PLAINTIFF'S EXHIBIT
GP-570

BESTWALL Gypsum Company

120 EAST LANCASTER AVENUE • ARDMORE, PENNSYLVANIA

February 6, 1963

Johns-Manville Sales Corporation
22 East 40th Street
New York 16, New York

Gentlemen:

Reference is made to our Agreement with you dated January 1, 1961 for the sale of Gypsum Products. It is hereby agreed that effective February 15, 1963 said Agreement is hereby amended as follows:

Paragraph No. 7, "Guaranty by Factor and Payment to Manufacturer" shall be amended to read as follows:

"As a part of its obligation as del credere factor hereunder, Factor guarantees the due and prompt payment to Manufacturer of the amounts due it on account of all sales effected by Factor hereunder.

Immediately following shipment, Manufacturer will invoice Factor for each shipment of Gypsum Products sold by Factor hereunder, which invoice shall be based on Manufacturer's established prices f.o.b. plant currently in effect at time of shipment, less appropriate discounts as listed in Exhibit A, attached hereto and made a part hereof, for the various Gypsum Products at each of Manufacturer's Gypsum plants. Said discounts reflect all discounts, expenses and selling commissions due factor for its services as del credere factor hereunder. Exhibit A shall be subject to review by Manufacturer on September 1st of this year and on March 1st and September 1st of each year of this Agreement thereafter for adjustments which are mutually agreeable to both parties hereto. Manufacturer will notify factor with respect to any increase or decrease in its established f.o.b. prices of any Gypsum Products at the same time that it notifies its own sales representatives of such change.

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Not later than the 10th day of each calendar month, Factor shall account for and remit to Manufacturer the amount due Manufacturer for all sales made by Factor and invoiced by Manufacturer during the proceding calendar month. Such remittance shall be so due and payable whether or not Factor shall have collected its selling price for the Gypsum Products so sold, and payment of the amount so due shall constitute full performance of Factor's guaranty as del credere factor in respect of the account so paid. Terms of payment shall be net - 10th proximo."

We are also attaching hereto copies of Supplement I showing the current F.O.B. MILL PRICES and Supplement II showing the calculated net prices from Bestwall to Johns-Manville based on Exhibit A and Supplement I.

If the foregoing amendment is acceptable to your company we request that you sign each copy of this letter and return one copy to us. We further request that this be done promptly in order that Bestwall may make the necessary field arrangements prior to February 15, 1963.

Very truly yours,

BESTWALL GYPSUM COMPANY

Executive Vice President

Secretary

Accepted:
February 15, 1963

JOHNS-MANVILLE SALES CORPORATION

Vice President

Asst. Secretary

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