PLAINTIFF'S EXHIBIT
RSE-6

March 18, 1968

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

Attention: Mr. J. V. Magee
Product Manager
Industrial Asbestos Cement Products

Gentlemen:

We thank you for your March 12, 1968 letter appointing us a Colorlith distributor.

We will begin immediately to give you the promotion and sales coverage for this product.

Enclosed are the three signed copies of our formal agreement.

Very truly yours,

RED SEAL ELECTRIC CO.

S. J. Stryffeler

SJS/el

March 18, 1968

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

Attention: Mr. J. V. Magee
Product Manager
Industrial Asbestos Cement Products

Gentlemen:

We thank you for your March 12, 1968 letter appointing us a Colorlith distributor.

We will begin immediately to give you the promotion and sales coverage for this product.

Enclosed are the three signed copies of our formal agreement.

Very truly yours,

RED SEAL ELECTRIC CO.

S. J. Stryffeler

SJS/el

RS-10009

JOHNS-MANVILLE AGREEMENT FOR COLORLITH CUTTERS

THIS AGREEMENT entered into this 11th day of March 19 68 between JOHNS-MANVILLE SALES CORPORATION, hereinafter called J-M and a COLORLITH Cutter, **Red Seal Electric Company**
3835 West 150th Street
Cleveland, Ohio

hereinafter called the Cutter.

WITNESSETH:

WHEREAS the Cutter is engaged in the fabrication of COLORLITH laboratory table tops and other COLORLITH components of laboratory equipment for sale by Cutter to laboratory equipment manufacturers for original equipment and as replacement parts to schools, hospitals, industrial and institutional users; and is engaged in the fabrication and sale of COLORLITH tops to domestic and institutional furniture manufacturers; and in the fabrication and sale of Architectural COLORLITH to contractors for walls, floors, ceilings, window stools, toilet and shower partitions, tub enclosures, spandrel panels and similar applications; all of which are hereafter referred to as "Fabricated Parts".

WHEREAS Cutter desires from time to time to purchase from J-M skid-packed COLORLITH and Architectural COLORLITH for use by the Cutter in fabrication of said Fabricated Parts for resale, said skid-packed COLORLITH materials being hereinafter referred to as Materials; and

WHEREAS Cutter represents that Cutter maintains a shop completely equipped with all tools necessary or desirable for cutting, drilling, shaping, finishing and assembling of said Fabricated Parts from said Materials for the trade; and

WHEREAS Cutter represents that Cutter maintains a staff of skilled workmen capable of cutting, drilling, finishing and assembling of said Fabricated Parts for which there is a demand from the trade served by Cutter,

NOW, THEREFORE, J-M relying on the above representations and in consideration of the premises, agreements and provisions hereinafter set forth, the parties hereto agree as follows:

1. Cutter will purchase from J-M and J-M will sell to Cutter and quantities of Materials as may be necessary to supply the requirements of Cutter for fabrication of Fabricated Parts.

2. The prices, terms and conditions of sale for Materials shall be those in effect at the time of shipment. The present prices, terms and conditions of sale are set forth in the attached price list but are subject to change by Johns-Manville from time to time without prior notice.

3. Johns-Manville agrees to render sales assistance in the sale of fabricated parts to the Cutter in the following territory:

Counties in Ohio:

Erie	Geauga
Huron	Summit
Lorain	Portage
Cuyahoga	Stark
Medina	Ashtabula
Wayne	Trumbull
Lake	Mahoning

4. J-M warrants that the Materials sold by it hereunder will be sound and merchantable and free from defects and will deliver to Cutter, without additional cost to Cutter, sound Materials in place of any Materials found by proper J-M representatives to be unsound or defective, it being agreed that the obligation of J-M under its warranty shall be completely discharged by the delivery of sound Materials in place of those found to be defective in the manner aforesaid.

5. All orders of Cutter shall be subject to the approval of the J-M Credit Department, and, if at any time during the existance of this agreement, the financial responsibility of Cutter shall become impaired or in any manner unsatisfactory to J-M, before making delivery pursuant to the orders of Cutter, J-M may require to be deposited with it security either in cash or otherwise to the full amount of the value of said materials.

6. J-M shall not be responsible for delay or default in performance hereunder where occasioned by any cause of any kind or extent beyond J-M's control including, but not limited to armed conflict or economic dislocation resulting therefrom, embargoes, shortages of labor, raw materials, production facilities or transportation; labor difficulties; civil disorders of any kind, action of civil or military authorities (including priorities and allocations); fires; floods and accidents.

7. The term of this agreement shall be continuous with the understanding, however, that either party may concel it at any time upon 30 days' prior written notice to the other.

In the event Cutter adjudicated a bankrupt or becomes insolvent in the sense of being unable to meet the Cutter's current obligations as they mature, or in the event a receiver should be appointed of the properties and assets of Cutter, J-M may terminate this agreement forthwith.

8. This writing constitutes the entire agreement between the parties hereto in respect to the subject matter hereof and it is understood that Cutter is not in any manner or to any extent constituted or appointed an agent of J-M.

9. This agreement shall not be assigned voluntarily by Cutter or by operation of law without the prior written consent of J-M.

10. This agreement cancels and supersedes any and all existing contracts, agreements or understandings between the parties hereto relating to the Materials.

11. This agreement shall not be binding upon J-M until (a) a copy thereof duly executed by the J-M Staff Manager of Colorlith at Division Headquarters has been delivered to Cutter and (b) Cutter has placed in stock a sufficient supply of the Materials to meet the demands from the trade in the territory normally served by Cutter.

IN WITNESS WHEREOF the parties hereto have duly executed or caused to be duly executed in duplicate this agreement the day and year first above written.

JOHNS-MANVILLE SALES CORPORATION

Red Seal Electric Company
Cutter

By: S. J. Stuffeler, Pres.

By: J. V. Magee
Product Manager, Colorlith

W. A. Deal
Sales Manager, Industrial Asbestos Cement Products

JOHNS-MANVILLE
SALES CORPORATION
BUILDING PRODUCTS DIVISION
22 E. 40th STREET • NEW YORK 16, N. Y. • TELEPHONE: LEXINGTON 2-7600 • AREA CODE 212

March 12, 1968

Mr. S. J. Stryffeler
Red Seal Electric Company
3835 West 150th Street
Cleveland, Ohio 44111

Dear Mr. Stryffeler:

Regarding the Colorlith agreement, we are pleased to appoint you as a distributor for Colorlith. Attached are the original and three copies of the formal agreement signed by Mr. Deal and myself. Will you please sign all copies, keep one and return three to us.

It is understood that this agreement may be cancelled by either party upon 30 days written notice.

We feel that this arrangement will be mutually beneficial and we look forward to close cooperation with you in the sale and promotion of these products.

Very truly yours,

JOHNS-MANVILLE SALES CORPORATION

J. V. Magee
Product Manager
Industrial Asbestos Cement Products

JVM:mp
Attachments

RS-10014