EXHIBIT 10.6  
  
  
 CONFIDENTIAL TREATMENT REQUESTED OF ITEMS MARKED [--OMITTED--]  
  
 DISTRIBUTION AGREEMENT  
  
 THIS DISTRIBUTION AGREEMENT entered into as of the 30th day of  
September, 2005 (the "Effective Date") by and between DEGUSSA WALL SYSTEMS,  
INC., a Delaware corporation ("Degussa") and JUST-RITE SUPPLY, INC., a Florida  
corporation ("Just-Rite"). Degussa and Just-Rite may hereinafter be referred to  
individually as a "Party" or collectively as the "Parties."  
  
 R E C I T A L S:  
  
 A. Degussa and an affiliate of Just-Rite Supply, Inc. entered into that  
certain Asset Purchase Agreement as of July 25, 2005 ("Purchase Agreement"),  
whereby Degussa purchased certain of the assets associated with the  
manufacturing operations of Acrocrete, Inc. and the Acrocrete products produced  
in Acrocrete's Kennesaw, Georgia manufacturing facility.  
  
 B. Following the closing of the Purchase Agreement, Degussa will  
manufacture those certain Acrocrete products under the trade name "Acrocrete" as  
identified on Exhibit "A" hereto which were previously manufactured by  
Acrocrete, Inc. immediately prior to such closing (the "Products").  
  
 C. Degussa desires to appoint Just-Rite as its exclusive distributor of  
the Products in the States of Alabama, Florida, Georgia, Louisiana and  
Mississippi (the "Territory") and Just-Rite has agreed to serve as the exclusive  
distributor of the Products in the Territory, subject to the terms and  
conditions hereof.  
  
 NOW, THEREFORE, in consideration of the mutual promises and covenants  
contained herein and such other good and valuable consideration, the receipt and  
sufficiency of which are hereby acknowledged, the parties agree as follows:  
  
 1. RECITATIONS. The above recitations are true and correct and are  
incorporated herein by this reference.  
  
 2. APPOINTMENT. Degussa hereby appoints Just-Rite as its exclusive  
distributor of the Products in the Territory. Just-Rite shall have the exclusive  
right to sell to, solicit and take orders from customers within the Territory  
for the Products. Just-Rite accepts such appointment and agrees to act as  
exclusive distributor within the Territory. In connection therewith, Just-Rite  
agrees not to purchase products and supplies of other manufacturers for sale in  
the Territory that perform the same purpose as the Products, so long as the  
Products are available for purchase from Degussa. Such exclusivity shall not  
impair Just-Rite's ability to sell products which are manufactured by its  
affiliates.  
  
  
  
  
 3. RIGHT OF FIRST REFUSAL. During the term hereof, Degussa hereby  
grants to Just-Rite a Right of First Refusal to serve as the exclusive  
distributor in [----OMITTED----] ("New Territories"). Just-Rite shall notify  
Degussa of the establishment of a new facility. Upon such notification, and upon  
approval by Degussa based on the other conditions set forth in this Section 3,  
Just-Rite shall become the exclusive distributor for Products for the New  
Territories.  
  
 4. JUST-RITE DUTIES. Just-Rite agrees to use it best efforts to  
actively and diligently promote and sell the Products in the Territory.  
Just-Rite shall purchase one hundred percent (100%) of its requirements of the  
Products from Degussa. Just-Rite shall solicit and take orders from their  
potential customers at prices to be established from time to time by Just-Rite  
and on the terms and conditions specified by Just-Rite. Decisions regarding  
customer credit and all matters relating to billing shall be made only by  
Just-Rite.  
  
 5. DEGUSSA DUTIES. Degussa shall use its best efforts to continuously  
and timely manufacture Products during the Term (as hereinafter defined)  
sufficient to meet the demands of Just-Rite. Degussa shall sell to Just-Rite the  
Products upon the terms hereof and shall ship such Products to Just-Rite in a  
timely and commercially reasonable manner; provided, however, that Just-Rite  
shall be current under the payment terms set forth herein. Degussa agrees that  
it will refer any inquiries of purchases of Products directly to Just-Rite as  
its exclusive distributor within the Territory. Degussa will ship the Products  
FOB Degussa's facility. Just-Rite may give to Degussa direction for direct  
shipment from time to time to Just-Rite's customers. Upon receipt of such  
directions, Degussa agrees to directly ship the Products in accordance therewith  
and charge Just-Rite the cost of shipping. Degussa shall provide to Just-Rite  
marketing materials, sales and product literature and general sales and  
marketing support comparable to the materials, literature and support provided  
by Degussa to distributors of its other product lines such as Xxxxxxxxx, Senergy  
and Sonowall Stucco Systems (the "Other Product Lines").  
  
 6. TRADEMARK. Degussa hereby grants to Just-Rite, a royalty free  
license to use the trademark "Acrocrete" (the "Trademark") on and in connection  
with the promotion and sale of Products. Such use shall at all times meet such  
commercially reasonable requirements with respect to style, appearance and  
quality as Degussa may establish from time to time to ensure that the standards  
of all products and promotions using the Trademark shall be maintained.  
Just-Rite expressly agrees that it shall not have any right, title or interest  
in the Trademark, except as otherwise provided herein. Nothing in this Agreement  
shall be construed to grant or assign to Just-Rite any additional right, title  
or interest in said Trademark. Degussa makes no representation or warranty with  
respect to the ownership of any rights relating to the Trademark.  
  
 7. PRICE OF PRODUCTS. All sales of the Products by Degussa to Just-Rite  
shall be made at the pricing as set forth on Exhibit B. Such pricing shall  
remain unchanged for a period of [----OMITTED----] from the Effective Date.  
After [----OMITTED----] of the Effective Date, Degussa shall have the right to  
increase prices for the Products at a level commensurate with increases to  
Degussa's Other Product Lines.;  
  
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 8. PAYMENT. Payment for Products purchased by Just-Rite shall be paid  
[----OMITTED----]. All payments shall be paid to Degussa at the address  
indicated in the Notices section indicated below or such other address that  
Degussa shall provide to Just-Rite from time to time during the term of this  
Agreement. In the event of termination of this Agreement all sums then unpaid  
shall continue to be payable on the terms and conditions set forth herein.  
  
 9. TITLE AND RISK OF LOSS. Title and risk of loss or damage to Products  
shall pass from Degussa to Just-Rite upon delivery to the carrier at Degussa's  
manufacturing facility.  
  
 10. MINIMUM PURCHASE REQUIREMENTS. During the Term of this Agreement,  
and so long as Degussa continues to manufacture Products in sufficient quantity,  
Just-Rite shall purchase a minimum of [----OMITTED----] ($[----OMITTED----]) of  
Products and any other products sold or to be sold by Degussa during the Term,  
including Acrodry ("Degussa Products") from Degussa (the "Purchase  
Requirement"). In the event Just-Rite purchases less than the Purchase  
Requirement during the Term, then the following conditions shall apply:  
  
 a) If Just-Rite purchases $[----OMITTED----] in Products or less during  
the Term, then Just-Rite shall pay Degussa, not more than thirty (30) days after  
the expiration of the Term, a total of $2,300,000, representing a refund of the  
purchase price under the Purchase Agreement, plus [----OMITTED----] of the  
difference between $[----OMITTED----] and $[----OMITTED---].  
  
 b) If Just-Rite purchases less than $[----OMITTED----] but more than  
$[----OMITTED----] in Products during the Term, then Just-Rite shall pay  
Degussa, not more than thirty (30) days after the expiration of the Term, an  
amount equal to [----OMITTED----] of the difference between $[----OMITTED----]  
and the amount of Just-Rite's purchases during the Term. The amounts payable by  
Just-Rite in accordance with Sections 10(a) or (b) in the event that Just-Rite  
does not satisfy the Purchase Requirement shall be referred to herein as the  
"Shortfall Requirement."  
  
 c) If Just-Rite's purchases during the Term fall within the range  
contemplated in 10(b), above (i.e., more than $[----OMITTED----], but less than  
$[----OMITTED----]), then Just-Rite may elect, within five business days of the  
expiration of the Term, to extend the Term for one additional period of two  
years (the "Extended Term"). During the Extended Term, Just-Rite may "earn back"  
an amount up to the Shortfall Requirement owed under the calculation described  
in Section 10(b), above. The "earn back" shall be earned by way of a commission  
(the "Commission") of [----OMITTED----] of the amount by which Just-Rite's  
purchases during the Extended Term exceeds two times the annual average of  
purchases during the Term. At the end of the Extended Term, Just-Rite shall  
continue to be obligated to pay the difference between the Commission and the  
Shortfall Requirement set forth in Section 10(b), above.  
  
 Open orders, not filled by Degussa on account of non-payment or other  
failures by Just-Rite to fulfill its obligations hereunder shall not be counted  
toward the Purchase Requirement. Orders made by Just-Rite which are not  
fulfilled by Degussa when Just-Rite is not in default hereunder shall count  
toward the Purchase Requirement, provided that such unfilled orders shall have a  
thirty-day lead time and cannot represent more than four percent (4%) of the  
Purchase Requirement.  
  
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 11. COMPLIANCE WITH THE LAWS. Each Party agrees to comply with all  
applicable laws and regulations relating to the manufacture, sale and  
distribution of Products.  
  
 12. INDEPENDENT CONTRACTOR. In performing any services hereunder,  
Just-Rite shall operate as an independent contractor. This Agreement shall not  
be deemed to create or constitute a fiduciary relationship, partnership or joint  
venture between Degussa and Just-Rite. Neither party hereto shall have any  
authority to make contracts in the name of, or be binding on, the other party or  
to otherwise pledge the other party's credit.  
  
 13. GOVERNMENTAL APPROVALS. Each party shall be responsible for their  
respective governmental approvals related to the manufacture, distribution and  
sale of Products within the Territory.  
  
 14. TERM.  
  
 (a) Term. This Agreement shall commence on the Effective Date, and  
shall terminate at the end of three (3) years (the "Term"), unless extended in  
accordance with Section 10 herein (the "Extended Term") or otherwise terminated  
pursuant to the provisions hereof.  
  
 (b) Automatic Extensions. This Agreement shall be automatically  
extended for successive one (1) year periods at the end of the initial and each  
extended Term, unless either party provides written notice of termination to the  
other party at least one hundred twenty (120) days prior to the expiration of  
the initial or such extended term, respectively.  
  
 (c) Termination by Degussa. Degussa may terminate this Agreement  
prior to the end of the Term hereof, upon one hundred twenty (120) days written  
notice for any default upon Just-Rite's failure to cure any default of any term,  
provision or obligation of this Agreement within such notice periods.  
  
 (d) Termination by Just-Rite. Just-Rite may terminate this  
Agreement prior to the end of the Term hereof upon one hundred twenty (120) days  
written notice for any default upon Degussa's failure to cure any default of any  
term, provision or obligation of this Agreement within such notice periods.  
  
 (e) Liability upon Default. Except as otherwise set forth in the  
Purchase Agreement, upon termination, the non-defaulting party shall not have  
any further liability to the defaulting party, except any obligations or  
liabilities, if any, which accrued before the termination date.  
  
 (f) Post Termination. Upon termination of this Agreement, all  
rights of Just-Rite to use the Tradename shall terminate, except for the  
completion of orders and contracts already made and to sell the remaining  
balance of Product Just-Rite has in inventory as of the date of the termination.  
All Degussa property in the possession of Just-Rite shall be returned to Degussa  
upon the effective date of such termination. All other obligations of the  
parties that are intended to survive the termination of this Agreement shall  
remain in full force and effect.  
  
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 15. PRODUCT STANDARDS. Degussa agrees and acknowledges the importance  
of maintaining the Product standards and quality of production as exist on the  
date hereof. In accordance therewith Degussa agrees to maintain the Products  
standards and to support the Tradename in a commercially reasonable manner. Such  
Product standards shall include maintenance of all existing approvals of all  
applicable building code within the Territory and enhancing Product Standards to  
meet all other building codes that may arise hereafter similar to the  
enhancements on Other Product Lines.  
  
 16. CLAIMS AND WARRANTIES.  
  
 (a) Degussa warrants to Just-Rite that the Products to be sold  
pursuant to the terms of this Agreement will at the time of delivery conform to  
the published specifications applicable to the Products (the "Specifications").  
Degussa reserves the right to modify, change or alter the specifications as it  
deems reasonably appropriate or necessary. Degussa warrants that the Products  
which are to be sold pursuant to the terms of this Agreement will be free from  
defects in the manufacture of material and will perform as stated by Degussa, if  
used in accordance with Degussa's published specifications applicable to the  
Product or Products sold, and the purpose for which the Products are intended to  
be used, if sold and used prior to their respective shelf expiration dates.  
Degussa further warrants that the Products will be manufactured in accordance  
with applicable federal, state and local laws, regulations and orders. Degussa  
disclaims all responsibility or liability with respect to, or arising from, any  
circumstances not related solely or principally to the manufacture of the  
Products. Degussa reserves the right to have the true cause of any claimed  
defect determined by accepted industry test methods. Any attempt to remedy or  
correct a claimed defect by persons or entities not authorized to perform such  
work by Degussa shall void this warranty.  
  
 (b) THE FOREGOING WARRANTY IS GIVEN IN LIEU OF ALL OTHER WARRANTIES  
AND GUARANTIES, EITHER EXPRESS OR IMPLIED, INCLUDING THE WARRANTY OF  
MERCHANTABILITY AND/OR FITNESS FOR A PARTICULAR PURPOSE. IN NO EVENT SHALL  
DEGUSSA BE LIABLE OR OBLIGATED FOR INCIDENTAL OR CONSEQUENTIAL DAMAGES,  
REGARDLESS OF THE THEORY OF LIABILITY. IN NO EVENT SHALL THE LIABILITY OF  
DEGUSSA FOR ANY BREACH OF CONTRACT OR WARRANTY EXCEED THE PURCHASE PRICE FOR THE  
PRODUCTS IN QUESTION.  
  
 (c) All claims made pursuant to this warranty must be received in  
writing by Degussa within a reasonable period of time after the date the defect  
was discovered, or through the exercise of reasonable inspection should have  
been discovered, but in no event shall any claim be recognized based on a  
claimed defect outside the time frame expressly set forth in the written  
warranty.  
  
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 (d) If Just-Rite or its customer elects to use a Products in an  
application other than as recommended in writing by Degussa for such Products,  
then and in such event Degussa shall have no responsibility, obligation or  
liability in that regard.  
  
 (e) Notwithstanding anything herein to the contrary, Degussa shall  
provide express written warranties comparable to Degussa's warranties for its  
Other Product Lines.  
  
 17. REPRESENTATIONS. Each Party hereby represents, warrants and  
covenants to the other as follows:  
  
 (a) RIGHT, POWER AND AUTHORITY. It has full right, power and  
authority to enter into this Agreement and there is nothing which would prevent  
it from performing its obligations under the terms and conditions imposed on it  
by this Agreement.  
  
 (b) BINDING OBLIGATION. This Agreement constitutes a valid and  
binding obligation on it, enforceable in accordance with its terms.  
  
 (c) NO CONSENT OF THIRD PARTIES NEEDED. No consent of any trustee  
or holder of any of its indebtedness is or shall be required as a condition to  
the validity of this Agreement,  
  
 (d) NO PROCEEDINGS PENDING. There is no action or proceeding  
pending or in so far as it knows or ought to know threatened against it before  
any court, administrative agency or other tribunal which might have a material  
adverse effect on its business or condition, financial or otherwise, or its  
operation of any business.  
  
 (e) NOT CONTRAVENE ANY LAW. Neither the execution nor the delivery  
of this Agreement by it nor its fulfillment of or compliance with the terms and  
provisions hereof shall contravene any provision of the laws of any  
jurisdiction, including, without limitation, any statute, rule, regulation,  
judgment, decree, order, franchise or permit applicable to it..  
  
 18. INSURANCE. Degussa shall, at all times during the term of this  
Agreement, maintain in force, at its sole expense, comprehensive public product  
liability insurance, including insurance against claims for property damage  
caused by, or occurring in conjunction with the Products. Such insurance shall  
be maintained in the sum of $[----OMITTED----] for product liability. Such  
insurance shall name Just-Rite as an additional insured under the policies.  
Just-Rite shall, at all times during the Term of this Agreement, maintain in  
force, at its sole expense, commercial general liability insurance in a coverage  
amount equal to $[----OMITTED----]. Such insurance shall name Degussa as an  
additional insured under the policy.  
  
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 19. INDEMNIFICATION.  
  
 (a) Just-Rite Indemnification. Just-Rite shall indemnify and hold  
Degussa, its employees and agents harmless from and against all Damages (as  
hereinafter defined) arising out of or resulting of any action taken by  
Just-Rite its employees or agents in furtherance of this Agreement.  
  
 (b) Degussa Indemnification. Degussa shall indemnify and hold  
Just-Rite, its affiliates and their respective employees and agents harmless  
from and against all Damages arising out of or resulting from Products sold by  
Just-Rite, including any claims relating to product liability or defective  
Products or from the action or inaction of Degussa in furtherance of this  
Agreement  
  
 (c) Damages. Damages is defined as all actual damages, liabilities,  
obligations, penalties, fines, judgments, claims, deficiencies, losses, costs,  
expenses and assessments, including all attorneys' fees and costs, and interest  
accruing on such Damages incurred or suffered by the Indemnitee  
  
 (d) Claims for Indemnification. If a claim for Damages (a "Claim")  
is to be made by any Party hereto (the "Indemnitee"), such Indemnitee shall give  
written notice (a "Claim Notice") to the other Party (the "Indemnitor") as soon  
as practicable after the Indemnitee becomes aware of any fact, condition or  
event which may give rise to Damages for which indemnification may be sought  
under this Agreement. In the case of a Claim involving the assertion of a claim  
by a third party (whether pursuant to a lawsuit or other legal action or  
otherwise, a "Third-Party Claim"), (i) the Indemnitor shall be entitled, if it  
so elects, at its own cost, risk and expense, (A) to take control of the defense  
and investigation of such Third-Party Claim and (B) to pursue the defense  
thereof by appropriate actions or proceedings, including, without limitation, to  
employ and engage attorneys of its own choice reasonably acceptable to the  
Indemnitee to handle and defend the same, and (ii) the Indemnitor shall be  
entitled (but not obligated), if it so elects, to compromise or settle such  
claim, which compromise or settlement shall be made only with the written  
consent of the Indemnitee, such consent not to be unreasonably withheld. In the  
event the Indemnitor elects to assume control of the defense and investigation  
of such lawsuit or other legal action in accordance with this Section 19, the  
Indemnitee may, at its own cost and expense, participate in the investigation,  
trial and defense of such Third-Party Claim. If the Indemnitor fails to assume  
the defense of such Third-Party Claim in accordance with this Agreement within  
fifteen (15) calendar days after receipt of the Claim Notice, the Indemnitee  
shall (upon delivering notice to such effect to the Indemnitor) have the right  
to undertake, at the Indemnitor's sole cost, risk and expense, the defense,  
compromise and settlement of such Third-Party Claim on behalf of and for the  
account of the Indemnitor; provided that such Third-Party Claim shall not be  
compromised or settled without the written consent of the Indemnitor, which  
consent shall not be unreasonably withheld. In the event the Indemnitor assumes  
the defense of the claim, the Indemnitor shall keep the Indemnitee reasonably  
informed of the progress of any such defense, compromise or settlement, and in  
the event the Indemnitee assumes the defense of the claim, the Indemnitee shall  
keep the Indemnitor reasonably informed of the progress of any such defense,  
compromise or settlement. The Indemnitor shall be liable for any settlement of  
any Third-Party Claim effected pursuant to and in accordance with this Section  
19 and for any final judgment (subject to any right of appeal), and the  
Indemnitor agrees to indemnify and hold harmless Indemnitee from and against any  
and all Damages by reason of such settlement or judgment.  
  
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 (e) Suit to Enforce Rights. If Indemnitee has not received full  
indemnification within thirty (30) days after making a demand and Indemnitor  
does not provide written notice disputing such indemnification rights,  
Indemnitee shall have the right to enforce its indemnification rights under this  
Agreement by commencing an action in any court of competent jurisdiction over  
the subject matter thereof and in which venue is proper, seeking an initial  
determination by the court or challenging a determination by the Indemnitors  
refusing indemnification. The Indemnitor shall pay to the Indemnitee for all  
expenses including attorney's fees that are incurred by Indemnitee in connection  
with any claim asserted against or action brought by Indemnitee for  
indemnification or payment of expenses by the Indemnitor under this Agreement.  
  
 (f) Equitable Relief. The parties agree and acknowledge that the  
indemnification provided for under this Agreement is unique, and that the  
parties hereto may obtain relief by way of injunction, specific performance and  
such other equitable relief to which they may be entitled.  
  
 20. CONFIDENTIALITY. The provisions of this Section 20 shall survive  
the term hereof and shall be enforceable by the respective Parties by injunctive  
relief, without prejudice to the non-breaching Party's other rights under this  
Agreement, by law or in equity. In consideration for this Agreement and each  
Party's performance hereunder, the parties agree as follows:  
  
 (a) Each party may have access to certain of the other Party's  
trade secrets, including but not limited to: business research, new product  
lines and objective strategies; sales; profits; pricing methods and other  
unpublished financial or pricing information; yields; facilities; methods and  
systems; customer and vendor lists; detailed information regarding customer  
requirements; customer preferences and modes of operation; key customer  
contracts; customer business habits and customer business plans (collectively,  
the "Confidential Information").  
  
 (b) Each Party agrees and acknowledges that they may not disclose  
to others or otherwise use for its own purposes, such Confidential Information  
of the other Party without the prior written consent of the Party who owns such  
Confidential Information; provided that such Party is free to use any  
information which is already in the public domain;  
  
 (c) Each Party agrees that the term Confidential Information shall  
also apply to any trade secrets of any other company or third party with which  
such possessing Party has entered into a confidentiality Agreement related to  
such trade secrets to the extent such Party is bound thereby.  
  
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 (d) Upon termination of this Agreement, all Confidential  
Information shall be promptly returned to the owner of such Confidential  
Information, including any and all blueprints, drawings, manuals, letters,  
notes, notebooks,, reports and all other materials of a secret or confidential  
nature about the other Party's business or their respective parents or  
affiliates.  
  
 21. FULL DISCLOSURE. All parties hereto acknowledge and agree that they  
and their respective counsel have had an opportunity to make detailed inquiry  
and investigation of all relevant facts and matters related to this Agreement  
and each other. Each party agrees that they have not relied upon any  
representation, warranty or other information given or made by any other party  
hereto and has had the right and opportunity to satisfy themselves as to all  
matters related to the subject matter hereof. Each party agrees that they have  
sufficient knowledge and experience, or have relied upon their own experts, in  
making the decision to enter into this Agreement.  
  
 22. REGULATORY APPROVAL. Each party agrees to take such further actions  
and execute such further instruments as may be required to obtain approval or  
consent of the matters contained herein by all federal, state and local  
governmental authorities, if such approval or consent is required.  
  
 23. FORCE MAJEURE. Each Party shall not be deemed to have defaulted or  
failed to perform hereunder if such Party's inability to perform or default  
shall have been caused by an event or events beyond the control and without the  
fault of such Party, including without limitation, acts of government,  
embargoes, fire, flood, hurricanes, explosions, act of God or a public enemy,  
strikes, labor disputes, vandalism, civil riots or commotions, or the inability  
to procure necessary raw materials, supplies, or equipment.  
  
 24. SEVERABILITY. In the event any provision of this Agreement or the  
application of such provision to any part shall be held by a court of competent  
jurisdiction to be contrary to any rule of law or public policy, the remaining  
provisions of this Agreement shall remain in full force and effect.  
  
 25. JURISDICTION AND VENUE. The parties acknowledge that a substantial  
portion of the negotiations, anticipated performance and execution  
of this Agreement occurred or shall occur in Jacksonville, Florida and that,  
therefore, each party irrevocably and unconditionally agree that:  
  
 (a) any suit, action or legal proceeding arising out of or relating  
to this Agreement and the subject matter thereof shall be brought in the courts  
of record of the State of Florida in Xxxxx County or the United States District  
Court Northern District of Florida,  
  
 (b) consents to the jurisdiction of each such court in any suit,  
action or proceeding, and  
  
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 (c) waives any objection to the venue of any suit, action or  
proceeding in any such court.  
  
 26. FURTHER ASSURANCES. Each of the parties hereto agree that they will  
take such further action and execute all such further papers, documents and  
instruments as may be necessary or reasonably required by either of them to  
carry into effect the purposes and terms, conditions and provisions of this  
Agreement.  
  
 27. NOTICE. Any and all notices required or permitted to be served  
pursuant to the terms of this Agreement shall be in writing and shall be served  
(a) in person, (b) by hand delivery (c) via overnight delivery service by a  
nationally recognized service, (d) by facsimile, or (e) by registered or  
certified mail return receipt requested and postage pre-paid, as follows:  
  
 Degussa: 0000 Xx Xxxxx Xxxxx Xxxx  
 Xxxxxxxxxxxx, Xxxxxxx 00000  
 Telephone (000) 000-0000  
 Facsimile (000) 000-0000  
 Attention: Xx. Xxxx Xxxxx  
  
 With a copy to: Degussa Corporation  
 00000 Xxxxxxx Xxxx.  
 Xxxxxxxxx, XX 00000  
 Attn: Associate General Counsel  
 Fax No.: 000-000-0000  
  
 Just-Rite: 0000 X. X. 00xx Xxxxxx  
 Xxxxxxx Xxxxx, Xxxxxxx 00000  
 Telephone (000) 000-0000  
 Facsimile (000) 000-0000  
 Attention: Xxxxxxx Xxxxx  
  
or to such other address or facsimile number as the parties shall designate in  
writing. Notice shall be deemed given three days after deposit in the United  
States Mail if sent registered or certified mail or upon receipt for any other  
form of delivery.  
  
 28. ATTORNEYS' FEES. In the event of any litigation arising out of this  
Agreement, the prevailing parties in such suit or proceedings shall be entitled  
to receive from the non-prevailing parties all costs of prosecuting or defending  
such suit or proceedings, including, without limitation, reasonable attorneys'  
fees at trial and all appellate levels.  
  
 29. SUCCESSORS AND ASSIGNS. This Agreement shall be binding upon and  
inure to the benefit of all parties hereto and their respective legal  
representatives, heirs, successors and permitted assigns. This Agreement may not  
assigned whether by contract, operation of law or otherwise by either party  
without prior written consent of the other party, provided, however Degussa may,  
upon thirty (30) days' prior written notice, assign this Agreement to (a) a  
purchaser of substantially all of the assets or capital stock of Degussa or (b)  
an affiliate of Degussa, provided however in the event of an assignment to or  
merger with an affiliate, the surviving entity shall remain liable for  
performance hereunder.  
  
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 30. GOVERNING LAW. This Agreement shall be construed and enforced in  
accordance with the laws of the State of Florida.  
  
 31. CONSTRUCTION OF AGREEMENT. This Agreement shall not be construed  
more strictly against one Party than against the other merely by virtue of the  
fact that it may be prepared by counsel for one of the Parties, it being  
recognized that all the parties hereto have contributed substantially materially  
to the preparation of this Agreement.  
  
 32. ENTIRE AGREEMENT. This Agreement contains the sole and only  
agreement between the Parties with respect to the subject matter hereof and  
prior discussions, writings, proposals, letters of intent, oral representations  
and the like are merged herein.  
  
 33. EXECUTION BY ALL PARTIES. This Agreement shall have no force and  
effect unless and until it is executed by all of the Parties hereto.  
  
 34. AMENDMENTS. This Agreement may be amended only by an instrument in  
writing executed by the parties to be burdened hereby.  
  
 35. COSTS AND EXPENSES. Except as otherwise provided in this Agreement,  
each of the Parties to this Agreement shall bear their own expenses incurred in  
connection with the negotiation, preparation, execution and closing of this  
Agreement and the transaction contemplated hereby, including but not limited to  
legal fees and accounting fees.  
  
 36. REMEDIES. The right and remedies provided by this Agreement are  
cumulative, and the use of any one right or remedy by any Party hereto shall not  
preclude or constitute a waiver of its right to use any and all other remedies.  
Such rights and remedies are given in addition to any other rights and remedies  
a party may have by law, statute or otherwise.  
  
 37. EXHIBITS. The Exhibits referred to herein are incorporated herein  
by this reference.  
  
 38. WAIVER. Any forbearance, failure or delay by any of the parties  
hereto to exercise any right, power or remedy hereunder shall not be deemed a  
waiver of such right, power or remedy and any single or partial exercise of any  
such right, power or remedy hereunder shall not preclude the further exercise  
thereof and every right, power or remedy of either party shall continue in full  
force and effect unless waived specifically by an instrument in writing executed  
by such party.  
  
 39. COUNTERPARTS. This Agreement may be executed simultaneously in two  
or more counterparts, each of which shall be deemed an original but all of which  
together shall constitute one and the same instrument.  
  
 40. CAPTIONS. The headings contained in this Agreement are for  
reference purposes only and shall not affect the meaning or interpretation of  
this Agreement.  
  
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 IN WITNESS WHEREOF, the parties have executed this Agreement as of the  
date and year first above written.  
  
  
  
 DEGUSSA WALL SYSTEMS, INC., a  
 Delaware corporation  
  
  
 By: /s/ XXXXXXX XXXXX  
 ---------------------------------  
 Name: XXXXXXX XXXXX  
 Title: PRESIDENT  
  
  
 JUST-RITE SUPPLY, INC., a Florida  
 corporation  
  
  
 By: /s/ XXXXXX X. XXXXX, XX.  
 ---------------------------------  
 Name: XXXXXX X. XXXXX, XX.  
 Title: VICE PRESIDENT  
  
  
  
  
  
  
  
  
  
  
  
  
  
  
  
  
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