

CC: Order Dept.
Accounting Dept.
Mrs. Meta Rock
Legal Dept. ✓

Hammond, Indiana

Sept. 28, 1950

Mr. H. R. Hamberg
7273 Maryland Ave.
St. Louis, Missouri

Dear Mr. Hamberg:

Effective November 1, 1950, our future sales representation will be made by representatives from our Hammond office. Our sales agency agreement with you, under date of January 31, 1943 for the distribution of Metrox Litharge and Red Lead, will be cancelled at the end of business on October 31, 1950.

You will receive commission on all sales and shipments up to and including October 31, 1950.

As you know, our products need specialized sales representation, and the change is not only being made in the Missouri area but also throughout the country.

We indeed value our association with you very highly and appreciate the good work you have done for us in the past. If our plans do not materialize as anticipated, we do hope it will be possible for us to again call upon our sales agency friends for their assistance in the distribution of our products.

The next time I am in St. Louis, I will drop in and go into this situation more at length; however, in the meantime, I would appreciate an acknowledgment of this letter.

With best personal regards and all good wishes,
we remain

Yours very truly,

W. C. Roddy

WCR:MEB

CANCELLED

GLD010823

C. C. Q.
OCT 2- 1950

SALES AGENCY AGREEMENT

Dated: January 21, 1943

Agreement between METALS REFINING COMPANY of Hammond, Indiana, Principal, and Hans R. Hamberg, of St. Louis, Missouri, Representative.

PERIOD: This agreement will be in effect from February 1, 1943 to January 31, 1944, inclusive. Unless written notice is given by either party thirty days prior to the expiration date of their intention not to renew this agreement, it will be extended for another twelve months. This agreement is also subject to cancellation by either party upon thirty days' written notice.

MATERIAL: METROX LITHARGE, METROX RED LEAD

TERRITORY: A specific number of accounts, as per list attached, in St. Louis, Missouri and vicinity and Kansas City, Missouri, and such other accounts as may hereafter be added by mutual agreement. Accounts listed may be removed if Representative fails in his efforts to effect sales, but only in case of mutual agreement.

EXCLUSIVE

REPRESENTATION: Representative is not to sell any other make or brand of materials than those described herein, or substitutes, produced or furnished by other than Principal, unless by consent of Principal. Principal is to have no other representative solicit business from Representative's list of accounts agreed upon except for the account of Representative during period hereof.

COMMISSION: To cover all of said Representative's services and expenses in connection herewith, exclusive of warehouse and cartage expense, Principal will pay a commission on sales made during the life of this agreement as follows:

In minimum carload lots:

Litharge - \$2.00 per ton
Red Lead - \$3.00 per ton

In less than carload lots:

Litharge - \$5.00 per ton
Red Lead - \$7.50 per ton

Principal agrees to supply Representative with copy of each invoice as soon as made on every shipment made to Representative's accounts, on repeat orders or otherwise during the life of this agreement.

No commission shall be paid on any sales not filled by actual shipment.

Compensation for any warehouse or delivery service to be covered by separate agreement.

GLD010824

II

COMMISSION
(Cont'd.)

Settlement of commissions to be made by Principal to Representative on approximately the fifteenth day of the month following delivery of orders.

In the case of orders obtained by Representative involving shipments to points in other territories called upon by other brokers or Principal's representatives, or shipments made to Principal's accounts in other territories called upon by other brokers or Principal's representatives, a division of commission of 50% to each party concerned will be applicable to such orders as made, repeat orders or otherwise.

BUSINESS
POLICY:

Selling prices will be established by Principal from time to time by published card or direct advice.

ACCEPTANCE
OF ORDERS:

Except when firm orders are made or authorized by Principal, all orders taken by or tendered by Representative are subject to acceptance by Principal. Agent shall not create an obligation binding Principal to supply merchandise unless special arrangements have received written approval from Principal.

ACCOUNTS AND

COLLECTIONS: Invoices are to be made by Principal direct to Buyer, and payments are to be made by the Buyer to Principal unless other specific arrangements are made between Representative and Principal.

CREDITS:

Representative is not to be held liable in any way for bad debts or financial losses, but will be expected to communicate to Principal promptly and in strict confidence any information regarding the credit or financial standing of Buyers which might be of assistance to Principal in deciding the amount of credit to be granted.

REPORTS:

Representative hereby agrees to furnish Principal with reports from time to time concerning the status of its business or prospective business with individual prospects.

PURCHASES FOR RESALE

BY REPRESENTATIVE: Purchases for resale by Representative will be covered by special arrangement.

CONSIGNMENT: Consignment arrangements will be covered by special arrangement.

ACCEPTED:

Date: January 28, 1943

By (Signed) H. R. Hamberg

CANCELLED
METAL REFINING COMPANY

By (Signed) W. C. Roddy

GLD010825

H. R. Hamberg
St. Louis, Mo.

Jan. 21, 1943

LIST OF ACCOUNTS--Lead Oxide

St. Louis, Mo.

Banner Supply Co.	2747 Crittenden St.
Biddle Putty Co.	612 So. Main St.
Cardinal Paint Co.	4160 Geraldine St.
Con-Ferro Pt. & Varnish	3228 No. Broadway
Eberson-Lindsley Paint Co.	1601 No. Broadway
Floorshine Pt. & Varnish	714 No. Second St.
Furlong Varnish Co.	1709 So. Second St.
P.D. George Co.	5100 No. Second St.
Laclede Pt. Mfg. Co.	2719 So. Second St.
Lawson-Eberson Pt. Co.	3000 So. Broadway
Made-Rite Products Co.	915 Switzer Ave.
Mar-Kay Mfg. Co.	2719 So. Second St.
Mechanics Pt. Co.	715 Franklin Ave.
Midwest Consultants	5166 Easton Ave.
Missouri Pt. & Varnish	5125 No. Second St.
The Mitchell-Mayer Co.	3506 Market St.
Benj. Moore Co.	1360 So. Second St.
Morris Pt. & Varnish	5161 Easton Ave.
Mount City Pt. & Color	217 So. Garrison Ave.
Mutual Paint Store	2022 Gravois Ave.
Paint Products Co.	4151 Delmar
Phelan-Faust Pt. Mfg.	932 Loughborough Ave.
Pockels Drug, Glass, Pt.	2344 Gravois Ave.
Porter Paint Co., Inc.	3436 Lindell Blvd.
The Reardon Co.	2208 No. Second St.
Republic Pt. & Oil Co.	1204 So. Broadway
Robbins Varnish Co.	1535 No. Eighth St.
Rower-Beine Pt. Mfg. Co.	3133 No. Ninth St.
St. Louis Pt. Mfg. Co.	301 Barry St.
St. Louis Surfacers & Pt.	4200 Arlington Ave.
Schulte Pt. & Lac. Mfg.	639 E. Holly
Specialty Pt. Mfg. Co.	320 Mott St.
Steelcote Mfg. Co.	3418 Gratiot St.
Sterling Lac. Mfg. Co.	6417 Dale Ave.
U.S. Lac. & Chem. Co.	2115 Singleton Ave.
Vane-Calvert Pt. Co.	1601 No. Broadway
Waugn Paint Co.	240 So. Boyle Ave.
Walter Wurdack, Inc.	4927 Connecticut Ave.

Valley Park, Mo.

Price-Powell Varnish Co.

East St. Louis, Ill.

Inter-Coastal Pt. Corp.	1248 Walnut St.
Victor Pt. Mfg. Co.	115 No. Fifth Ave.

GLD010826

Jan. 21, 1943

Kansas City, Mo.

American Mfg. Co.	1926 Grand Ave.
Atlas Pt. & Glass Mfg.	600 Independence Ave.
Battenfeld Grease	3148 Roanoke Rd.
Consumers Co'op Assn.	15th & Iron Streets
Davis Paint Co.	14th & Iron Streets
Great Western Pt. Mfg.	1207 W. 11th St.
Mid-Continent Pt. & Lac.	1921 Central
Mo. Valley Pt. Mfg. Co.	22 W. 3rd st.
Seidlitz Pt. & Varn.	18th & Garfield
Sewall Pt. & Varn. Co.	1009 W. 8th St.
Waggener Pt. Co.	10th & Burlington
Anthony Mfg. Co.	7205 Central Ave.
Campbell Paint Co.	708 East 19th St.
Columbian Steel Tank Co.	1509 West 12th St.
Cook Paint & Varnish	1412 Knox Street
Osage Paint & Hdwe. Supply	720 Kansas Avenue

GLD010827