FIBER GLASS - GENERAL
1946 - 1956

FIBER GLASS

MTC 017321

25951-53

SUBPOENA SPEC. # 17

☐ PRIVILEGED

☐ CONFIDENTIAL

☒ NON-CONFIDENTIAL
H-L 4/13/78

☒ RESPONSIVE

☐ ANTI-TRUST SENSITIVE

☐ NOT RESPONSIVE

FILE NO. litigation file JMVCT

PATENT

[redacted]

MTC 017322

LICENSE AGREEMENT SUPPLEMENT

25951

THIS AGREEMENT, effective as of the ___ day of _____, 1974, by and between JOHNS-MANVILLE CORPORATION, a corporation of the State of New York, having a place of business at Greenwood Plaza, Denver, Colorado 80217 (hereinafter referred to as "J-M"), and PPG INDUSTRIES, INC., a corporation of the State of Pennsylvania, having a place of business at One Gateway Center, Pittsburgh, Pennsylvania 15222 (hereinafter referred to as "PPG");

WITNESSETH:

WHEREAS, J-M and PPG are parties to a certain "License Agreement" made as of the 1st day of June, 1969 regarding a J-M rotary process for the manufacture of glass fiber referred to in the aforesaid License Agreement as the "SX Process" (hereinafter referred to as "J-M and PPG License Agreement") under which J-M granted certain rights and licenses to PPG subject to certain terms, covenants, conditions and limitations and under sub-section (b) of Section 1 of ARTICLE III of which J-M agreed to supply and has supplied to PPG among other things certain rotary fiberizing units, composed of a turret assembly with two (2) spinner units, and certain related parts; and

WHEREAS, PPG now desires J-M to supply to PPG certain additional rotary fiberizing units and certain related parts, and J-M is willing to do so;

NOW, THEREFORE, in consideration of the premises and the mutual covenants of the parties hereinafter expressed, J-M and PPG have agreed and do hereby agree as follows:

COPY
ORIGINAL
IN
LEGAL
DEPARTMENT

ARTICLE I

1. As of the effective date of this Agreement, the J-M and PPG License Agreement is supplemented and amended in accordance with the following:

(a) On page 9, after sub-section (f) of Section 1 of ARTICLE III, the following additional sub-section is inserted.

"(g) Upon receipt by J-M prior to December 31, 1974 of PPG's firm order, J-M shall supply to PPG up to three (3) rotary fiberizing units, of the type supplied PPG by J-M under Sub-section (b) of Section 1 of ARTICLE III of this Agreement, each composed of a turret assembly with two (2) spinner units complete with all necessary parts, and a set of molds for casting refractories for the combustion chambers of the fiberizing units, such rotary fiberizing units and molds to be delivered to PPG by J-M within eight (8) months of delivery of PPG's purchase order to J-M."

(b) On page 13, after Section 2 of ARTICLE IV, the following additional Section is inserted:

"2A. Within ten (10) days after the delivery of the rotary fiberizing units and molds by J-M pursuant to Section 1 (g) of ARTICLE III, above, PPG shall pay to J-M, as consideration for each rotary fiberizing unit, the sum of Forty-One Thousand Dollars ($41,000) per each rotary fiberizing unit and as consideration for the set of molds, the sum of One Thousand Three Hundred Dollars ($1,300)."

(c) Except as provided in ARTICLE II of an Agreement by and between JOHNS-MANVILLE CORPORATION; PPG INDUSTRIES; and CERTAIN-TEED

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PRODUCTS CORPORATION, dated 1st day of July, 1974, all other terms and provisions of the J-M and PPG License Agreement shall remain unchanged and in full force and effect.

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Excepting writing referred to herein and any other written agreements which may concurrently or hereafter be made between the parties hereto, this writing constitutes the entire Agreement between the parties hereto relating to the subject matter of this Agreement, and there are no understandings, representations or warranties of any kind except as expressly set forth herein.

IN WITNESS WHEREOF, each of the parties has caused this Agreement to be duly signed and sealed and delivered to the other parties.

JOHNS-MANVILLE CORPORATION

By _____
Vice President

ATTEST:

_____
Secretary

PPG INDUSTRIES, INC.

By _____
Title

ATTEST:

_____
Secretary

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