co. the guaranteed amounts and mode of payment to be as follows:-

(a) Minimum Royalty:

For the **FIRST YEAR** commencing
at the 1st January 1937 Yen Thirty Thousand
(¥30,000.)

For the **SECOND YEAR** commencing
at the 1st January 1938 Yen Thirty Five Thousand
(¥35,000.)

For the **THIRD YEAR** commencing
at the 1st January 1939 Yen Thirty Five Thousand
(¥35,000.)

For the **FOURTH YEAR** and following
every year Yen Fifty Thousand
(¥50,000.)

(b) Mode of Payment:

The minimum royalty for the first year shall be paid by the Kokusan Kogyo in such a way that a sum representing one third of ¥30,000. to be paid in every four months, the first payment taking place at the middle of January 1937 at the latest. This mode of payment to be equally applied to the second and third years and further years following during the continuance of this agreement.

It is understood that in case arrival of the documentation be delayed for some time owing to unforeseen circumstances such as commencements of the working years for the minimum royalties and also such payments as given in the foregoing sub-Clauses 8-a and 8-b respectively, would be postponed accordingly.

9. The Solex Co. hereby undertake to assist the Kokusan Kogyo in every possible way in the studying of Solex carburettors of different types and models, whether gasoline or alcohol or mixed fuel, supplying all technical information and data for the proper handling of the apparatus.

10. The Solex Co. hereby undertake to supply at cost price the Kokusan Kogyo with a complete set of sample Solex carburettors

of all types and models, which are manufactured by the Solex Co. furnishing the Kokusan Kogyo with a list of the samples to show their respective prices before shipment is effected.

11. The Solex Co. hereby undertake to procure for the Kokusan Kogyo such special machines or equipments that may be unavailable in Japan or elsewhere, at the lowest prices, and to ship same for the Kokusan Kogyo, for which they shall be paid in Paris by the Kokusan kogyo against shipping documents.

The Solex Co. shall submit to the Kokusan Kogyo particulars of such special machines or equipments showing respective prices of same in order to get their approval of the purchases beforehand.

12. The Solex Co. hereby undertake to give one of the Kokusan Kogyo's engineers in their head factory in France a training necessary for initiating him to the technique of carburation.

13. The Solex Co. hereby undertake to send a qualified engineer to the Kokusan Kogyo's factory for the installation of their carburettor manufacturing plant, setting machines and equipments in operation to start the manufacturing, and also to send another qualified engineer to the same factory for fitting carburettors to motors of different types and for the testing and adjusting of units so as to get a perfect tuning of same with motors.

The Kokusan Kogyo hereby agree to pay the said two engineers the first class return passage and other necessary travelling expenses, and also to pay them monthly allowance of Yen One Thousand (¥1,000.) each during their services in the Kokusan Kogyo's factory.

The Kokusan Kogyo may send back either or both of the said engineers with one month previous notice when they realize that their own engineers are sufficiently trained up.

14. The Kokusan Kogyo hereby undertake, if requested by the Solex Co. to apply for patents additional or new to be registered in the name of the Solex Co. by the Japanese Patent Office, all expenses necessary for the purpose to be paid by the Solex Co.

15. The Solex Co. hereby undertake to grant to the Kokusan Kogyo, without any additional charges to such royalties or compensations as provided for in this agreement licenses for all improvements or inventions in relation to Solex carburettors and for such patents additional or new in connection with Solex carburettors that may be granted to the Solex Co. in Japan or France.

16. The Kokusan Kogyo shall keep detailed records and accounts on actual sales of units, replacements and spare parts and also on the proceeds of licenses they might have granted to a third party, and shall allow an accountant authorized by the Solex Co. to check such records and accounts, provided that the said accountant should be of Japanese nationality.

17. The Kokusan Kogyo hereby undertake to render monthly accounts covering the royalties on sales of units, replacements and spare parts and also on the proceeds of licenses, which shall be submitted to the said authorized accountant for approval.

The Kokusan Kogyo shall work out an annual account of the said royalties by the end of every year to show whether the corresponding annual minimum royalty is exceeded by the annual

account. The Kokusan Kogyo shall immediately square up such a surplus if there be any.

18. The Kokusan Kogyo shall effect remittances through a bank in Europe, for the payment of royalties, compensations or purchase money, which are due to the Solex Co. in the execution of this agreement.

The Kokusan Kogyo may make remittances in France, if so requested by the Solex Co., rate of exchange to be what is prevailing in Tokyo on the day when remittance is effected.

The Kokusan Kogyo shall take steps for obtaining the Government permissions for such remittances if necessary.

19. The Kokusan Kogyo shall confine themselves to the manufacturing of carburetors of Solex types only and not to make alternatives of any kind, and also to confine themselves to the selling of carburetors in Japan, Korea, Taiwan and Manchuria and to take such measures as to prevent export of same by builders or dealers to other countries, except when attached to actual motors.

20. The Kokusan Kogyo shall sell carburetors and spare parts under the brand "SOLEX" exclusively and not to use their brand for other articles.

21. The Kokusan Kogyo hereby undertake to manufacture Solex carburetors themselves in Toa Electric Works, one of their factories and not to transfer the benefit of this agreement to other party or assign the manufacturing to other factory without the Solex Co.'s written consent.

The Kokusan Kogyo shall remain in case of such transfer or assignment, jointly with the transferee or assignee responsible towards the Solex Co. for all the obligations prescribed in this agreement.

22. The Kokusan Kogyo shall take immediate steps, whether requested by the Solex Co. or not, to check unfair competition by outsiders, any practices or attempts to copy, imitate Solex carburettors and spare parts thereof or any infringements of the brand "SOLEX" or the Solex Co.'s patent rights, regardless of any actions that might be taken by the Solex Co. themselves.

23. This agreement will remain effective for a period of fifteen years, ending at the 31st December 1951. It may, however, be shortened at the Kokusan Kogyo's option if they become discontinuing to manufacture carburettors in Japan, Korea, Taiwan or Manchukuo, as follows:-

- (a) This agreement will come to an end on the 31st December 1939, if notice be given by the Kokusan Kogyo to Solex Co. at least two months before that date.
- (b) This agreement will come to an end on the 31st December 1940 if notice be given by the Kokusan Kogyo to Solex Co. one year before that date, and so forth for the rest of years.

24. This agreement may be brought to an end at any time on the Solex Co.'s request, should the Kokusan Kogyo fail to fulfil their obligations provided for in the foregoing Clauses 4, 6, 7 & 8 after having been requested to do so by a registered letter, and this action will automatically give Solex Co. a freedom to withdraw their licenses and brand and dispose of same as they may think proper, without prejudice of any claim which the Solex Co. might have against the Kokusan Kogyo for collection of overdue royalties.

25. The Solex Co. may at any time transfer to one of their subsidiary companies or to a holding company of the Solex Co.'s interests, the benefit of this agreement, remaining themselves responsible for the fulfilment of their obligations provided for in this agreement.

26. It is mutually agreed that this agreement is deemed to be a Japanese contract and to be interpreted according to the Laws and Regulations of Japanese Empire by Japanese Courts of Law.

Copy of this agreement will be deposited to the Commercial Attache of the French Embassy in Tokyo.

IN WITNESS WHEREOF Edward Jean Depaty and Masssuke Murakami have hereunto set their hands on behalf of the Solex Co. and the Kokusan Kogyo respectively this day and year first above written.

SOCIÉTÉ ANONYME SOLEX

Edw. J. Depaty, Authorized Representative

KOKUSAN KOGYO KABUSHIKI KAISHA

M. Murakami, President.

MEMORANDUM OF ASSIGNMENT

(22)

Whereas KOKUSAN KOGYO KABUSHIKI KAISHA, No. 16 Nichome Marunouchi Kojimachiku, Tokyo (hereinafter called "the Kokusan Kogyo") acquired from SOCIETE ANONYME SOLEX, Neuilly sur Seine, France (hereinafter called "the Solex Co.") an exclusive license for manufacturing and selling Solex carburettors in Japan, Chosen, Taiwan and Manchukuo as per an Agreement made on the 3rd June 1936 between the said two parties, and whereas it has lawfully been agreed between the Kokusan Kogyo and Kabushiki Kaisha HITACHI SEISAKUSHO, No.20 Nichome Marunouch, Kojimachiku, Tokyo. (hereinafter called "the Hitachi") to amalgamate the Kokusan Dogyo with the Hitachi, dissolving the Kokusan Kogyo and to take all necessary steps in the prosecution and completion of the said amalgamation on the 1st May 1937, and whereas in consequence of the amalgamation, all rights, privileges, interests, assets, liabilities, goodwill and other things whatsoever may belong to the Kokusan Kogyo shall automaticall be transferred to the Hitachi on that date, inclusive of the aforesaid license, and whereas the Hitachi are desirous of manufacturing and selling Solex carburettors under the said license, and whereas the Kokusan Kogyo have applied to the Solex Co. in accordance with Art. 21 of the said Agreement for their consent to the forthcoming transfer of the license, against which the Solex Co. have announced their consent in a letter addressed to Edward J. Depaty, their representative for Japan, under date of 22nd Gebruary 1937.

NOW, THEREFORE, TO ALL WHOM IT MAY CONCERN, BE IT KNOWN THAT the Kokusan Kogyo hereby declare that the said license is duly transferred to the Hitachi prior to the prosecution of the said amalgamation having been consented by the Solex Co. and that the Hitachi hereby declare that they shall manufacture Solex carburettors in one of their factories and sell the same under the said license, holding themselves as licensees fully responsible towards the Solex Co. for all the obligations as prescribed in the said Agreement, and that the Solex Co. hereby declare that they shall confer on the Hitachi all the benefits and privileges by virtue of the stipulations of the said Agreement in like manner as they have thereinbefore conferred on the Kokusan Kogyo.

IN WITNESS WHEREOF, Namihei Odaira and Edward Jean Depaty have hereunto set their hands on behalf of the Kokusan Kogyo as well as the Hitachi and of the Solex Co. respectively, this 26th March 1937, every party herein concerned holding a duplicate hereof and depositing same to the Commercial Attache of the French Embassy in Tokyo.

Namihei Odaira, President of
Kokusan Kogyo Kabushiki Kaisha
and
Kabushiki Kaisha Hitachi Seisakusho

Edw. J. Depaty, Japan Representative
for Societe Anonyme Solex
Neuilly sur Seine, France.

(23)

WHEREAS by virtue of an assignment made by Kokusan Kogyo Kabushiki Kaisha on 26th April 1937, HITACHI SEISAKUSHO LIMITED (hereinafter called "the Hitachi") are responsible, taking the place of the said Kokusan Kogyo Kabushiki Kaisha, for the fulfilment of the obligations as prescribed in an AGREEMENT entered into between the SOCIETE ANONYME SOLEX (hereinafter called "the Solex Co.") and the said Kokusan Kogyo Kabushiki Kaisha on the 3rd June 1936, AND WHEREAS the manufacturing of Solex carburettors under the license has become impossible for the Hitachi during the year of 1937 owing to the fact that the difficult conditions now prevailing among domestic and foreign manufacturers have caused considerable delay in the procuring of the machinery required for the erection of the Hitachi's carburettor works, AND WHEREAS the Hitachi have been caused by such unfavourable circumstances to desire to have the payment of every annual minimum royalty as per Article 8 of the said Agreement, postponed respectively for a period of one year, AND WHEREAS the Solex Co. have accepted the postponement as desired by the Hitachi on condition that the term of the Agreement as per Article 23 thereof should be extended by a period of one year, which condition has been agree upon by the Hitachi.

NOW THEREFORE, the Solex Co. and the Hitachi hereby declare that they mutually agree to read henceforth Articles 8 and 23 of the said Agreement as follows:

ARTICLE 8.

(a) MINIMUM ROYALTY.

For the first year commencing at
the 1st January 1937 No Royalty payable

For the second year commencing at
the 1st January 1938 Yen Thirty Thousand (¥30,000)

For the third year commencing at
the 1st January 1939 Yen Thirty Five Thousand
(¥35,000)

For the fourth year commencing at
the 1st January 1940 Yen Thirty Five Thousand
(¥35,000)

For the fifth year commencing at
the 1st January 1941 Yen Fifty Thousand (¥50,000)

For the following years during
the continuance of the agreement. Yen Fifty Thousand (¥50,000)
annually

(b) MODE OF PAYMENT.

This sub-clause remains unaltered except "the first payment taking place at the middle of January 1937 at the latest" should read "the first payment taking place at the middle of January 1938 at the latest"

IT IS MUTUALLY UNDERSTOOD that a sum of Yen Ten Thousand (¥10,000) which was remitted by the Hitachi to the Solex Co. in May 1937 should be automatically transferred so as to cover the first installment of the Second year's minimum royalty as above mentioned.

ARTICLE 23.

This agreement will remain effective for a period of SIXTEEN YEARS ending at the 31st December 1952. It may, however, be shortened at the Hitachi's option if they become dis-continuing to manufacture Solex car buretters in Japan, Korea,

Taiwan or Manchukuo, as follows:

- (a) This agreement will come to an end on the 31st December 1940, if notice be given by the Hitachi to the Solex Co. at least two months before that date.
- (b) This agreement will come to an end on the 31st December 1941, if notice be given by the Hitachi to the Solex Co. one year before that date, and so forth for the rest of years

IN WITNESS WHEREOF, the parties hereto have hereunto set their hands the 22nd day of November 1937.

SOCIETE ANONYME SOLEX

Edw. J. Depaty,
Representative for Japan.

HITACHI SEISAKUSHO LIMITED

Witness:

M. Akita

N. Odaira, President

(24)

C O N T R A C T

OCT. 20 1946

Kabushiki Kaisha Kyosan Seisaku-jo
(Kyosan Engineering Works Ltd)

No. 1300 Kamieyoshi-machi Turumi-ku
Yokohama City

A G R E E M E N T

THIS AGREEMENT made the sixteenth day of March, 1928, between THE UNION SWITCH & SIGNAL 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 Swissvale, Pennsylvania, United States of America, (hereinafter referred to as the Union Company), and the Kabushiki-Kaisha Kyosan Seisakujo (or Kyosan Engineering Works, Limited), a corporation organized and existing under the laws of Japan, (hereinafter referred to as the Kyosan Company).

W I T N E S S E T H:

WHEREAS, the Union Company 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 Kyosan Company in connection with the manufacture and sale of railway signal apparatus and parts thereof, and

WHEREAS, the aforesaid Kyosan Company, by reason of its facilities for manufacturing railway signal apparatus and parts thereof, is desirous of acquiring the right to manufacture and sell such railway signal 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 Union Company, and

WHEREAS, GEORGE A. BLACKMORE, of The Union Switch & Signal Company, having been duly authorized by said Company to sign this agreement on its behalf, and

WHEREAS, Tokio Kobayakawa of the Kyosan Company,

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

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

1. This agreement relates to Railway Signal apparatus and parts thereof and signal circuits, (hereinafter referred to as "the Apparatus"), in the manufacture of which the Union Company is engaged. The term "the Apparatus" as used in this agreement is, therefore, to be understood to include all apparatus having for its object the safe and efficient movement of cars, trains or railway switches, on railroads operated by steam, electricity or other motive power, as well as other apparatus for the protection of life and property on railroads; such apparatus usually comprising automatic signal systems, highway crossing signals, interlocking plants operated by electric, electro-pneumatic, mechanical or electro-mechanical means, automatic train stopping or speed controlling apparatus (except the air brake equipment and pneumatic apparatus forming a part thereof or used in connection therewith).

2. The Union Company, as far as it lawfully may,

granted and agrees to grant, to the Kyosan Company, subject to the provisions of this agreement, a license to manufacture "the Apparatus" in the Empire of Japan, including Honshu, Shikoku, Kyushu, Hokkaido, the Loochoo Islands, Formosa, and Korea, and the Railway Zone ceded to Japan by China under the convention relating to the South Manchuria Railway (all of which is hereinafter referred to as "the Territory"), and not elsewhere, and to sell in "the Territory" and not elsewhere "the Apparatus" so manufactured by the Kyosan Company, under any and all existing patents of "the Territory" which the Union Company now owns or is entitled to pertaining to "the Apparatus", and any and all patents of "the Territory" taken out or acquired by the Union Company or to which the Union Company may become entitled pertaining to "the Apparatus" 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, and sub-licenses are not to be granted in respect thereof without the consent of the Union Company first being had and obtained in writing. The Union Company shall promptly after the execution of this agreement give the Kyosan Company powers of attorney and other documents as may be necessary for registering in the Japanese Government Patent Office that the Kyosan Company is the licensee of the patents of "the Territory" owned by the Union Company pertaining to "the Apparatus".

3. The Union Company during the term of this agreement, shall so far as it lawfully may, communicate to the Kyosan Company upon request all the technical and manufacturing data and information which may from time to time be acquired or be in the possession of the Union Company, and

which may be necessary for the manufacturing operation of the Kyosan Company in connection with "the Apparatus".

Whenever the Kyosan Company foresees a requirement to proceed with the manufacture of any of "the Apparatus", and wishes to make preparation so that it may proceed with the manufacture, the Union Company undertakes to communicate to the Kyosan Company all the technical and manufacturing data and information necessary for such manufacture, in anticipation of and preparatory to the actual manufacture by the Kyosan Company.

It is the intent that the Kyosan Company shall only be entitled to demand and receive from the Union Company technical and manufacturing data and information relating solely to "the Apparatus", the manufacture of which the Kyosan Company intends to begin forthwith after the receipt of such data or information.

The Union Company assumes no responsibility in connection with any of "the Apparatus" that may be manufactured by the Kyosan Company under the technical and manufacturing data and information furnished by the Union Company.

The Union Company undertakes to supply to the Kyosan Company, blue prints from its own standard drawings and circuit plans showing the customary use and application of "the Apparatus" to be manufactured in accordance with the terms and provisions of this agreement.

It is understood and agreed that the Union Company will not communicate to the Kyosan Company any information as to the processes which may be to 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 right of communication thereof.

4. In consideration for the licenses, technical and manufacturing data and information, etc., provided for in this agreement, the Kyosan Company shall promptly upon the execution of this agreement pay to the Union Company the sum of Two Hundred Thousand Yen (¥200,000). Upon receipt of the said payment, the Union Company shall immediately subscribe and pay for capital stock in the Kyosan Company to the amount of Two Hundred Thousand Yen (¥200,000) face value, and the Kyosan Company thereupon will issue to the Union Company fully paid capital stock having equivalent face value.

For the purposes of this agreement, "paid in capital" is defined as the amount paid in on subscription for capital stock, whether such amount be in full or on account of such subscriptions.

The Kyosan Company hereby represents that its present capital stock does not exceed One Million Yen (¥1,000,000). In the event that the capital stock of the Kyosan Company be increased from time to time beyond One Million Yen (¥1,000,000), then in further consideration for the licenses, technical and manufacturing data and information, etc., provided for herein, the Union Company shall be entitled to twenty per cent. (20%) of such additional issues of capital stock. Accordingly, the Kyosan Company shall make further cash payments to the Union Company of sums equal to twenty per cent. (20%) of the total amounts to be paid in by all subscribers (including the Union Company) to the additional capital stock authorized as and when, and so often as such payments are called for by the Kyosan Company, and the Union Company upon receipt of each

such payment shall subscribe for fully paid capital stock of face value equivalent to the amount so received from the Kyosan Company, and shall thereupon pay to the Kyosan Company in full of its said subscription an amount equal to the amount so paid to the Union Company by the Kyosan Company. Upon receipt of each such payment the Kyosan Company will issue to the Union Company fully paid capital stock having face value equal to the amount of the each payment received. It is understood and agreed that there shall not be any liability at any time or in any event on the part of the Union Company to pay any subscription for or call upon shares of said capital stock, whether new or old shares, until the Kyosan Company shall first have paid to the Union Company the full amount of such subscription or call so to be paid.

It is the intent and purpose of this agreement that the Union Company shall at all times during the life of this agreement own not less than twenty per cent. (20%) of the paid in capital of the Kyosan Company, and shall receive the same proportionate dividends on its fully paid capital stock, whether payment be made in stock or in cash, as paid on the other paid in capital of the Kyosan Company; provided, however, that if in any fiscal year the cash dividends paid by the Kyosan Company on its capital stock are less than five per cent. (5%), then as further consideration for the licenses, technical and manufacturing data and information, etc., provided in this agreement, the Kyosan Company shall pay to the Union Company in cash a sum equal to the difference between five percent. (5%) of the total amount of the fully paid capital stock in the Kyosan Company secured by the Union Company under the provisions of this agreement and the actual amount

of the cash dividends paid by the Kyosan Company to the Union Company on its said capital stock in such year. It is understood and agreed that the Kyosan Company will pay dividends on not to exceed the total amount paid in for capital stock and will not pay dividends on any unpaid portion of the par value of the total capital stock issued and outstanding.

5. During the term of this agreement, the Union Company shall retain the capital stock in the Kyosan Company secured by it under the provisions of this agreement, provided, however, that if, after the termination of this agreement or at such prior time as may be mutually agreed upon in writing, the Union Company desires to dispose of any or all of the said stock, the nominees of the Kyosan Company shall have the first right to purchase the said stock from the Union Company at a price equivalent to the highest firm offer from a responsible prospective purchaser which the Union Company may have received therefor.

6. The Union Company further agrees to comply with the requirements of the commercial law of the Empire of Japan with respect to the appointment of an Agent for the capital stock secured by the Union Company under the provisions of this agreement.

7. Should the Kyosan Company desire to appoint agents for the sale of "the Apparatus" of its manufacture in "the Territory", it is understood and agreed that such appointments must first be approved in writing by both the Union Company and Mitsui & Company, Limited.

8. It is further agreed that Mitsui & Company, Limited, shall have the right to import into "the Territory", the Union Company's manufacture which cannot be supplied by

the Kyosan Company or which may be preferred by the customers of Mitsui & Company, Limited.

9. The Union Company, at the request of the Kyosan Company, shall supply to the Kyosan Company at factory cost, including packing, plus twenty per cent. (20%) f.o.b. Union Company factory, fabricated parts of any of "the Apparatus", provided that such apparatus or the parts thereof are then regular products of the Union Company.

10. The Union Company shall permit one representative of the Kyosan Company to be in attendance at the manufacture in respect of which the Kyosan Company shall be entitled to technical and manufacturing data and information.

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

11. The Union Company shall during the term of this agreement apply for and maintain patents in "the Territory" at its own expense on such inventions as the Union Company may be entitled to when, in the opinion of the Union Company, such inventions are of sufficient importance to be covered by patents for the protection of the rights of the Union Company and the interests of the Kyosan Company under this agreement.

12. The Kyosan Company agrees that it shall upon execution of the during the term of this agreement, offer for sale, accept orders for and manufacture any of "the Apparatus".

13. The Kyosan Company shall not at any time sell or supply any of "the Apparatus", except to persons, firms or companies carrying on business in "the Territory", and to Government or Municipal bodies within "the Territory", and only for the purpose of being used or worked therein.

14. The Kyosan Company, as licensee of patents of "the Territory" owned by the Union Company pertaining to "the Apparatus", shall during the term of this agreement, at its own expense and without further consideration from the Union Company, conduct legal prosecution for any infringement of such patents occurring within "the Territory" wherein patents of "the Territory" obtain. It is understood that, in case of such legal prosecution being conducted, the Union Company shall give the Kyosan Company powers of attorney and other documents as may be required for that purpose. It is further understood that in the event of failure of the Kyosan Company to promptly institute and diligently conduct legal prosecution against infringement of any patent of "the Territory" owned by the Union Company pertaining to "the Apparatus", the Union Company shall have the right to institute and conduct such prosecution at its own expense, and that this right shall not be waived by any powers of attorney or other documents which may have been given to the Kyosan Company for the purpose of enabling the latter Company to conduct such prosecution.

15. The Kyosan Company agrees that, unless the consent in writing of the Union Company be first obtained, it will not make any use of the name "Union" nor will it make any use of the trademarks, tradenames or monograms of the Union Company, 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 Kyosan Company may state, during the continuance of this agreement, subject to the approval of the Union Company as to the form in which the same shall be done, that "the Apparatus", the subject of this agreement, is made by it under license from and in accordance with the designs and technical information furnished by the Union Company, and the Kyosan Company shall upon the request of the Union Company, further affix to all "the Apparatus" suitable notices satisfactory to the Union Company, to indicate the fact of such licenses and the respective patents involved.

16. The Union Company, during the term of this agreement, shall not grant to any other party a license to manufacture in "the Territory", or to manufacture and sell in "the Territory", "the Apparatus", for which the Union Company now owns or may own patents of "the Territory".

The Union Company, during the term of this agreement, shall not communicate to any other party for use within "the Territory", manufacturing data and specifications as provided by this agreement.

17. The Kyosan Company agrees that it will not during the life of this agreement, make agreements with other manufacturers to manufacture "the Apparatus" of such other manufacturers' types or designs other than the Kyosan Company's own or that of the Union Company.

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

18. In the event of the Kyosan Company being managed

or controlled by a liquidating trustee or other official or representative acting in similar capacity, this agreement, at the option of the Union Company, may be terminated and cancelled by the Union Company, in which event all rights of the Kyosan Company hereunder shall cease.

19. Subject to prior termination, by mutual consent, this agreement shall remain in force for twenty (20) years from the date hereof.

Immediately upon the termination of this agreement for any cause whatsoever, all rights and licenses granted to the Kyosan Company by the Union Company under this agreement or under the patents of "the Territory" owned by the Union Company shall terminate and cease, and the Kyosan Company shall promptly execute and deliver to the Union Company such powers of attorney and other documents as may be necessary for registering in the Japanese Government Patent Office to effect the cancellation and nullification of the similar documents provided for in the last sentence of paragraph 2 hereof.

20. All notices provided for in this agreement shall be in writing and may be given by personal delivery or registered mail addressed to the Union Company at Swissvale, State of Pennsylvania, United States of America, and by personal delivery or registered mail addressed to the Kyosan Company at No.3, Heiancho Nichome, Tsurumi-ku, Yokohama, Japan.

21. 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 Union Company such arbitration shall take place in Tokyo, Japan, if the request for arbitration arises with the Kyosan

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 be on the part of the Union Company, the Kyosan Company shall request the President of the Chamber of Commerce of Pittsburgh, Pennsylvania, to appoint the second arbitrator to represent the Union Company, and if such failure be on the part of the Kyosan Company the Union Company shall request the President of the Chamber of Commerce of Tokyo to appoint the second arbitrator to represent the Kyosan 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 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 questions so submitted to them, including the division of the expense 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.

22. 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 Supreme Court 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 caused this agreement to be executed this sixteenth day of March, 1928.

THE UNION SWITCH & SIGNAL COMPANY

By George A. Blackmore
Vice-President.

ATTEST:

Secretary

KABUSHIKI-KAISHA KYOSAN SEISAKUJO

By Tokio Kobayakawa
Managing Director.

ATTEST:

Kan Masuda
Auditor.

ACKNOWLEDGEMENT ON BEHALF OF UNION COMPANY.

STATE OF PENNSYLVANIA)
) SS:
COUNTY OF ALLEGHENY)

On this 18th day of February, 1928, before me personally came GEORGE A BLACKMORE, to me known and known to me to be the individual described in and who executed the foregoing agreement; and he acknowledged to me that he executed the same.

(Signed) _____
Notary Public.

ACKNOWLEDGEMENT ON BEHALF OF KYOSAN COMPANY

Empire of Japan)
Prefecture of Tokyo)
City of Tokyo) SS:
Consulate General of the)
United States of America)

On this 30th day of March, 1928, before me personally came Tokio Kobayakawa, to me known and known to me to be the individual described in and who executed the foregoing agreement; and he acknowledged to me that he executed the same.

(Signed)
Vice Consul of the United States
of America at Tokyo, Japan.

Fee No. 754

AMERICAN CONSULATE GENERAL

MAR. 30 1928
TOKYO, JAPAN

Union Switch & Signal Company

George A. Blackmore
President

Swissvale, PA.

September 9, 1940

Kabushiki-Kaisha Kyoean Seisakuso,
The Industrial Bank of Japan,
No. 8, Marunouchi Itchome,
Tokyo, Japan.

Dear Sirs:

Referring to our agreement with you of March 16, 1928, and to our recent correspondence with Mitsui & Company of New York, it is our understanding that the said agreement is modified in the following respects:

1. We will continue to send to you promptly every month through Mitsui & Company two copies of each of our patent applications, filed in the United States, and falling within the scope of the said agreement.

2. You will investigate the aforesaid patent applications and will apply in your name and at your expense for Japanese and Manchukuo patents on such cases as you consider to be advantageous both for you and us.

3. In the event of the termination of the said agreement of March 16, 1928, you will promptly apply for the registration of assignment from your Company to us of such patents which have been applied for and granted as above.

4. You will pay all expenses for maintaining the patents and utility models which we possess at the present and which fall within the scope of the said agreement of March 16, 1928, and all patents and utility models which you shall secure for us in the future.

K-K. K. S.

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5. In Compensation for the above items, we agree to cancel our right provided for in Item 4 of the aforesaid agreement to receive twenty per cent (20%) of any increases in your capital stock which are intended solely for manufacturing and for selling other lines of goods than railway signaling apparatus and parts thereof.

If the foregoing is in accordance with your understanding, will you kindly sign one copy of this letter in the space below and return it to us.

Yours very truly,

THE UNION SWITCH AND SIGNAL COMPANY

By G. A. Blackmore
President

Accepted: Kabushiki-Kaisha Kyosan Seisakugo

..... S. Higuchi.
Managing Director

(25)

C O N T R A C T

Date 1942

LEAD.

The following stipulates that a contract for the use of log patent rights has been concluded between Svenska Aktiebolaget Logg, Stockholm, Sweden, and Kabushiki Kaisha Tokyo Keiki Seisakusha, Tokyo, Japan, with the conditions as itemized below. It is also to be understood that Yamatake Kogyo K.K., Tokyo, Japan, who are the sole agents in Japan for Svenska A/B Logg, will be authorized to sign in said contract for Svenska A/B Logg and on their own behalf. For convenience sake, the following denominations are hereafter used:-

- A - Svenska A/B Logg
- B - Yamatake Kogyo K.K.
- C - K.K. Tokyo Keiki Seisakusho

TEXT.Part I.

"A" and "B" agree to have "C" use the patent rights for log installations (hereafter, to be simply called patent right) as Imperial Japanese government office by "A" and, for which "B" holds the sole sales right in Japan. This agreement has, however, the following terms of restrictions:-

- Item (1) The patent rights can only be employed for manufacturing log installations, which are definitely known beforehand will be installed on Ships belonging to the Imperial Japanese Navy and, besides, only for orders received directly from the Navy.
- (2) The remuneration for the patent rights is ¥ 15,000.- (Fifteenthousand Yens) and it is mutually agreed that the said amount to be paid by "C" to "B" simultaneously with the execution of this contract.
- (3) "C" should fully understand that the use of the patent rights has been specially allowed upon consideration of the request made by the Imperial Japanese Navy, in view of the present international situation, which has made transportations of logs between "A" and "B" practically impossible. It is to be understood that this agreement will terminate at once in case the world conditions improve and transportations of logs become possible.
The means of transportations, of course, involve the Ships manned by the Imperial Japanese Navy (including chartered ships or boats in requisition) or any other practicable way or routs. However, even if the contract terminated in consequence of the opening of

transports, this contract will continue in force if the transportation will become difficult once again

- Item (4) The decision as to the possibility or impossibility of the abovementioned transports will be made by "A" "B" and "C" upon obtaining an understanding of the Imperial Japanese Navy.

Part II.

It is clearly to be understood that the consent for the use of the patent rights does not mean to give "C" a license of so-called execution right in Japanese law nor has "C" earned any rights materially. Therefore, "C" is not allowed to file any registry applications with the Japanese government offices in regard to these patent rights. However, regarding the patents utilized by "C" in accordance with the terms of this contract, "A" and "B" are not allowed to claim for execution fee or any remuneration under other name except remuneration named under Part No. I, item (2).

Part III.

It is clearly to be understood that the consent for the use of these patent rights does not mean to give "C" any monopolistic benefits in law.

Part IV.

"A" and "B" have option to cancel this agreement out-right in the future without notice in such as stated below;-

- (1) When instruction is received from the Swedish government (including such a case as that which is governed by law). However, in such a case, "A" or "B" should return "C" the half amount of the utilization fee for the patent rights named under Part I, item (2).
- (2) When the terms of this agreement are not fulfilled by "C"

Part V.

The arrangement set forth in Part IV does not give "A" or "B" any affection in the way of mobilizing the release-right or cancellation right, which are to be given to "A" or "B" by law, nor are "A" or "B" to suffer any disadvantage in using the right in making a claim for a reimbursement on "C".

Part VI.

If the terms of this contract are not properly met, by "C" then "C" should reimburse "A" an infringement charge on legs made by "C" at the rate of ¥ 1,000.- (One thousand Yens) per piece of leg installation.

Part VII.

The items not mentioned in this agreement are all to be judged in accordance with the Imperial Japanese law.

Part VIII.

All suits on the items mentioned in this agreement or any other matters in connection with this agreement should be judged by the Tokyo Civil Local Court.

part IX.

"A" and "B" can entrust the Swedish legate or cosul, who is stationed in Japan, with an arbitration before or after taking up any suit with "C" connection with this matter.

part X.

Should any confusion rise between the wordings of the English and the Japanese agreement, the Japanese agreement should be regarded as final.

Said agreement has been made up at the offices of "B" in Tokyo, before the presence of all persons concerned in two languages, viz., in Japanese and another in English, and. "A", "B" and "C" shall keep one copy of each respectively.

Denomination of patent rights:-

Patent Number 104231 Selsyn log
" " 126910 Sal-14 log

"A" Svenska Aktiebolaget Logg,
Stockholm, Sweden,

"B" Yamatake Kogyo K.K.
Sole agents in Japan and representative
for "A" No.6 Marunouchi 2-chome,
Kojimachi-ku, Tokyo.

.....
President
"C" K.K. Tokyo Keiki Sesakusho
No. 31, 4-chome, Higashi-Kamata,
Kamataku, Tokyo.

.....
President

Witnesses
.....

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- 1 -

AGREEMENT made this 27th day of August, 1918. Between HOOKER ELECTROCHEMICAL COMPANY, a New York corporation, hereinafter called the "Company" and KANTO SANSO KABUSHIKI KAISHA, of Oji, Japan, a corporation of the Empire of Japan, hereinafter called the "Kaisha":

WHEREAS, the Company is the owner of Japanese patent No. 25,840 dated April 22, 1914 and has acquired valuable experience in the art of making caustic alkalis and chloride of lime by means of electrolysis of alkali chlorides and the Kaisha is desirous of operating under the aforesaid patent and of utilizing the experience of the Company in connection therewith.

NOW, THEREFORE, the parties above named do mutually agree as follows: The agreement of each being in consideration of One Dollar in hand paid by each to the other, the receipt of which is hereby acknowledged and in consideration of the mutual covenants herein:

First. - The Company agree to instruct one or more representatives or nominees of the Kaisha in the practical operation of the plant of the Company situated at Niagara Falls, in the State of New York, for which purpose the Company agrees to allow the Kaisha to send to the said plant competent engineers or chemists to study the process and make drawings and designs for an electrolytic plant to be erected by the Kaisha in Japan. The Company, however, beyond assisting with advice and information the representatives or nominees of the Kaisha is hereby expressly exempted from bearing, defraying or incurring

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any expense or liability for or on account of such representatives or nominees. The Company further agrees to construct at the expense of the Kaisha and to ship to the Kaisha in Japan, two full sized electrolytic cells as models to be used by the Kaisha for future construction in Japan, payment for the cost price thereof to be made in cash in New York against receipt of bill of lading.

Second. - The Kaisha agrees to proceed with all due diligence to erect or establish an electrolytic plant in Japan capable of turning out a minimum of five tons (of 2,000 pounds each) per day of at least sixty per cent. (60%) caustic soda (Na_2O) or the equivalent quantity, and corresponding amounts of bleach or other chlorine products and to increase said plant to a minimum capacity of ten tons (of 2,000 pounds each) per day as soon as market conditions warrant. In order to facilitate the erection and operation of such plant by the Kaisha, the Company agrees to permit the Kaisha to engage one of the Company's competent foremen to assist the Kaisha with practical advice for a period of not less than six (6) months and it is further agreed that all the expenses of travelling from Niagara Falls, New York, to Japan and return, residence and salary of said foreman are to be paid by the Kaisha and that so long as the said foreman is under the control, supervision, authority or in any way connected with or acting in or on behalf of or through the Kaisha, the Company is hereby expressly exempted from all and every expense, liability and responsibility for such foreman.

Third. - The Company agrees to grant to the Kaisha the full and exclusive license under its said existing Japanese patent or patents and under any further Japanese patent or pat-

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ents or improvements relating directly thereto as well as fully and exclusively to inform and instruct the Kaisha in all secrets of said electrolytic processes and of all matters connected therewith for use in plants to be operated by the Kaisha in Japan or Japanese possessions, but not elsewhere.

Fourth. - The Company agrees to enable the Kaisha to inform itself at all times as to any and all improvements of the Company in its said electrolytic processes for the manufacture of alkalis, chlorine or chloride of lime and all apparatus or equipment relating thereto. The Kaisha agrees not to divulge or permit to be divulged to any other party without the express written consent of the Company, any information as to any such processes, manufacturing methods, equipment or confidential information relating to the same, whether imparted directly or indirectly by or learned by means of or through the Company, its agents or representatives or any information resulting from the same and to take all reasonable precautions to prevent any such information from being divulged. If and whenever either party desires to inspect or examine works owned or controlled by the other, there shall be at all reasonable and convenient times, upon presentation of proper introductions and credentials, full and entire liberty and provision for such inspection or examination as to all processes, works and machinery relating to the manufacture aforesaid, but all expenses and remuneration of such inspectors shall in every case be paid by the party on whose behalf such inspection is made.

Fifth. - The Kaisha agrees to furnish the Company free of any charge any and all information and improvements or simplifications concerning the processes, apparatus or equip-

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ment, directly relating to the electrolytic manufacture of alkalis, chlorine or chloride of lime by the process of the Company which the Kaisha has or may introduce or invent in these processes, apparatus or equipment, and to allow the use of the same by the Company without charge. The Company agrees not to divulge or permit to be divulged to any other person except by the express consent in writing of the Kaisha any such information as to any process, manufacturing method, equipment or confidential communication relating to the same imparted directly or indirectly by or learned by means of or through the Kaisha, its agents or representatives or any information resulting from the same and to take all reasonable precautions to prevent any such information from being divulged.

Sixth. - The Kaisha agrees to pay to the Company within one (1) month after every fiscal period of six (6) months as royalty for the use of said patents and improvements, processes and information, a sum amounting to twenty-five per cent. (25%) of the Kaisha's net profit for the preceding six (6) months resulting from the electrolytic manufacture of alkalis, chlorine or chloride of lime or products produced directly through the operation of any such cells, all of which said business shall be conducted by the Kaisha as a separate unit for which unit a separate and individual set of books shall be kept and said net profit and the portion thereof to be received by the Company shall be ascertained as more fully set out in Article Seventh hereof, PROVIDED, HOWEVER, that, if, during any of the aforesaid fiscal periods of six (6) months the net profit of the Kaisha resulting from the aforesaid electrolytic manu-

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facture after deducting said twenty-five per cent. (25%) of such net profit shall amount to a sum less than Ten per cent. (10%) per annum on the capital invested by the Kaisha in such manufacture, then in that event, the Kaisha shall then pay to the Company twenty per cent. (20%) of its net profit from the aforesaid manufacture as royalty for the use of said patents and improvement, processes and information instead of the twenty-five per cent. (25%) hereinbefore reserved.

Seventh. - It is mutually agreed by the parties hereto that the aforesaid net profit and division of the same between the parties as set forth in Article Sixth shall be calculated as follows:

1. + Gross Receipts;

- (1) Sales Receipts,
- (2) Interest;
- (3) All other receipts.

2. - From which shall be deducted Total Expenses as follows:

- (1) Manufacturing and Operating Expenses;
- (2) Ordinary Repairs and Maintenance which shall include only such expenses as are necessary to keep the plant in suitable condition to operate at its original capacity and efficiency.
- (3) Administration and General Expenses;
- (4) Rent upon the land used for this separate unit, at the yearly rate of five per cent (5%) of the present land value;
- (5) Legal expenses, taxes and fees;
- (6) Commercial discounts which shall include all the discounts deducted by purchasers in payment of invoices;
- (7) Interest at not more than the prevailing market rate on necessary loans in addition to the ordinary working capital or investment appropriated to this particular unit; interest on neither of which is to be deducted;
- (8) Depreciation of fixed capital, exclusive of working capital which shall in the average not exceed ten per cent. (10%) yearly on such fixed capital investment.

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In no event shall the administration and general expenses and said legal expenses, taxes and fees charged to this separate unit of the Kaisha's business be greater in the average than similar items charged to other units of the Kaisha's business proportionately to the respective amounts of the capital invested in this unit and in the remaining units of the Kaisha's business, and represented by capital stock issued and outstanding. The balance remaining after deducting the above said total expenses from said gross receipts shall be taken as the gross profit from which the following items shall be deducted, the remainder being taken as the net profit:

- 1.- A reserve fund not exceeding an average of ten per cent. (10%) yearly of the gross profit of this unit;
- 2.- Bonuses for directors and inspectors not exceeding ten per cent. (10%) of the gross profits of this unit;
- 3.- A pension fund not exceeding an average of five per cent. (5%) of the gross profits of this unit.

In no event shall the average total deductions on account of reserve fund, bonus for directors and inspectors, and pension fund, charged to this separate unit of the Kaisha's business be greater than that charged to other units of the Kaisha's business, proportionately to the respective amounts of capital invested in this unit and in the remaining units of the Kaisha's business and represented by capital stock issued and outstanding.

Eighth. - The Kaisha agrees to submit the Company semi-annual statements of account certified under oath and further to allow the Company to delegate a representative to verify these statement of accounts from the books of the Kaisha.

Ninth.- The Kaisha agrees that the participation in

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the net profits referred to in Article Sixth of this contract shall never be less, from future enlargements and extensions, than the percentages referred to above which is not limited to the life of the aforesaid Japanese patents or improvements thereon and is not limited to the first or initial plant of the Kaisha but extends to any and all increase or enlargement thereof and to any and all other plants or business authorized, operated or controlled directly or indirectly by the Kaisha in which this process or apparatus is directly or indirectly used. The Kaisha further agrees that in the conduct of all this business it shall be and is liable for each and every liability, expense and loss incurred and that the Company is hereby expressly exempted from the same, it being mutually agreed that no partnership obligation is intended or shall arise as a result of these presents.

Tenth. - The Kaisha agrees in case it does not erect or operate in Japan within three(3) years from the date hereof a plant of at least five tons (of 2,000 pounds each) daily (24 hours) production of at least sixty per cent. (60%) caustic soda (Na_2O) or the equivalent of said quantity, and corresponding amounts of bleach or other chlorine products, then the Company shall be entitled to interdict the further use of its processes or apparatus by the Kaisha.

Eleventh. - The Kaisha admits the validity of said patent No. 25,840 and agrees never by any manner, method or form to contest the validity of the same nor to aid others directly or indirectly to infringe these patents or to contest the validity thereof and still further that any invalidity of

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said patent No. 25,840 now existing or that may arise in the future shall not alter nor affect this contract nor any of the terms thereof nor in any manner release the said Kaisha from any of the obligations, responsibilities and liabilities incurred directly or indirectly by reason of or through this contract.

Twelfth. - It is mutually agreed by both parties that this agreement shall bind and shall inure to the benefit of the parties hereto, their successors and assigns, and the parties hereto further agree that they, their successors and assigns, will execute, acknowledge and deliver such other or further instruments as may be necessary from time to time to give effect to this agreement, according to the true intent and meaning thereof.

Thirteenth. - In the event that the Kaisha shall abandon the use of said process by reason of the fact that it is not successful or because competition of rival undertakings or other impediments, notwithstanding the Kaisha's sincere and diligent efforts, shall render the business unprofitable, both parties to this agreement mutually agree to cancel this contract without compensation to either party. This contract shall also be terminable by the Company for the wilful and persistent failure of the Kaisha to carry out any of the obligations assumed by it hereunder. In the event of such cancellation or termination both parties agree not to divulge to any other party any information or impart any experience or training obtained by either party in relation to this business. Unless so cancelled or terminated it shall remain in full force

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and effect until terminated by mutual consent.

Fourteenth. - In case of any disagreement arising in regard to the construction or meaning of any of the provisions of this contract, or the validity thereof, or any alleged breach of any of the provisions hereof, or any disagreement as to the performance of this contract, or dispute in any way arising under it, any party to this agreement, or their successors or assigns, has the right to demand that all such questions, matters and disputes shall be submitted to arbitration. The Party demanding such arbitration shall duly name one of the arbitrators. The other party to this agreement is to name a second arbitrator and the two arbitrators so named shall hear and determine the matter in difference, and if they can agree, they shall decide it. But. if they cannot agree, then such arbitrators shall name a third arbitrator as umpire who shall decide such matter. If, however, the two arbitrators so named cannot agree on such third arbitrators as umpire, then the Company shall through the Chamber of Commerce of the State of New York nominate an elector of a final arbitrator and the Kaisha through the Chamber of Commerce of the City of Tokio shall likewise nominate an elector of such final arbitrator, and such electors so named shall agree upon and name a person who shall act as final arbitrator and umpire and such final arbitrator and umpire shall decide all matters in dispute and difference between the parties hereto. It is expressly agreed by both parties hereto that the decision of the first named arbitrators, if they shall agree, or of the final arbitrator in case of disagreement between the arbitrators first named, shall be final

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and binding upon all the parties hereto, their successors and assigns, with the same force and effect as a decree of a court of competent jurisdiction.

IN WITNESS WHEREFOR, the parties hereto have caused these presents to be signed in duplicate by their officers thereunto duly authorized and their respective corporate seals to be hereunto affixed as of the day and year first above written.

HOOKER ELECTROCHEMICAL COMPANY,

BY E. H. Hooker (Signed)

President

Attest:

D. (Signed)

Secretary.

KANTO SANSO KABUSHIKI KAISHA,

BY Y. Tanaka (Signed)

President.

Attest: Uichiro Ishikawa (Signed)

Director and Secretary.

State of New York)
Country of New York) S.S.

On this 31 day of August, 1915, before me personally appeared E. H. HOOKER, to me known, who, being by me duly sworn, did depose and say; that he resides at New York City, N.Y. ; that he is the president of Hooker Electrochemical Company, the corporation described in and which executed the foregoing instrument; that he knows the seal of said corporation; that the seal affixed to said instrument is such corporate seal; that it was so affixed by order of the Board of Directors of said corporation, and that he signed his name thereto by like order.

C. B. N.

(Signed)

Commissioner of Deeds, New York City,

Empire of Japan
City of Yokohama)
Consulate General S.S.
of the U. S. A.)

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New York ----- No.17006.
-----March 23 - 1917.

On this first day of March, 1915, before me personally appeared Y. Tanaka to me known, who, being by me duly sworn, did depose and say, that he resides at Tokio, Japan, that he is the president of the Kanto Sanso Kabushiki Kaisha, the corporation described in and which executed the foregoing instrument; that he knows the seal of said corporation; that the seal affixed to said instruments is such corporate seal; that it was so affixed by order of the Bord of Directors of said corporation, and that he signed his name thereto by like order.

C. N. L. (Signed)

Consul General of the
United State of America
at Yokohama, Japan.

LICENCE CONTRACT

BETWEEN

Messrs. KOKUSAN KOGYO Kabushiki Kaisha, at TOKYO/JAPAN
hereafter referred to as "KOKUSAN KOGYO"

and

Messrs. TITAN KOGYO Kabushiki Kaisha, at TOKYO
hereafter referred to as "TITAN KOGYO"

the following agreement is made and entered into, binding the parties as well as their legal successors.

1.

TITAN KOGYO have this day made a contract with the DOITSU SENRYO GOMEI KAISHA of KOBE/TOKYO, by which the two companies agree to grant each other licences for the production of Titanium Pigments, at the terms described in detail in the contract "D". Referring to that contract, KOKUSAN KOGYO undertake to grant TITAN KOGYO exclusive licences within the scope of the "licensed field" as hereinafter defined under all patents, processes and subject matter available to KOKUSAN KOGYO now or later with the right for TITAN KOGYO to grant sublicences.

The term "licensed field" wherever herein employed means and includes

- a) All methods, processes and apparatus in the field of manufacture of all Titanium compounds, containing two per cent (2%) or more of the element Titanium in a chemically, mechanically or physically combined state and mixtures thereof, which can be used as pigments, whether or not adapted for other uses and
- b) All such Titanium compounds and mixtures, which can be used as pigments, whether or not adapted for other uses.

2.

Whenever KOKUSAN KOGYO file an application for letters patent on an invention in the licensed field KOKUSAN KOGYO shall within two months from the date of filing send a copy thereof to TITAN KOGYO with information as to the countries in which KOKUSAN KOGYO will file an application or such invention.

TITAN KOGYO and their licensees or sublicensees shall be entitled to apply for patents in all other countries and KOKUSAN KOGYO will on request supply TITAN KOGYO with all necessary papers and powers for that purpose and so far as possible under the provisions the International Convention for the Protection of Industrial Property.

KOKUSAN KOGYO shall prosecute with all possible diligence and care, all patent applications which KOKUSAN KOGYO have announced will be filed by them and in the case of difficulties confer with TITAN KOGYO their licensees or sublicensees in the respective countries as instructed by TITAN KOGYO.

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3.

KOKUSAN KOGYO undertake to make in due time all payments necessary to maintain and prolong the patents in the licensed field, unless TITAN KOGYO expressly renounce their claim on an exclusive licence.

4.

The expenses incurred by KOKUSAN KOGYO in obtaining, maintaining, prolong or defending any patent in the "Licensed Field" in future will be refunded by TITAN KOGYO. TITAN KOGYO is, however, relieved of this obligation when the exclusive licence is renounced by them or otherwise terminates in which case TITAN KOGYO shall be entitled to a non-exclusive licence under the patents in question.

5.

K KOKUSAN KOGYO agree that they will as far as possible require their officers, agents and employees to assign to them any and all inventions within the licensed field which may be made by them or any of them prior to the time fixed for the termination of the exclusive licences and of any extension of such time.

6.

The exclusive licences hereby granted shall last as long as KOKUSAN KOGYO continue to own shares in TITAN KOGYO in accordance with the contract made between KOKUSAN KOGYO and DOITSU. Should such ownership cease, TITAN KOGYO will receive a non-exclusive licence in respect of all inventions, patents and patent applications of which KOKUSAN KOGYO are then the owner, such licences being available to TITAN KOGYO as well as their licensees and sub-licensees who have received or may subsequently receive a licence from TITAN KOGYO.

7.

TITAN KOGYO or any exclusive sublicensee under any patent hereunder shall be entitled at their own expense to take any legal steps for the protection of such patent and recover damages, penalties and profits for infringements of such patent and to receive for their own benefit any sums recovered by such steps. They are for such purpose entitled to use the name of KOKUSAN KOGYO as owners of the patents but this gives them no right to claim reimbursement from KOKUSAN KOGYO of the expenses incurred by the procedure. The party taking such steps shall, however, provide for KOKUSAN KOGYO satisfactory security against all expenses and liabilities which may result for KOKUSAN KOGYO from such proceedings.

KOKUSAN KOGYO shall be notified of such steps immediately and shall be entitled to intervene at their own expense in such litigation.

8.

TITAN KOGYO shall never directly or indirectly question or contest the validity of any patent under which it is licensed by

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KOKUSAN KOGYO nor use nor infringe the same except as licensed nor connive with or afford any pecuniary or other assistance to any contestant or questioner of such validity.

KOKUSAN KOGYO assume the same obligations with regard to the patents of TITAN KOGYO and of the companies cooperating with TITAN KOGYO in the "licensed field".

9.

KOKUSAN KOGYO undertake that, in case they invent or have at their disposal as owners or licensees any process which involves the use of Titanium Pigments, they will stipulate when granting licences in respect of such processes, that the licensees shall cover their requirement of Titanium Pigments solely and exclusively from TITAN KOGYO or their licensees or sub-licensees, or such other firms designated by DOITSU, unless KOKUSAN KOGYO satisfies DOITSU that such stipulation is impracticable.

10.

KOKUSAN KOGYO undertake to provide that the Nippon Sangyo Concern undertake for itself and use all endeavours and take all measures in its power to ensure that its associated and affiliated companies shall respect this agreement as if they were parties to it and that they shall do nothing contrary to the interests of TITAN KOGYO and the companies cooperating with TITAN KOGYO in the "licensed field".

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DATED 14th June 1929.

MESSRS HANDLEY PAGE LIMITED

- to -

MESSRS MITSUBISHI KOKUKI KABUSHIKI KAISHA.

L I C E N C E

Brash Wheeler Chambers Davies & Co.

16 Paternoster Row,

London, E.C.4.

T H I S I N D E N T U R E made the Fourteenth day of June one thousand nine hundred and twenty-nine B E T W E E N H A N D L E Y P A G E L I M I T E D whose registered office is at 40 Claremont Road Cricklewood in the Country of Middlesex England (Hereinafter called "the patentees") of the one part and MITSUBISHI KOKUKI KABUSHIKI KAISHA a Company incorporated in Japan in accordance with Japanese Law whose registered office is at Tokyo Japan and whose Agents in London are Mitsubishi Shoji Kaisha Limited of Cory Buildings 117 Fenchurch Street in the City of London (hereinafter called "the Licensees") of the other part W H E R E A S the Patentees are the owners of certain Letter Patent in Japan in connection with wings for aeroplanes the particulars whereof are set forth in the Schedule hereto A N D W H E R E A S by an Agreement made the twelfth day of June one thousand nine hundred and twenty-eight between the Patentees of the one part and the Licensees of the other part the Patentees agreed to grant to the Licensees a Licence (as hereinafter mentioned) to design manufacture and sell in Japanese territories only aeroplane wings in accordance with the said Letters Patent (hereinafter referred to as Handley Page Slotted Wings) and any improvements modifications and developments thereto upon the terms and conditions hereinafter contained in consideration of the payment by the Licensees to the Patentees of the sum of Fifty-three thousand seven hundred and fifty pounds in part satisfaction whereof there was paid to the Patentees on the execution of the now reciting Agreement Ten thousand pounds and on the Thirty-first day of December one thousand nine hundred and twenty-eight Eight thousand seven hundred and fifty pounds and as to the balance of the said sum of Fifty-three thousand seven hundred and fifty pounds namely Thirty-five thousand pounds the Licensees agreed to give to the Patentees a Bond of the Licensees for the payment of the sum of Eight thousand seven hundred and fifty pounds on the Thirty

first day of December One thousand nine hundred and twenty-nine and a similar sum namely Eight thousand seven hundred and Fifty pounds on each of the following ^tdays namely the Thirty-first day of December One thousand nine hundred and thirty-the Thirty-first day of December One thousand nine hundred and thirty-one and the Thirty-first day of December One thousand nine hundred and thirty-two N O W THIS INDENTURE WITNESSETH that in pursuance of the said Agreement and in consideration of the sum of Eighteen thousand hundred and fifty pounds paid by the Licensees to the patentees as to Ten thousand pounds thereof on the Twelfth day of June One thousand nine hundred and twenty-eight and as to Eight thousand seven hundred and fifty pounds on the Thirty-first day of December One thousand nine hundred and twenty-eight (the receipt whereof the Patentees do hereby acknowledge) and of the handing over by the Licensees to the Patentees of the said Bond securing payment of the said sum of Thirty-five thousand pounds the Patentees hereby grant to the Licensees full and exclusive licence and Authority during the terms of the said several Letters Patent now to come and unexpired and any prolongation or extension thereof to design manufacture and sell in Japanese Territories only (but not elsewhere) in connection with aircraft now or hereafter belonging to the Japanese Naval Department or to be used by them for service with the Japanese Navy only (except with the previous consent in writing of the Patentees) wings constructed in accordance with any one or more of the inventions the subject of the said Letters Patent for incorporation in such aircraft whether constructed or reconstructed by the Licensees or by any other manufacturers and if desired of applying the said invention in Japanese Territory to existing aircraft for use by the Japanese Navy only and the parties hereto DO HEREBY COVENANT AND AGREE each with the other as follows:-

1. THE patentees shall forthwith supply to the licensees all such information and drawings as are necessary to enable the Licensees to proceed with the design manufacture and sale of Handley Page Slotted Wings.
2. IF The Licensees shall so desire and at their own expense send an engineer or engineers who shall be in their regular and permanent employ to the works of the Patentees at reasonable and proper times the Patentees will afford to such engineer or engineers facilities to acquaint himself or themselves with the methods of design and details of construction of Handley Page Slotted Wings and of the component parts thereof in so far as such information shall be requisite to enable such engineer or engineers to apply the same to the said aircraft.
3. SHOULD the Licensees by notice in writing addressed and delivered to the Patentees so require the Patentees will on such terms as may be previously agreed upon in writing and at the entire cost and expense of the Licensees.
 - (a) Send to the works of the Licensees a competent engineer to advise the Licensees in matters connected with the design construction and application of Handley Page Slotted Wings
 - (b) Carry out for the Licensees wind channel tests so far as they may require the same in connection with Handley Page Slotted Wings
 - (c) Design and or manufacture parts of such Wings or Slotted Wings
 - (d) Fly aircraft to which Slotted Wings have been applied by the Licensees for the purpose of testing the same
4. THE Licensees shall not at any time hereafter raise or cause to be raised any question concerning or any objection to the validity of the said Letters Patent on any ground whatsoever
5. THE Patentees hereby covenant with the Licensees that not-

withstanding anything by the Patentees done omitted or knowingly suffered the Patentees now have power to grant this Licence and that the same shall be enjoyed without interference by the Patentees or any one claiming through or under them or by any one who may properly and legally establish that the Licensees have no right to the full and exclusive licence and authority hereby granted

6. THE Licensees shall affix to each Handley Page Slotted Wing manufactured by them and in a conspicuous place thereon a Metal Plate containing a statement in plain letters to the effect that the wing is manufactured under a License to the Licensees from Handley Page Limited the owners of Patents Numbers 40493, 40882, 40883, 40881, 40880, 60819 and Japanese Application Number 1969 Automatic Slot stating the numbers of the Letters Patent used in the construction of such Wings and also stating the number of the aeroplane with which such Wings are licensed to be used
7. THE Licensees shall give notice in writing to the Patentees of any infringement or threatened infringement of the said Letters Patent which shall at any time from time to time come to their knowledge
8. THE Patentees shall so far as they may be entitled so to do communicate to the Licensees all improvements modifications and further inventions that they may discover or propose to use with respect to the said invention during the subsistence of this Licence (whether such improvements modifications or further inventions shall be patented or not) such improvements modifications and further inventions shall be deemed to include the inventions included in the British Letters Patent Numbers 223292, 167318 and 263290 The Patentees will so far as they may be entitled so to do fully disclose to the Licensees the nature and manner of performing the same and so far as they are entitled so to do will permit the Licensees to manufacture and sell

the same in Japanese Territories for use in connection with aircraft belonging to the Japanese Naval Department for service with the Japanese Navy only without payment of any kind

9. THE Licensees shall so far as they may be permitted by Law so to do forthwith communicate to the Patentees any improvement modification or further invention that they may discover or propose to use with respect to the said invention during the subsistence of this Licence (whether such improvement modification or further invention shall be patented or not) and will so far as they may be permitted by law fully disclose to the patentees the nature and manner of performing the same should the Licensees whether in their own names or that of any other person persons company or firm patent any such improvement modification or further invention in any part of the world the patentees shall be entitled to use the same during the whole period of such patent or patents
10. THE Patentees shall pay all renewal fees and do all such acts and things as may be necessary to maintain and keep on foot the said Letters Patent unless and until the Licensees shall acquire such Letters Patent
11. THE Licensees shall not at any time use the said invention other than in connection with aircraft for use in the Japanese Navy and shall not disclose and shall use their best endeavours to prevent the disclosure to any person persons firm company or corporation (other than the Patentees) without the consent in writing of the Patentees of any secret manufacturing process knowledge or information in connection with the said invention which may come to their knowledge (other than improvements or inventions by the Licensees) during the continuance of this Licence always excepting in so far as it may be necessary for the Licensees to produce drawings and submit information concerning the said invention to the Japanese Navy in connection with specific-

ations and designs of aircraft incorporating the said inventions which they may require

12. IF any question or dispute shall arise between the parties hereto or their assigns with regard to their respective rights or liabilities or otherwise under these presents the same shall be referred to the decision of two referees or their umpire pursuant to the Arbitration Act 1889 or any statutory modification or re-enactment thereof

13. ANY notice required or authorised to be given by either party hereunder to the other may be served by prepaid letter sent through the post in the case of notice to the Patentees to their registered office for the time being and in case of notice to the Licensees to Mitsubishi Shoji Kaisha Limited of Cory Buildings 117 Fenchurch Street in the City of London their duly appointed Agents or Attorney and it shall operate and be deemed to have been served at the expiration of Ninety-six hours from the time of being put into the post Office or a Pillar Box under the control of the Postmaster General and proof that the letter was properly addressed and posted shall be sufficient evidence of service.

14. THIS Licence shall be construed and take effect according to English Law.

I N W I T N E S S whereof the Patentees and the Licensees have hereunto caused their respective seals to be affixed to day and year first above written.

SCHEDULEJapanese Patent Number.British Patent Number.

40,493	157,567	Originally forwardly located slot.
40,882	166,428	Swivelling type of Slot.
40,883	166,429	Sliding type of slot.
40,881	166,430	Swinging gate type of slot.
40,880	172,109	Plurality of Slots.
60,819	176,909	Slot between sileron and wing.

And Japanese Application Number 1969 Automatic Slot.

THE COMMON SEAL of MITSUBISHI KOKUKI)

KABUSHIKI KAISHA was hereunto affixed)

in the presence of:)

CONTRAT DE CESSION DE LICENCE DE FABRICATIONDES COMPRESSEURS & COMMANDES MECANIQUES DE COMPRESSEURS "FARMAN"ENTRE LES SOUSSIGNES:

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La Societe Henry, Maurice et Dick FARMAN, dont le siege social est 149, rue de Silly a Billancourt (Seine), ci apres denommee "F", representee par Monsieur Maurice FARMAN

d'une part,
Et MITSUBISHI AIRCRAFT CO., LTD., dont le siege social est 4 Nichome Marunouchi TOKIO, ci apres denomme "M" representee par Monsieur MATSUMOTO, administrateur delegue de la Societe Anonyme Francaise MITSUBISHI, dont le siege est 70 bis rue d'Amsterdam, a Paris,

d'autre part,

IL A ETE ARRETE ET CONVENUE CE QUI SUITI.) CESSION DE LICENCE

F cede a M le droit non exclusif de fabrication par la MITSUBISHI AIRCRAFT CO., LTD., au JAPON et en MANDCHOURIE, sans droit de recession, d'un appareil suivant les inventions decrites au brevet francais No. 631989 correspondant au brevet japonais No. 9130, au brevet francais No. 654205 correspondant au brevet japonais No. 96821, au brevet francais No. 668021 correspondant a la demande de brevet No. 76030 adressee au Japon le 23/1/30, aux brevets Nos. 724.141, 726.162 (demande au Japon 11403), 738.130 et 750.976 (demandes en France 346334 et 352271) pour tous les moteurs que la MITSUBISHI AIRCRAFT CO., LTD., constuuit ou fait construire comme pour tous ceux qu'elle construira ou fera construire, a l'avenir, au JAPAON et en MANDCHOURIE.

Cette licence comprend, pendant la validite des brevets, le droit d'exporter en tous pays des appareils montes sur ou destines a des moteurs FABRIQUES au JAPAON et en MANDCHOURIE par ls MITSUBISHI AIRCRAFT CO., LTD., ou par ses sous-traitants: "meme si des brevets correspondant a ceux mentionnes ci-dessus sont delivres dans ces pays".

F s'engage a fournir a M tous documents pour la construction des appareils precites et a l'aider par tous les moyens raisonnables. F, sous reserve d'approbation du Gouvernement francais, acceptera dans ses usines, des Ingenieurs stagiaires de M aux frais et sous la responsabilite de M.

Du personnel technique pourra etre fourni par F a M pour l'aider, au Japon, a la fabrication des appareils precites, a des conditions a debattre.

M profitera gratuitement de tous perfectionnements brevetes ou non apportees par F aux appareils stipules. Reciproquement M fera profiter F des ameliorations qu'elle pourra apporter aux dits appareils brevetes ou non.

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2.) PRIX

Pour renumerer F des avantages concedes et qui, en dehors du droit de fabrication au Japon et en Mandchourie, comportent le benefice des etudes de F en general ainsi que des sais et de son experience technique, avec possibilite, grace aux dessins qui lui seront remis par F. d'organiser immediatement une fabrication industrielle, M remettra a F:

a) une commande de deux compresseurs du meme type, au prix de 40.000 Francs l'un, plus 15.000 Francs d'indemnite de prototypes pour les deux. Le tiers de cette somme totale de 95.000 Francs sera payable a la commande et le reste sera verse a la livraison, aux usines Farman, apres reception faite par un ingenieur delegue par M, dans un delai de quatre mois, aux clauses techniques fixees d'autre part.

b) une somme forfaitaire de 30.000 francs (trente mille francs) dans laquelle est compris la fourniture des dessins d'etude et de construction de trois compresseurs prototype, et qui sera payable a la signature du present accord. Les dessi devront etre livres dans un delai de quatre mois.

c) la somme de 250.000 francs (deux cent cinquante mille francs) payable lorsque M desirera entreprendre elle-meme la construction des appareils precites et destines a la vente en serie. F autorisera M a construire ses prototypes anterieurement au paiement des 250.000 francs.

d) une redevance calculee annuellement sur le prix de facture du moteur complet equipe de l'appareil precite, de :
1.50% jusqu'a 100.000 francs (cent mille francs) redevances
1.25% au dessus de 100.000 francs (cent mille francs) de redevances et jusqu'a 250.000 francs (deux cent cinquante mille francs)
1.00% au dessus de 250.000 francs (deux cent cinquante mille francs) de redevances.

e) 5% (cinq pour cent) sur le prix de vente des pieces detachies fabriquees par M ou par ses sous-traitants, wtant entendu que ces pieces detachees ne servirent qu'a la reparation d'appareils pour lesquels la licence aura ete payee.

3.) PAYEMENT DES REDEVANCES :

M tiendra a la disposition de F une comptabilite de la construction des appareils precites.

M enverra a F le 15 avril de chaque annee le releve des moteurs ou pieces detachees facturees au 31 mars: les paiements des redevances ayant lieu le 31 mai.

Les etats de redevances porteront le numero du moteur livre et le numiro de la plaque de licence correspondante. Tout appareil

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devra porter, apposee d'une facon apparente, une plaque de licence qui sera fournie par F. Cette plaque de licence portera le numero d'ordre et l'indication d'un ou de plusieurs numeros des brevets de F.

Les sommes prevues dans le present accord aux paragraphes d) et e) de l'article 2) ci-dessus, suivant l'etat annuel des ventes remis par M., seront payables en especes au cours de jour du payement en monnaie francaise.

Les paiements prevus dans le present accord sont nets et seront verses a F sans aucune retenue pour impots, commissions, etc...

4.) DUREE

La present contrat restera en vigueur jusqu'a l'extinction, en France et au Japon, des brevets ci-dessus mentionnes.

5.) CLAUSES ADMINISTRATIVES

M s'engage a ne pas discuter directement ou indirectement la validite des brevets ci-dessus indiques, et quel que soit le sort de ces brevets toutes les sommes jusqu'alors versees seront definitivement.

En cas de contestation au sujet du present contrat, les parties donnent attribution de juridiction aux Tribu aux competents de la partie attaquée.

Les frais de timbre et d'enregistrement sont a la charge de celle des parties qui exigera cette formalite.

Fait en trois exemplaires a Paris le, 15 JANVIER 1934

(Signed)

(Signed)