

HENRY BUILDING SYSTEMS REPRESENTATIVE AGREEMENT

The parties to this agreement are Henry Building Systems, a Minnesota company, with offices in Pelican Rapids, Minnesota, hereafter called "Henry Building Systems", and _____ hereafter called "Representative".

Henry Building Systems is a manufacturer of Steel Building Systems and other products, and wishes to secure Representative's efforts to obtain orders for its products in consideration of and subject to the following.

Henry Building Systems shall pay Representative a commission on all orders for Henry Building Systems products, for which Representative is authorized to solicit, which are accepted by Henry Building Systems and shipped to locations within MN, ND, & SD.

Representative's authority on behalf of Henry Building Systems is limited to solicitation of orders and forwarding of orders obtained to Henry Building Systems at Pelican Rapids, Minnesota, and Henry Building Systems may decline to accept any order for any reason whatsoever. Representative shall have no authority to make any representation or warranty as to Henry Building Systems products, other than by presentation to potential customers of catalog and sales literature furnished by Henry Building Systems.

Commissions pursuant to this agreement shall be earned when such amounts due from a customer in connection with the sale of a Building System in such customer have been paid in full to Henry Building Systems. Commissions shall be based on attached Exhibit "A". Commissions will be paid according to Sales Building Contract (ie: 30% on signing of contract; 30% on delivery of material; 30% when red iron is completed; final 10% upon completion of the building) and will be paid on the next immediate pay period.

Henry Building Systems will supply Representative from time to time with appropriate quantities of Henry Building Systems literature as it may have available, to the extent that the same apply to the products of Henry Building Systems as to which Representative is authorized to solicit orders.

This agreement may be amended from time to time by exchange of letters or other written instruments, but no amendment shall be binding on Henry Building Systems which is not signed by an Officer of Henry Building Systems. If Henry Building Systems shall notify Representative of any change in its commission or products, Representative shall be deemed to assent to such changes as of the date such notification is mailed, unless Henry Building Systems receives at Pelican Rapids, Minnesota, written notice to the contrary within fourteen (14) days of mailing the notification of change to Representative.

Henry Building Systems shall have no liability for any act or acts of Representative or its employees, nor shall Representative or any of its employees be considered to be employees or agents of Henry Building Systems. Henry Building Systems shall not be liable to any agent or employee of Representative for any commission, and any claim for commission by any agent or employee of Representative.

This agreement may be terminated by either party on thirty (30) days written notice of such termination mailed, addressed to Henry Building Systems at Pelican Rapids, Minnesota or to Representative at its regular place of business. In the event of termination of this agreement, Henry Building Systems will pay Representative for all orders originating from Representative that have been accepted prior to termination date.

HENRY BUILDING SYSTEMS

REPRESENTATIVE

DATE: _____

DATE: _____

BY _____

BY _____

COMMISSION PLAN

Sales commission shall be paid on the following items in the amount of the difference between HBS net and the contract price but not more than 15% above the HBS net. In no circumstance shall it exceed the "Maximum Commission" as stated below.

- | | |
|----------------------------------|---------------------------|
| 1) Steel Package | 7) Windows |
| 2) Wood Package | 8) Wainscoting |
| 3) Insulation for walls and roof | 9) Overhead |
| 4) High E Insulation | 10) Sky lights |
| 5) Steel Liner | 11) Vented Ridge Caps |
| 6) Doors: Overhead & Walk | 12) Gutters & Down Spouts |

If labor is included in items 3-7, the labor must be subtracted before the commission is Calculated. This is no commission paid on labor.

Any sales of these items less than HBS net shall be a dollar for dollar reduction in your commission. However, before any undercharges are deducted from your commissions, they are first offset against any overcharges (if there are any). If there is still an undercharge resulting, then the total undercharge will be deducted from the commissions due. If there is a resulting overcharge, then your commissions shall be paid in full without any deductions. If there is an undercharge in labor, than that will also be deducted dollar for dollar from your commissions.

Following is a commission cap on larger buildings. The main reason for this is to increase sales where HBS has expertise and can sell more buildings with less competition. Based on past sales, this will not effect any salesman's commission as 90% of HBS sales are under \$50,000.

<u>Building Sale</u>	<u>Maximum Commission</u>
\$ 0 - 99,999	-
100,000- 249,999	15% up to \$6,000
250,000- 499,999	6% up to \$12,500
500,000- 749,999	5% up to \$25,000
750,000-1,000,000	5% up to \$37,500
	5% up to \$50,000

Signed _____
Sales Representative

Signed _____
Henry Building Systems

Date: _____

Date: _____