

Licence agreement

This agreement is dated and effective from the 1st of February 1971 between Oy Polykem Ab, a Finnish company registered in Helsinki, and _____ a _____ with its registered office at _____.

This agreement is an exclusive agreement between Oy Polykem Ab, hereafter called licensor, and _____, hereafter called licensee, by which the licensor grants the licensee the exclusive rights to manufacture, distribute and sell closer in to this agreement marked attachment Exhibit A and B described structures of plastic material as it is presently manufactured and as it may hereafter be developed by licensor or licensee.

Licensee agrees to honour a right for Gulf Oil Company to use the structure marked Exhibit A on an exclusive basis for gas stations and related distribution buildings and not to sell other oil companies this product unless licensor within three years' time from signing of this agreement agrees to such sales. Licensor agrees to keep licensee informed of negotiations with Gulf Oil Company U.S.A. with regard to this special usage of the structure.

Licensee agrees to undertake same conditions for the structure marked Exhibit B towards British Petroleum Ltd. (BP) or Sinclair Oil Company.

Now, therefore in consideration of the mutual covenants herein contained and intending to be legally bound, parties agree as follows:

§ 1

The territory covered by this agreement shall be the United States of America. The licensor agrees to supply no other person, company or other institution with technical information, moulds or other deliveries which are given or sold for the purpose to manu-

facture in Exhibit A and B described structures in above-said territory. All enquiries received by licensor from in this § mentioned territory for in Exhibit A and B described structures shall immediately be forwarded to licensee and licensee undertakes to forward all enquiries received by him concerning other territories to licensor.

Sub-licences may be given by licensee to other parts in the territory, however, only if sub-licensee agrees to maintain all responsibilities as mentioned in this contract towards licensor. Licensee undertakes full responsibility for such sub-manufacturers.

§ 2

The licensee agrees upon undertaking no sub-licence production, export or other deliveries to other territories than agreed upon in this agreement unless written permission is given by licensor to undertake such deliveries or sub-licensing.

§ 3

The licensor undertakes to provide licensee with following information, know-how and material:

- moulds or master moulds as per attached quotation.
- one (1) set of architectural, structural, electrical and sanitary drawings which are approved in Finland as official building drawings
- one (1) set of available photographs or other available material for publicity purposes
- any and all available design patents, agreements or related material for the protection of the exclusive manufacturing rights of above-said structures
- on licensee's own expense with regard to wages, travels and accommodation licensor undertakes to train up to three employees from licensee's factory for periods between one to three months free of charge in licensor's plant in techniques used in manufacture of in Exhibit A and B described structures as at time

being in Finland used techniques of manufacture provided such training periods are agreed upon when in Exhibit A and B described structures are under normal production in licensor's plant.

On request by licensee, licensor agrees to apply for design patents, trade marks and other available forms of legal protections when ever possible for in Exhibit A and B described constructions on licensee's expense, and shall such legal protections be submitted to licensee's use when approved.

§ 4

The licensor shall continually provide licensee with information on and drawings of new production methods or other developments unless third part objects to such information being transferred.

The licensee shall under same conditions inform the licensor of such improvements.

All information mentioned in this paragraph shall be transferred free of charge providing that possible third part having made the improvements has no claims.

Possibly developed new moulds shall be available in both directions at self-cost price.

§ 5

Licensor agrees upon undertaking deliveries of any product, machinery mould or master mould incorporated in the manufacture of in Exhibit A and B shown structures as at the time of delivery being used in the production in licensor's own manufacturing process, provided such deliveries do not infringe on any patent or other legal obstacle in licensee's territory. Such deliveries are separately agreed upon according to present manufacturing costs at time of licensee's order.

§ 6

Licensee agrees to pay licensor or by licensor assigned person or institution following licence fees and royalties for above-said material, information and exclusive rights for in Exhibit A and B described building structures or any future development of said structures developed by either licensee or licensor.

Licence fee

US \$ 35.000 in cash upon signing this agreement
US \$ 5.000 before the end of February 1972

US \$ 5.000 before the end of February 1973

Any royalty-payments done during respective year 1972 and 1973 shall be deducted from the licence fee.

§ 7

The licensee undertakes to account and pay a royalty on all and any structures manufactured in his territory for in Exhibit A and B shown structures. This royalty shall consist of following:

Structure as per Exhibit B

For each manufactured unit consisting of a square projection in size appr. 23' x 23' with a roof and a floor construction of a shape closer shown in Exhibit B

US \$ 200 per unit

Structure as per Exhibit A

For each manufactured section as shown in Exhibit A

US \$ 25 per section

Licensee undertakes to submit a statement of any and all units or sections manufactured by himself or his sub-contractors in the territory one month after each calendar quarter to licensor.

§ 8

Royalty-payments shall be paid by licensee within 30 days after each such statement. Licensee guarantees upon undertaking at the end of each calendar year during the validity of this agreement to pay a minimum total royalty consisting of following amounts:

first year	no minimum royalty
second year	<u>a minimum of 3.000 US \$ annually</u>
third year	<u>a minimum of 5.000 US \$ annually</u>
thereafter each year	<u>a minimum of 5.000 US \$ annually</u>

§ 9

The failure of licensee to pay any and all licence fees or royalties during any calendar year beginning from the date of this agreement is deemed to be a breach of this agreement and licensor may at his option terminate this agreement and appoint another licensee upon such breach within 30 days' notice to licensee of such intention.

§ 10

Licensee agrees on licensor's request to show a by licensor appointed person his books in order to establish that royalty statements are correct, and if grave disinformation is discovered shall such information be referred to to in § 12 mentioned chairman of arbitrators who shall determine whether such misinformation is intentional and considered a breach of this contract or unintentional and leading only to payment of unpaid royalties.

§ 11

This agreement will be valid from the date of its approval and shall remain in force for a period of 10 (ten) years. Both parties will agree upon an automatic extension of the agreement for two years each time unless six (6) calendar months' previous notice is given in writing.

§ 12

Should any disagreement between licensor and licensee concerning this agreement arise, both parties shall co-operate to solve all differences in an amicable manner. Should settlement of such differences prove impossible in this way the case will be submitted to three arbitrators, one appointed by licensee, one by licensor and one by the Finnish Section of the International Chamber of Commerce, Helsinki, who also is the chairman of arbitrators. The arbitration will take place in Helsinki and the case is to be handled according to the laws of Finland. The award shall be final and binding upon the parties.

§ 13

All assignments by licensee of this agreement or part thereof shall be approved by licensor. In case licensee will be in serious financial troubles and subsequently will file for proceeding under local bankruptcy laws, this agreement is automatically cancelled the same date such filing is done, and licensor has the full rights to appoint a new licensee. Licensee cannot claim repayment of licence fees or other payments in such cases.