

EXHIBIT A

A G R E E M E N T

Between

BROWN RUBBER COMPANY, INC.

and

E. A. CALLANAN

Dated December 30th, 1944.

THIS AGREEMENT dated the 30th day of DECEMBER, 1944, by and between BROWN RUBBER COMPANY, INC., an Indiana corporation, (hereinafter called the "Corporation"), and E. A. CALLANAN, (hereinafter called "Callanan"), WITNESSETH THAT:

In consideration of the mutual agreements hereinafter set forth the parties hereto agree hereby, as follows:-

1. The Corporation agrees to continue the employment of Callanan as its active general manager for a period terminating December 31, 1948, and Callanan agrees to accept such employment and to devote his entire time and full ability to the performance of his duties in said capacity and to the performance of such additional executive duties, as shall be assigned to him by the Board of Directors by reason of his election from time to time to executive offices or otherwise, to the benefit and advantage of the Corporation.

2. The Corporation agrees to pay Callanan as compensation for services rendered by him hereunder \$1,250.00 per month, payable monthly at the end of each calendar month.

3. The Corporation agrees to pay to Callanan as additional compensation an amount, payable annually within thirty (30) days after completion of the annual audit for the preceding year, equal to ten (10) percent of the Net Profit of the Corporation for the fiscal year ending December 30, 1944, and each successive fiscal year during the period of this contract; provided, however, that the aggregate amount so payable under this paragraph 3 shall not in any event exceed \$25,000. for any one fiscal year.

4. The term "Net Profit" as used in this agreement shall be deemed to mean the Net Profit of the Corporation as determined by its auditors in accordance with good accounting practice after allowance for compensation payable under paragraph 2 hereof, but before allowance for compensation payable under paragraph 3 hereof and before allowance for any federal taxes.

5. In the event that Callanan's employment by the Corporation shall terminate prior to the close of the period specified in paragraph 1 hereof by reason of his death, resignation or inability or refusal to devote his entire time to the performance of the duties imposed on him hereunder, the Corporation shall pay the following compensation to Callanan, or, in the event of his death, to his executor or administrator:

(a) Any unpaid compensation payable under the provisions of paragraph 2 hereof for each month during the term of this agreement prior to the month in which termination occurs and \$1,250. for the month in which termination occurs;

(b) Any unpaid compensation payable to Callanan under the provisions of paragraph 3 hereof for each fiscal year during the term of this agreement prior to the fiscal year in which termination occurs, and an additional sum determined as follows:

One-twelfth (1/12) of ten (10%) percent of the Net Profit for the fiscal year in which termination occurs multiplied by the number of months elapsing in said year prior to the first day of the month following that in which termination occurs.

Such additional sum shall be paid within thirty (30) days after completion of the Corporation's annual audit for the year in which termination occurs. All other sums payable under this paragraph 5 shall be paid on or before the last day of the month in which termination occurs. In the event that Callanan's employment by the Corporation shall terminate prior to the close of the period specified in paragraph 1 hereof, for any other cause, all Callanan's rights hereunder shall remain in full force and effect.

6. In the event of any disagreement between the parties hereto concerning the construction, application or effect of any of the provisions of this agreement, such disagreement shall be referred to three (3) persons for arbitration and determination, one of such persons to be appointed by the Corporation, one by Callanan and the third by the other two. The decision of a majority of such persons shall be final and shall be binding and conclusive upon the parties hereto.

7. This agreement supersedes and takes the place of the written agreement between the parties dated December 6, 1943, which agreement is hereby terminated, and constitutes the entire agreement between the parties with respect to the employment of Callanan by the Corporation.

IN WITNESS WHEREOF, the Corporation has caused this agreement to be signed by its Vice-President and its corporate seal affixed and Callanan has hereunto set his hand and seal, all as of the day and year first above written.

BEOWN RUBBER COMPANY, INC.

(S e a l)

By /s/ J. H. BUSKIRK
Vice-President.

AGENT:

/s/ MURRAY SMITH
Secretary

/s/ E. A. CALLANAN
E. A. Callanan