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October 4, 1967

S. W. Gustafson, Esq.
Smith & Kanzler Company
5750 West Roosevelt Road
Chicago, Illinois 60650

Re: Cartier Insulation Limited

Dear Mr. Gustafson:

Further to our letter of September 11, 1967 we understand from our client Mr. W.H. Wilson, Jr. that he has had a conversation with your Mr. Robert Burns in connection with the License and Technical Assistance Agreement forwarded with your letter of September 8, 1967 as a result of which changes are required to be made to the said Agreement as follows:

1. Paragraph 5, page 4: The royalty of $15 payable by the Licencee is to be $15 in Canadian funds.

2. Paragraph 9, page 7: In the event that the Licencee during the term of the agreement shall make or acquire any improvements or inventions relating to licensed products, Licencee shall grant to Smith & Kanzler "the royalty free, non-exclusive, non-terminable right to use such improvement or invention, to make and use machines embodying such improvement or invention and to make, use and sell products embodying such improvement or invention in the United States of America only."

In addition to the above, I would like to point out that Cartier Insulation Limited is a Company organized

and existing under the laws of Canada having its principal office in Montreal, Quebec, Canada and this is the manner in which the Company should be described on page 1 of the Agreement.

Subject to these two modifications, I understand that the balance of the agreement is acceptable to our clients.

As you are aware that this Agreement forms part of a package transaction composed of this Agreement and the agreement for the purchase of the machinery and equipment for the production of your products (the terms of which have now been settled) we would appreciate receiving the final copies of this agreement for execution at the same time as the other agreement.

Thank you very much for your cooperation in this matter.

Yours very truly,

J. Brian McMullan

JBM:lr
c.c. -Mr. W.H. Wilson, Jr.

VPD-158-0000913