

This Supplemental Agreement made this 19th day of April, 1922, by and between ANACONDA LEAD PRODUCTS COMPANY, a corporation incorporated under the laws of the State of Delaware, and having its principal offices at New York City, New York, party of the first part, hereinafter referred to and designated as "Anaconda", and THE GLIDDEN COMPANY, a corporation incorporated under the laws of the State of Ohio, and having its principal offices at Cleveland, Ohio, party of the second part, and hereinafter referred to and designated as "Glidden",

W I T N E S S E T H :

WHEREAS, the parties hereto entered into a certain contract under date of the twenty-third day of September, 1921, for the sale by Anaconda to and the purchase by Glidden of dry white lead (which contract is the contract hereinafter referred to), and the parties hereto consider it to their mutual advantage to modify the terms thereof as hereinafter set forth:

NOW, THEREFORE, it is agreed:

1.

As provided in Paragraph 14 of the Contract, Anaconda hereby notifies Glidden, and Glidden hereby accepts such notification and consents that the Contract is hereby extended for an additional period of four (4) years from and after the Thirtieth day of September Nineteen hundred and twenty-two (September 30, 1922).

2.

The statement at the beginning of Paragraph 9 of the Contract that the normal production of Anaconda's

plant is approximately at the rate of Five thousand (5,000) tons per annum, is cancelled, but otherwise Paragraph 9 remains unchanged, except with respect to the quantities of white lead to be sold under the Contract, which are increased in accordance with the following provisions of this agreement.

3.

The minimum of Nineteen hundred and ninety-two (1992) tons of Anaconda dry white lead per annum which Glidden agrees to purchase from Anaconda and which Anaconda agrees to sell to Glidden, as provided in subparagraph (a) (being the first two paragraphs) of Paragraph 7 of the Contract, is hereby increased to Three thousand six hundred (3,600) tons, and the monthly quota specified in the said paragraph of One hundred and sixty-six (166) tons to be taken by Glidden, and to be shipped by Anaconda, is correspondingly increased to three hundred (300) tons. The monthly minimum quantity of dry white lead which Glidden agrees to take may in any one month be reduced to not less than two hundred and fifty (250) tons; provided the quantity which Glidden shall take each twelve (12) months during the period beginning with the first (1st) day of April, Nineteen hundred twenty-two (1922) and ending the first (1st) day of April, Nineteen hundred twenty-six (1926) shall in no event be less than thirty-six hundred (3600) tons, and for the six (6) months' period from the first (1st) day of April, Nineteen hundred twenty-six (1926) to the end of the term of the contract, September thirtieth (30th), Nineteen hundred twenty-six

(1926), the quantity which Glidden shall take shall be not less than eighteen hundred (1800) tons; and provided further that Anaconda in no one month shall be obligated to deliver more than five hundred (500) tons.

4.

The additional monthly quantity of one hundred sixty-six (166) tons which Glidden has the right to purchase and Anaconda obligates itself to furnish in accordance with subparagraph (b) of Paragraph 7 of the Contract, is hereby changed to two hundred (200) tons per month, the other provisions of said subparagraph remaining unchanged.

Glidden agrees that in addition to its obligation to purchase a minimum amount of dry white lead, as provided in Paragraph 3 hereof, it will purchase its entire requirements of such dry white lead from Anaconda, except in those cases where the specifications of Glidden's customers may require a different brand, and accordingly, the first sentence of subparagraph (c) of Paragraph 7 of the Contract is hereby amended to read as follows:

"In addition to the obligation of Glidden to purchase a minimum amount of Anaconda dry white lead expressed in subparagraph (a) of this Paragraph 7, (as modified by this supplemental agreement), Glidden agrees that to the extent of the ability and willingness of Anaconda to furnish the same, Glidden will purchase and use such lead to the exclusion of any and all other brands of basic carbonate of lead in all plants owned or controlled or operated by Glidden which use basic carbonate of lead, and to buy from Anaconda the total requirements of said Glidden plants (and of plants owned or controlled or operated by Glidden) of basic lead carbonate, except of the plants owned or controlled or operated by Glidden on the Pac-

ific Coast, and except in those cases where the specifications of Glidden's customers require a different brand."

the other provisions of said subparagraph (c) remaining unchanged, except as modified in this supplemental agreement.

But it is expressly agreed that nothing in the Contract or in this supplemental agreement shall obligate Anaconda to deliver in any one month more than five hundred (500) tons of dry white lead (including therein the quantity specified in Paragraph 3 hereof), except to the extent of the willingness of Anaconda to furnish in excess of such five hundred (500) tons, as provided by subparagraph (c) of Paragraph 7 of the Contract, as modified by this supplemental agreement.

5.

The portion of Paragraph 7 of the Contract reading as follows:

"The freight charges from Anaconda's works to any destination to which Glidden may direct the shipment of white lead shall be borne by Glidden, but Anaconda will allow the freight to Glidden on shipments to the Heath & Milligan plant or other of Glidden's plants in Chicago, Illinois"

is hereby cancelled, and the following is substituted for it:

"Anaconda agrees to allow to Glidden the freight charges on shipments of dry white lead from Anaconda's plant at East Chicago, Indiana, to the Heath & Milligan or other of Glidden's plants in Chicago, Illinois, and also to Glidden's plants at Reading, Pennsylvania

Cleveland, Ohio, St. Paul, Minnesota, and at New Orleans, Louisiana; but to any plant of Glidden which is located at any other point than Chicago, Cleveland, St. Paul, New Orleans or Reading, Anaconda will allow actual freight, provided that if the actual freight (to any other point than Chicago, New Orleans, Cleveland, St. Paul or Reading) shall be in excess of Five dollars (\$5.00) per net ton, Anaconda shall allow Glidden up to but not in excess of Five dollars (\$5.00) per net ton, and the excess of such freight above Five dollars (\$5.00) per net ton shall be borne and paid by Glidden; the freight to be computed on actual weight of dry white lead, including therein the barrel or container. All freight charges shall, in the first instance, be paid by Glidden."

6.

(a) The portion of Paragraph 7 of the Contract (at the top of page nine) reading as follows:

"It is expected however that Anaconda may desire to make shipment upon such orders from points other than East Chicago, and it is agreed that upon any order for white lead given by Glidden, Anaconda may, in its discretion, make shipment of the lead ordered either in whole or in part from East Chicago or any other point or points at which Anaconda shall at the time have a stock of its white lead unsold and available for shipment.

It is further agreed that Anaconda must ship upon such orders the amount thereof to the extent that it may have unsold stocks of white lead wherever situated, and that any failure to ship

will not be excused merely because it has not a sufficient available supply of lead at East Chicago."

is hereby canceled, and the following is substituted for it:

"If Glidden requests a shipment from one of Anaconda's local stocks maintained at a point other than East Chicago (which said request by Glidden Anaconda may accord or refuse, at the latter's option), then the total freight on such shipment from East Chicago to said stock point and from the stock point to destination shall be settled for as follows: Anaconda shall allow to Glidden an amount equal to the amount which under Paragraph 7 of the Contract, as amended by Paragraph 5 of this Supplemental Agreement, would have been allowed by Anaconda to Glidden for freight had the shipment been made direct from East Chicago to the point of destination, and Glidden shall bear the remainder of the total freight on the shipment from East Chicago to the stock point and from the stock point to destination."

(b) All of Paragraph 8 of the Contract is hereby canceled, except the portion thereof reading as follows:

"Adjustment and payment of balance owing to either party by the other on account of freight under the foregoing provisions shall be made monthly at the time and place fixed for the monthly payment for lead to be made by Glidden insofar as the same can at that time be ascertained."

7.

Anaconda agrees that if Glidden pays for its shipments of each month upon the twentieth (20th) day of the succeeding month, as Glidden agrees to do in Paragraph 12 of the Contract (at the bottom of page fifteen), then Anaconda will allow Glidden the cash discount usual to the white lead trade, but in any event not in excess of

Two per cent. (2%).

8.

By reason of the fact that mixing Anaconda pulp lead in a centrifugal pulping machine is an experiment, Anaconda agrees to pay for the installation of the necessary equipment to a maximum amount of Three thousand Dollars (\$3,000) in the Heath & Milligan plant of Glidden at Chicago, said equipment to remain the property of Anaconda, with the understanding that at any time on or before April 5, 1923 Glidden shall have the option of purchasing the said equipment from Anaconda at the cost thereof to Anaconda, including cost of installation, and if Glidden shall not exercise such option Anaconda shall after April 5, 1923 have the right to remove the machine at any time at its discretion. Glidden shall be responsible for the care and operation of said machine and shall indemnify and hold Anaconda free and harmless from any and all liability for personal injury or other damage caused by such operation.

9.

Glidden shall have the right at its option to take from Anaconda pulp lead under the Contract in lieu of dry lead, provided that Glidden give written notice to Anaconda on or before the 15th day of the month preceding the month in which it requires delivery of pulp lead, specifying the quantity of pulp lead to be delivered and the month of delivery. All the terms and provisions of the Contract which apply to dry lead shall apply to pulp lead except as herein provided. The price of pulp lead shall be the same as that provided with respect to dry lead but shall be computed on the dry content of the pulp lead, but if Glidden shall exercise its option under

the preceding Paragraph 8 to purchase the pulping-machine equipment installed in its Heath & Milligan plant by Anaconda, then after Glidden shall have paid for the said equipment, Anaconda will allow Glidden a deduction of Four dollars (\$4.00) per net ton on all pulp lead theretofore and thereafter taken by Glidden/ this deduction to apply only to the dry content of such pulp lead. Anaconda agrees to provide the containers in which pulp lead shall be shipped, and Glidden agrees to return them to Anaconda in substantially the same condition as when received. Anaconda will pay the freight from East Chicago to Glidden's plants in Chicago on pulp lead, and also the return freight from the said Chicago plants to East Chicago on the empty containers. But if Glidden request shipment of pulp lead to places other than Chicago, then Glidden shall pay the return freight to East Chicago on empty containers and shall also pay all the freight from East Chicago to destination on the water content of the pulp lead, and with respect to the dry content the provisions of Paragraph 7 of the Contract as herein amended (by Paragraphs 5 and 6 hereof) shall apply. For the purpose of computing quantities under the Contract or this supplementary contract, pulp lead shall be taken at its dry weight.

10.

Glidden will at all times afford the representatives of Anaconda access to its plants for the purpose of observing and studying the apparatus and methods of grinding Anaconda white lead.

11.

This supplemental agreement shall become effective as of April 1st, 1922, and apply to all shipments which,

in accordance with the provisions of the Contract, are invoiced as of the month of April, 1922, and thereafter. With respect to shipments which in accordance with the provisions of the Contract, are invoiced as of the month of March, 1922, and prior months, the provisions of the Contract as originally executed shall govern. Except as herein specifically modified, the terms and provisions of the Contract shall remain in full force and effect.

IN WITNESS WHEREOF, the parties hereto have caused this agreement to be executed in their corporate names by their respective Presidents or Vice-Presidents and their corporate seals to be hereto affixed attested by their respective Secretaries or Assistant Secretaries as of the day and year first above written.

ANACONDA LEAD PRODUCTS COMPANY,

By *John H. Smith*
President.

Attest:

B. R. Jones
Secretary.

THE GLIDDEN COMPANY,

By *Adrian J. Jones*
President.

Attest:

Lyons House
Asst. Secretary.