Philadelphia, Pa.
April 27, 1948

At a regular meeting of the Directors of John T. Lewis & Bros. Company, held this day at their offices in the Widener Building, there were present:

J. W. Gardiner, President
S. F. Reeves, Vice President and Treasurer
A. M. Wilson, Vice President
M. H. Merritt, Secretary
L. T. Beale, Director
Geo. A. Watts, Director

The meeting was called to order by Mr. J. W. Gardiner, who presided, and Mr. M. H. Merritt reported the minutes of the meeting.

The minutes of the meeting of March 29, 1948 were read and approved.

Mr. Watts reported that our C&R application of $108,023.00 for the expansion of our Metal Department had been temporarily tabled.

It was unanimously decided to make application for a C&R in the amount of $5,600 to improve the condition of our warehouse used for the storage of Blended Paint.

On motion duly made and seconded it was unanimously decided to contribute $200 to the Salvation Army campaign for 1948.

In connection with our Profit-Sharing Plan, on motion duly made and seconded, it was unanimously

RESOLVED, That this Company hereby approves, ratifies and adopts the amendment to Paragraph 2 of Article VI of the Profit-Sharing Agreement between National Lead Company and The Chase National Bank of the City of New York dated December 28, 1944, as amended, which said amendment amends the said Paragraph 2 of Article VI to read as follows:

"2. Distribution of benefits. The amounts to which a participant is entitled shall be distributed by the Trustee upon written direction of the Committee as follows:

(a) Distribution during participant's continued employment. As of the end of his tenth year of participation and as of the end of each subsequent year of his participation prior to but not coincidental with his death, severance or retirement, each participant shall be paid 10% of the amount standing to the credit of his account prior to the crediting of any allocation for such year.

In the event of the death of such participant in any year subsequent to his tenth year of participation, the Committee shall evaluate the fund standing to his credit as of the last day of March, June, September or December following his death and payment of the amount thereof shall be made by the Trustee within 30 days after the date as of which such evaluation shall be made, as herein provided, to the beneficiary designated by the participant in writing and filed with the Committee, subject to change from time to time as the participant may desire, and, if no such beneficiary has been so designated, said amount shall be paid by the Trustee to the estate of such deceased participant.

(b) Distribution upon severance of employment. In the event that the participant's employment terminates during his life, except by retirement, the Committee shall evaluate the fund standing to his credit as of the last day of March, June, September or December following such termination of employment and shall direct the Trustee to segregate the amount thereof to the individual credit of such participant and such amount shall no longer constitute a part of the common trust fund; the said amount shall be paid to such participant in five equal consecutive annual installments, unless the said amount is less than $500, in which event such amount shall be paid in annual installments of $100 or such lesser amount as is available. The first installment shall be due within 180 days next following the date of such termination of employment.

The Trustee and the Committee may, in their discretion, exercise with regard to any segregated account, the same rights and powers of investment and reinvestment which they have under this Agreement with regard to the trust fund. Any income of such segregated account shall be paid to such participant by the Trustee at the time of payment of the next succeeding annual installment.

In the event of the death of such participant prior to the payment of the final installment, the whole of the unpaid balance remaining in his segregated account shall be paid by the Trustee in one lump sum to the beneficiary designated in writing by the participant and filed with the Committee subject to change from time to time as the participant may desire, and, if no such beneficiary has been so designated, the whole of said amount shall be paid by the Trustee to the estate of such deceased participant.

(c) Distribution upon retirement. In the case of a participant who is retired from service, the Committee shall evaluate the fund standing to his credit as of the last day of March, June, September or December following such retirement and payment of the amount thereof shall be made by the Trustee to such participant in one lump sum within 30 days after the date as of which such evaluation shall be made, as herein provided.

(d) Distribution not otherwise provided for in event of death of participant. In the event of the death of a participant prior to the completion of the tenth year of his participation and prior to the termination otherwise of his employment, the Committee shall evaluate the fund standing to his credit as of the last day of March, June, September or December following his death and payment thereof shall be made by the Trustee within 30 days after the date as of which such evaluation shall be made, as herein provided, to the beneficiary designated by the participant in writing and filed with the Committee, subject to change from time to time as the participant may desire, and, if no such beneficiary has been so designated, the said amount shall be paid by the Trustee to the estate of such deceased participant."

In connection with our Retirement Annuity and Life Insurance Plan, on motion duly made and seconded it was unanimously

RESOLVED, That this Company's Retirement Annuity and Life Insurance Plan, as amended, be further amended to provide that no employee shall be eligible for Retirement Annuity benefits who shall enter the service of the Company after April 30, 1948 and who shall attain age 60 without having one year of credited service under the Plan; but any such employee shall be eligible for Life Insurance coverage under the Plan.

RESOLVED, That this Company's Retirement Annuity and Life Insurance Plan, as amended, be further amended to provide, effective May 1, 1948, that the Company may permit the retirement or may terminate the employment of any employee covered under said Plan who has reached his 55th birthday and has had at least 15 years' service with the Company, if the Company finds that he has become for any reason permanently incapable of rendering satisfactory service with the degree of efficiency required by the Company, in which event the Company will pay or provide for payment to such employee of the full retirement benefits under the Plan without reduction because of such earlier retirement or termination of employment; the Retirement Annuity and any pension payable to begin upon such retirement or termination of employment; the Retirement Annuity in such case to be in the full amount of annuity accumulated to the date of retirement or termination of employment and any Past Service Pension to which such employee may be entitled to be in the full amount to which the employee would have been entitled upon retirement at Normal Retirement Date under the Plan.

RESOLVED, That this Company's Retirement Annuity and Life Insurance Plan, as amended, be further amended to provide that any employee qualified for Retirement Annuity benefits under the Plan who shall have completed at least 20 years' service with the Company, who shall have reached his 60th birthday and shall retire after the close of business on April 30, 1948 and before his Normal Retirement Date, shall be entitled to retirement benefits under the Plan at a reduced scale to begin upon retirement; the formula for computing and fixing the amount of such reduced benefits to be that provided in the Group Contract covering Retirement Annuities in force at the time of retirement.

RESOLVED, That this Company's Retirement Annuity and Life Insurance Plan, as amended, be further amended to provide that any employee qualified for Retirement Annuity benefits under the Plan who shall have completed at least 30 years' service with the Company, who shall have reached his 60th birthday and shall retire after the close of business on April 30, 1948 and before his Normal Retirement Date, shall be entitled to the full retirement benefits under the Plan to begin upon retirement without reduction because of such earlier retirement; the retirement benefits in such case to be in the full amount of Retirement Annuity accumulated to the date of retirement and any Past Service Pension to which such employee may be entitled upon retirement at Normal Retirement Date under the Plan. The Company, at its option, may itself pay or may provide for the payment of such retirement benefits for the period between the time of such earlier retirement and the Normal Retirement Date of such employee.

RESOLVED, That this Company's Retirement Annuity and Life Insurance Plan, as amended, be further amended and extended to provide, effective May 1, 1948, for Retirement Annuity coverage in respect of salary classes without limitation as to maximum salary and for that purpose to establish appropriate salary classes in addition to the salary classes now provided for in the Plan; said additional salary classes and the Retirement Annuities and employees' contributions in respect thereof to be determined in accordance with the principles and formula now in effect under the Plan. Such amendment and extension shall not affect the amount of any Retirement Annuity in respect of service, contribution, salary or wages prior to May 1, 1948.

RESOLVED, That this Company's Retirement Annuity and Life Insurance Plan, as amended, be further amended to provide that the amount of Life Insurance coverage of any employee who shall enter the service of the Company after April 30, 1948 and after having reached his 55th birthday shall be determined upon qualification and upon each February 1st thereafter and shall be an amount equal to one year's pay at the rate currently in effect for purposes of insurance coverage, but shall be not less than $500 nor more than $1000; provided, that if the amount of such one year's pay be not an even multiple of $100 the amount of Life Insurance shall be the even multiple of $100 next higher than such one year's pay and such amount of Life Insurance shall continue without reduction upon the retirement of any such employee who shall be entitled to receive Retirement Annuity payments; however, any such employee who shall not be eligible for Retirement Annuity benefits shall not be entitled to continued Life Insurance coverage under the Plan after retirement.

RESOLVED, That this Company's Retirement Annuity and Life Insurance Plan, as amended, be further amended to provide that for any employee retiring after the close of business on April 30, 1948 under the said Plan, except any employee who shall enter the service of the Company after April 30, 1948 and who shall have reached his 55th birthday at the time of entering such service, the amount of Life Insurance after such retirement shall be reduced by the amounts of monthly Retirement Annuity and pension payments as paid under the Retirement Annuity Plan or any Pension Plan of the Company (taken in whole dollars and disregarding fractional parts of dollars) to an amount equal to the annual rate of pay of said employee in effect for purposes of Life Insurance coverage at the time of retirement, but not to be less than $1000 nor more than $10,000 in any case.

RESOLVED, That this Company's Retirement Annuity and Life Insurance Plan, as amended, be further amended as of June 24, 1947 so as to provide for the increase of the maximum individual Life Insurance coverage thereunder from $20,000 to $30,000.

Mr. Rhell, Assistant Treasurer and Credit Manager, was asked to join the meeting and reported that at the present time our Accounts Receivable showed approximately $900,000, built up largely during the last two or three months by sales of Blended Paint. These sales are due for discount May 10th.

He reported that only one account in the amount of $48.70 had been charged off since January 1st, 1948.

At the end of the year 1947 we only had 5% of our sales still on our books whereas the average of the paint industry showed better than 8%.

Our bad debt sales for 1947 were .012 whereas the bad debt sales for the paint industry were .24.

Month by month our collections run 4% to 36% better than the paint industry.

Mr. Rhell was given a vote of thanks for his splendid report.

The regular report of shipments for the week ending April 23rd was submitted.

There being no further business, upon motion the meeting adjourned.

Morris H. Merritt

Morris H. Merritt, Secretary