Materials Technology Institute

"Maximizing resources through a global network of materials specialists"

Membership Agreement

AGREEMENT made as of this ____ day of _____ 200_ between Materials Technology Institute, Inc. ("MTI"), having its principal office at 1215 Fern Ridge Parkway, Suite 206, St. Louis, Missouri 63141, and ("Corporation") having an office at_____. MTI is organized under the laws of the State of New York as a Not-For-Profit Corporation. MTI's purposes include carrying on investigations and studies primarily in the area of construction materials technology. MTI makes available the results of such investigations and studies to its Members, to members of chemical process industries, to libraries, and to the general public.

The Corporation desires to participate in the support of the activities of MTI as stated in this Agreement and in MTI's Certificate of Incorporation and By-Laws. MTI and the Corporation therefore agree:

1. The Corporation hereby applies for membership in MTI and, upon payment by the Corporation of its initial membership dues, MTI hereby accepts the Corporation as a Member with all rights and privileges of a Member in good standing.

2. The Corporation acknowledges receipt of copies of the Certificate of Incorporation and the By-Laws of MTI and agrees that so long as it is a member of MTI it will abide by the terms of MTI's Certificate of Incorporation and the By-Laws, as both may be amended from time to time.

3. The Corporation hereby appoints _____ as its representative to MTI and hereby authorizes such representative to act on behalf of the Corporation as a Member of MTI. MTI will

direct all notices, statements of dues and other communications to the Corporation by sending them to the Corporation's representative. The Corporation will promptly notify MTI of any change in the name or mailing address of the Corporation's representative.

4. The Corporation agrees to pay in 2004 the membership dues specified in Schedule I to this Agreement. So long as the Corporation is a Member of MTI, the Corporation agrees to pay all fees and dues properly levied by MTI upon it Members in accordance with its By-Laws and understands that a failure to make these payments will subject it to termination of its membership pursuant to Article II, Section 2.10 of the By-Laws.

5. This Agreement shall be in full force and effect from the date of its making until the termination of the Corporation's membership. Membership shall terminate upon receipt by MTI of the Corporation's written resignation from membership or as provided by the By-Laws or as otherwise permitted by law.

6. Nothing contained in MTI's Certificate of Incorporation or By-Laws or in this Agreement shall be deemed to create any obligation on the part of the Corporation to provide MTI with any information about the Corporation, its business or its operations, notwithstanding that other Members may provide information to MTI in connection with MTI's carrying on its activities.

7. The Corporation shall maintain in confidence, and not disclose to third parties, any non-public information disclosed to it in connection with its MTI membership, until such information has been publicly released. Certain Joint Venture companies participate in MTI and do not pay dues on the basis of their non-MTI member parents, and in such cases MTI information is not permitted to be disseminated to non-MTI member parents prior to general publication by MTI. Certain MTI members have designated independent consultants to attend MTI TAC and other meetings in lieu of or in addition to member employees. Such

consultants are permitted to attend such meetings on the understanding that they commit to use the results of such meetings, and non-public information learned there or otherwise from MTI, solely for the benefit of the specific member company which designated them, and not otherwise in their consulting or other independent activities.

8. This Agreement contains the entire agreement between the parties hereto with respect to the subject matter hereof, and merges and supersedes all prior discussions and writings with respect thereto. No modifications or alteration of this Agreement shall be effective unless made in writing and signed by both parties hereto.

9. This Agreement shall be subject to and governed by the laws of the State of New York.

IN WITNESS WHEREOF, MTI and have caused this Agreement to be executed as of the date first above written.

MATERIALS TECHNOLOGY INSTITUTE, INC.

By_____

James M. Macki
Executive Director

Date_____

By_____

Name _____

Title _____

Date_____