4.5.5. Agreement 1 between Heinrich Beck and General Electric (7.5.1921)

This Agreement made this 7th day of May, 1921, by and between H e i n r i c h B e c k of Meiningen, Germany (hereinafter referred to as the Vendor), party of the first part, and G e n e r a l E l e c t r i c Company, a New York corporation (hereinafter referred to as the General Company), party of the second part

Witnesseth:

WHEREAS on January 21, 1915, the parties hereto entered into an agreement the subject of which was the Beck system of searchlights; and

whereas the General Company was by said agreement restricted under certain conditions in the sale of Beck system of searchlights outside of the United States and

WHEREAS the parties hereto desire to remove such restrictions as hereinafter set forth;

NOW THEREFORE, in consideration of the mutual covenants herein contained and the payment of One Dollar by each party to the other, receipt of which is hereby acknowledged, the parties hereto agree as follows:-

FIRST. That there be stricken from said agreement between the parties hereto dated January 21, 1915,
subdivision F of Article Third which reads as follows, namely:

"(F) The General Company agrees that it will not sell any searchlights which involve inventions described in the patents referred to hereunder or patents which may be hereafter acquired by the General Company hereunder to any person, firm or corporation for use by any government, except the United States of America which was at war with the Empire of Germany within a period of five years prior to the date of such sale. This covenant is not to be understood as granting to the General Company any rights in countries foreign to the United States of America and is of the essence of this agreement."

F of Article Third is not intended to give to the General Company any right or license under patents outside of the United States of America relating to the Beck system of searchlights or otherwise.

THIRD. For the cancellation of said sub-division F of Article Third the General Company agrees topay to the Vendor a lump sum of \$5.2000.- (two thousand dollars) payable to Mr. Schwartz, 11 John Street New York at the delivery of this signed agreement.

FOURTH. Said agreement of January 21, 1915, except as amended hereby, is in all things ratified and approved.

IN WITNESS WHEREOF, the parties hereto have executed this agreement the day and year first above written.

In presence of:

Heinrich Beck.

WITNESS (Name illegible)

WITHESS

Name illegible)

GENERAL ELECTRIC COMPANY,

by Francis The