This agreement made at Cleveland, Ohio, this 2nd day of January, 1945, by and between The Glidden Company, an Ohio corporation of Cleveland, Ohio, doing business at the Metals Refining Company at Hammond, Indiana, hereinafter called the "Company" and the Lloyd B. Griffith Company, 102 Poydras Street, New Orleans 12, Louisiana, hereinafter called the "Broker."

C. C. Q.
JAN 5 - 1950

The Company hereby grants authority to the Broker to solicit orders for and to sell the Company's products hereinafter listed in such territory and to such accounts as the Company may determine from time to time and which accounts on date hereof are shown on list "A" of January 15, 1945, attached hereto, on a brokerage basis at the prices and upon the terms established and approved by the Company, and subject to the conditions hereinafter mentioned. Said products, territory, accounts, prices and terms may be changed by the Company at any time by written notice to the Broker.

CANCELLED

The Broker agrees to promote diligently the sale of said products, and in full consideration of all services rendered in connection therewith, shall receive each month on all orders for said products forwarded to the Company by the Broker or received from the Broker's accounts and accepted, sold, delivered and invoiced by the Company during the previous month, a brokerage fee in the amount indicated below on the Net Sales of said products.

It is understood that for the purpose of determining said brokerage fee, the term "Net Sales" shall mean the total monetary amount charged on all sales of said products actually concluded hereunder during the term of this agreement, less discounts given, invoice value of goods returned, amounts charged on invoices for drums and containers, and any other deductions or charges regularly made by the Company in determining its Net Sales.

Product	Carload Shipments	Less Than Carload Shipments
Cuprous Oxide	\$2.00 per ton	2½% current l.c.l. price
Litharge	\$2.00 per ton	2½% current l.c.l. price
Red Lead	\$2.00 per ton	2½% current l.c.l. price
R.M. Battery Oxide	\$2.00 per ton	2½% current l.c.l. price
Plumbarge 95-X Battery Oxide	\$2.00 per ton	2½% current l.c.l. price

Brokerage fees in the amount of one-half of those set forth above will be paid to the Broker by the Company in the event of sale and shipment as set forth herein of any of the above products on orders received from the Broker or direct from the Broker's accounts which involve shipment into any other territory.

It is understood that the Broker will not sell or solicit orders for any competitive products or substitutes therefor not produced by the Company except by consent of the Company; and the Company agrees that

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New Contract 1-2-50
of name to Griffith-McKaffey Co.
E.E.P. 1-6-50

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it will have no other agent, broker, or representative solicit orders for said products from any of said accounts during the term hereof, except for the account of the Broker.

It is also agreed that when shipment is made, the Company will furnish the Broker with a copy of every invoice covering each sale hereunder.

It is understood and agreed that all such orders for said products are subject to acceptance by the Company, which shall have the right to reject any order at any time for any reason whatsoever; that the Broker is not an employee of this Company and is operating as an independent contractor in carrying on the business of a Broker; that this agreement covers the full understanding of, and supersedes all other agreements, expressed or implied, between the parties hereto pertaining to the sale of said products; that Broker will upon request furnish the Company daily or other reports concerning the status of Company's business or prospective business with Broker's accounts; that Broker will not make representation concerning the Company's products and services other than those which the Company authorizes; that said brokerage fee will be paid up to and including, but not beyond, the date of the termination of this agreement; that this contract shall not be assigned or transferred by either party without the consent of the other, or by operation of law; that it shall not become an obligation of, and binding upon, the Company, unless approved by an executive officer of the Company at Cleveland, Ohio; and that this agreement shall be for a period of one year from the date hereof and continuous thereafter, provided, however, that either party hereto may at any time after that date hereof, cancel and terminate it upon giving thirty (30) days' written notice thereof to the other. Broker agrees in the event of cancellation to return to the Company all price lists, catalogues, and other written or printed data and instructions that were furnished by the Company.

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

THE GLIDDEN COMPANY
METALS REFINING COMPANY DIVISION

By (Signed) W. C. Roddy

Approved:

THE GLIDDEN COMPANY

By (Signed) F. E. Sprague
Vice President

CANCELLED

LLOYD B. GRIFFITH COMPANY
(Signed) Lloyd B. Griffith
Broker

CANCELLED

CANCELLED

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