

SALES AGENCY AGREEMENT

This agreement made at Cleveland, Ohio this 15th day of March 1952
between the GLIDDEN COMPANY OF CLEVELAND, OHIO, hereinafter called
the company; and GEORGE A. ROLLEY COMPANY, INC., 937 NORTH FRONT STREET,
PHILADELPHIA 23, PENNSYLVANIA, hereinafter called the agent.

The company hereby grants authority to the agent to solicit orders for
and to sell its products manufactured by its EUSTON LEAD DIVISION, SCRANTON,
PENNSYLVANIA under the terms and conditions hereinafter defined. The nature
of the products and such considerations as territory, accounts, prices and
terms of sale may be changed by the company at any time by written notice
to the agent.

The Agent agrees to promote diligently the sale of said products.

PERIOD: This agreement shall be for a period of one year from the date here-
of and continuous thereafter, provided, however, that either party
may at any time terminate it upon thirty (30) days' written notice
to the other. In the event of termination, the agent agrees to re-
turn to the company all price lists, catalogues, and other written
or printed data and instructions that were furnished by the company. Q.

PRODUCTS: Euston Dry Basic Carbonate White Lead.

TERRITORY: Philadelphia and vicinity as per List "A" of March 15, 1952 attached.
This comprises accounts that purchase and take delivery of goods at
destination points indicated on this list, for their own use and
consumption in the manufacture of paints and protective coatings.

EXCLUSIVE REPRESENTATION: It is understood that the Agent will not sell or solicit orders for
any competitive products or substitutes therefor not produced by the
company; and the company agrees that it will have no other agent or
representative solicit orders from any of the accounts on List "A"
during the term of this agreement, except for the benefit of agent.

COMPENSATION TO AGENT: In full consideration of all services rendered in connection with
the solicitation of orders, the agent shall receive each month a
commission of 2 1/2% of the gross value of invoices rendered to
accounts during the previous month. By gross value of invoices is
meant the amount before deductions or allowances, if any, for trans-
portation costs. Commissions will be paid up to and including, but
not beyond, the date of the termination of this agreement. When
shipments are made, the company will furnish the agent with a copy
of each invoice.

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SELLING PRICES

AND BUSINESS

POLICY:

Selling prices and terms and conditions of sale shall be established by the company and the agent agrees to solicit orders strictly in accordance with these prices, terms, and conditions; and to make no representations concerning the company's products and services other than those which the company authorizes.

ACCEPTANCE OF

ORDERS:

It is understood and agreed that all orders are subject to acceptance by the company, which shall have the right to reject any order at any time for any reason whatsoever.

ACCOUNTS AND

COLLECTIONS:

It is understood that invoices are to be rendered by the company direct to the buyer and payments made by buyer direct to the company, unless specific exceptions are agreed to by the company.

REPORTS:

The Agent, upon request, agrees to furnish the Company daily or other reports concerning the status of company's business or prospective business with the agent's accounts.

GENERAL:

It is understood and agreed that the agent is not an employee of the company and is operating as an independent contractor in carrying on the business of a manufacturer's agent; and further that this agreement covers the full understanding of, and supercedes all other agreements, express or implied, between the two parties pertaining to the sale of company's products.

It is also understood that this agreement shall not be assigned or transferred by either party without the consent of the other, or by operation of law.

IN WITNESS WHEREOF, the parties hereto have set their hands in triplicate hereof on the date first above written.

AGENT:

GEORGE A. ROWLEY & COMPANY, INC.,

BY

E. Jennings Rowley

THE GLIDDEN COMPANY

BY

John P. Smith
Vice Pres

GEORGE A. ROWLEY COMPANY - ACCOUNTS

MARYLAND

Baltimore - Bruning Bros., Inc.,
Color Craft Corporation

PENNSYLVANIA

Chester - L & L Manufacturing Company

Doylestown - Pennsylvania Color & Chemical Company

Exton - Damerell Manufacturing Company

Philadelphia - Jesse G. Croll
Denny, Milbern & Rosenbach, Inc.,
Drexel Finishes Company
Felton Sibley Company
Charles H. Howell & Co., Inc.,
Keystone Refining Company
Marquett Paint Company
Paramount Paint & Varnish Company
Richardson Paint Company
Rising Sun Color Works
C. Schrack & Company
Sentry Paint Company
Gilbert Spruance Company
Walter L. Trainer Company
F. Weber Company
Yarnall Paint Company

Phoenixville - Hock Paint & Chemical Works, Inc.,
Arthur C. Mangels Industries

Trainer - Graves Paint & Varnish Company

W. Reading - Kline-Bresler, Inc.,

NEW JERSEY

Trenton - Best Bros. Paint Factory
Robertson Manufacturing Company
Sloane Blabon Corporation
Solfo Paint & Chemical Company

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