METALS REFINING COMPANY BROKERAGE AGREEMENT

This agreement made at Cleveland, Ohio, this 1st day of June, 1949, by and between The Glidden Company, an Ohio corporation of Cleveland, Ohio, doing business as the Metals Refining Company at Hammond, Indiana, hereinafter called the "Company" and R.P. Anderson, 317 Texas Bank Building, Dallas, Texas, hereinafter called the "Broker."

This agreement will be in effect from June 1, 1949 to May 31, 1950. It is subject to cancellation by either party upon thirty (30) days' written notice.

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The Company hereby grants exclusive 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 those throughout the entire stste of Texas, 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.

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.

To cover all of said Broker's services the following brokerage fee will be paid:

PRODUCT	TYPE OF SALE	BROKERAGE FEE
Type Metal	Outright sales at regular published prices	1¢ per pound
Type Metal	Sales involving exchange of new metal for dross and cash	1¢ per pound
Type Metal	Sales involving exchange of new metal for scrap and cash	1/8¢ per pound
Glidden Ajustaflux	All Sales	$ 0.75 per doz.

PRODUCT	TYPE OF SALE	BROKERAGE FEE
Glidden Ink Remover	One gallon cans	$ .75 per gal.
Glidden Ink Remover	Five gallon cans	$ .40 per gal.
Glidden Ink Remover	Fifty-five gallon drums	$ .25 per gal.
Electrotype Metal	All Sales	1/2¢ per pound
Battery Oxide) Red Lead) Litharge)	Carload shipments LCL shipments	$2.00 per ton $5.00 per ton
Caulking Lead	All Sales	1/2¢ per pound
Babbitt Metal	All Sales	1/2¢ per pound
Solder	All Sales	1/2¢ per pound

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It is understood that in his capacity as a Broker and an independent contractor all expenses incurred hereunder by Broker shall be paid by him.

All selling prices will be established by the Company from time to time by published card or direct advice. In the event it should be necessary to sell any products at other than regular published prices, the Company shall determine the rate of brokerage fee applicable to such sales.

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 in order for the Company to adequately purchase sufficient raw materials and to schedule its production in order to take care of its customers the Broker agrees to furnish the Company 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. Broker agrees in event of cancellation to return to the Company all price lists, catalogs 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
Sales Manager

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Approved:

THE GLIDDEN COMPANY

By (Signed) E. P. Palmer

Broker