EXHIBIT 10.3  
 AFFILIATE'S AGREEMENT  
  
 This AGREEMENT (this "Agreement") is made as of April 23, 1999, by and  
among Xxxxxxx Industrial Group, Inc., a Delaware corporation (the "Parent"), and  
the undersigned stockholder (the "Undersigned") of Bronze, Inc., a Delaware  
corporation (the "Company"). Reference is made to that certain Agreement and  
Plan of Merger, dated April 23, 1999 (the "Merger Agreement"), by and among  
Parent, Bronze Acquisition Corp., a Delaware corporation and wholly owned  
subsidiary of Parent (the "Purchaser"), and the Company.  
  
 WHEREAS, pursuant to the Merger Agreement, Parent, Purchaser and the  
Company are contemplating a merger of Purchaser with and into the Company (the  
"Merger"), pursuant to which the Company will become a wholly owned subsidiary  
of Parent;  
  
 WHEREAS, the Merger is contingent upon the approval of the Merger and  
the Merger Agreement by the Company's stockholders at a special meeting of the  
Company's stockholders, and the Undersigned desires to facilitate the Merger by  
agreeing to vote the Undersigned's shares of the Company's Common Stock, $.01  
par value (the "Common Stock") and any shares of Common Stock of the Company  
over which the Undersigned has voting control in favor of the Merger and the  
Merger Agreement;  
  
 WHEREAS, the Undersigned desires irrevocably to appoint Parent or any  
designee of Parent as the Undersigned's lawful agent, attorney and proxy to vote  
in favor of the Merger and the Merger Agreement; and  
  
 WHEREAS, in accordance with the Merger Agreement, shares of Common  
Stock owned by the Undersigned at the Effective Time (as defined in the Merger  
Agreement) shall be converted into the right to receive cash in accordance with  
the Merger Agreement.  
  
 NOW, THEREFORE, in consideration of the mutual agreements, provisions  
and covenants set forth in the Merger Agreement and hereinafter in this  
Agreement, and for other good and valuable consideration, the receipt and  
sufficiency of which is hereby acknowledged, the Undersigned agrees as follows:  
  
 1. Transfer Restriction. The Undersigned will not sell, transfer or  
otherwise dispose of, or reduce his or its interest in any shares of Common  
Stock currently owned or hereafter acquired by him or it prior to the  
termination of this Agreement.  
  
 2. Irrevocable Proxy. The Undersigned hereby irrevocably appoints  
Parent or any designee of Parent as the Undersigned's lawful agent, attorney and  
proxy to vote or give consents with respect to all shares of Common Stock held  
by the Undersigned and all shares of Common Stock over which the Undersigned  
  
has voting control, in favor of the approval of the Merger and the Merger  
Agreement and any matters incidental thereto. The Undersigned intends this proxy  
to be irrevocable and coupled with an interest. Parent agrees that it or its  
designee shall vote the shares of Common Stock held by the Undersigned and the  
shares of Common Stock over which the Undersigned has voting control in favor of  
the approval of the Merger and the Merger Agreement. The agents, attorneys and  
proxies named herein may not exercise this proxy on any other matter except as  
provided herein. The Undersigned may vote all shares of Common Stock held by the  
Undersigned and all shares of Common Stock over which the Undersigned has voting  
control on all other matters.  
  
 3. Voting Agreement. If the Parent cannot or does not for any reason  
vote the proxy granted to the Parent in Section 2, above, at a special meeting  
of the stockholders of the Company called for the purpose of considering the  
approval of the Merger and the Merger Agreement, the Undersigned agrees to vote  
all of the shares of Common Stock held by the Undersigned and all shares of  
Common Stock over which the Undersigned has voting control in favor of the  
Merger and the Merger Agreement.  
  
 4. No Shopping. The Undersigned, in its capacity as a stockholder of  
the Company, shall not directly or indirectly (i) solicit, initiate or encourage  
(or authorize any person to solicit, initiate or encourage) any inquiry,  
proposal or offer from any person (other than Parent) to acquire the business,  
property or capital stock of the Company or any direct or indirect subsidiary  
thereof, or any acquisition of a substantial equity interest in, or a  
substantial amount of the assets of, the Company or any direct or indirect  
subsidiary thereof, whether by merger, purchase of assets, tender offer or other  
transaction or (ii) participate in any discussion or negotiations regarding, or  
furnish to any other person any information with respect to, or otherwise  
cooperate in any way with, or participate in, facilitate or encourage any effort  
or attempt by any person (other than Parent) to do or seek any of the foregoing.  
Notwithstanding any provision of this Section 4 to the contrary, the  
Undersigned's representative on the Company's Board of Directors may take  
actions in such capacity permitted under the Merger Agreement.  
  
 5. Miscellaneous.  
  
 (a) By signing below, the Undersigned represents and warrants  
that the Undersigned has all necessary power and authority to execute this  
Agreement and to cause the Undersigned's shares of Common Stock and the shares  
of Common Stock over which the Undersigned has voting control, to be voted as  
provided herein, and the Undersigned has duly authorized, executed and delivered  
this Agreement.  
  
 (b) This Agreement shall be governed by and construed in  
accordance with the laws of the State of Delaware without giving effect to the  
principles of conflict of laws thereof.  
  
 (c) This Agreement may be executed in any number of  
counterparts, all of which taken together shall constitute one and the same  
instrument, and any and all of the parties hereto may execute this Agreement by  
signing any such counterpart.  
  
 (d) This Agreement shall terminate upon the earlier to occur  
 of (i) the Effective Date or (ii) termination of the  
 Merger Agreement in accordance with the terms thereof.  
  
 (e) This Agreement shall be binding on the Undersigned's  
successors and assigns, including his heirs, executors and administrators.  
  
 (f) The undersigned has carefully read this agreement and  
discussed its requirements, to the extent the Undersigned believed necessary,  
with its counsel or counsel for the Company.  
  
 IN WITNESS WHEREOF, the parties hereto have caused this Agreement to be  
executed as of the date first above written.  
  
  
 XXXXXXX INDUSTRIAL GROUP, INC.  
   
   
 By: /s/ Xxxxxxx X. Xxxxxxx  
 ----------------------------  
 Name: Xxxxxxx X. Xxxxxxx  
 Title: Chief Executive Officer  
   
   
 STOCKHOLDER:  
   
 STATE OF DELAWARE EMPLOYEES RETIREMENT FUND  
   
   
 By: /s/ Xxxxxx X. Xxxxxx  
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 Name: Xxxxxx X. Xxxxxx  
 Title: Authorized Signatory