

UNITED STATES  
SECURITIES AND EXCHANGE COMMISSION  
Washington, D.C. 20549

**SCHEDULE 13D**

Under the Securities Exchange Act of 1934

(Amendment No. 71)\*

**VALHI, INC.**

(Name of Issuer)

**Common Stock, par value \$0.01 per share**  
(Title of Class of Securities)

**918905 10 0**  
(CUSIP Number)

**Steven L. Watson**  
**Three Lincoln Centre**  
**Suite 1700**  
**5430 LBJ Freeway**  
**Dallas, Texas 75240-2694**  
**(972) 233-1700**

(Name, Address and Telephone Number of Person  
Authorized to Receive Notices and Communications)

**June 16, 2011**  
(Date of Event which requires Filing  
of this Statement)

If the filing person has previously filed a statement on Schedule 13G to report the acquisition that is the subject of this Schedule 13D, and is filing this schedule because of sections 240.13d-1(e), 240.13d-1(f) or 240.13d-1(g), check the following box.

\*The remainder of this cover page shall be filled out for a reporting person's initial filing on this form with respect to the subject class of securities, and for any subsequent amendment containing information which would alter disclosures provided in a prior cover page.

The information required on the remainder of this cover page shall not be deemed to be "filed" for the purpose of Section 18 of the Securities Exchange Act of 1934 ("Act") or otherwise subject to the liabilities of that section of the Act but shall be subject to all other provisions of the Act (however, see the Notes).

(Continued on following pages)

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1	NAMES OF REPORTING PERSONS AND I.R.S. IDENTIFICATION NOS. OF SUCH PERSONS (ENTITIES ONLY)	
	<b>Valhi Holding Company</b>	
2	CHECK THE APPROPRIATE BOX IF A MEMBER OF A GROUP (SEE INSTRUCTIONS)	
	(a) <input type="checkbox"/>	
	(b) <input type="checkbox"/>	
3	SEC USE ONLY	
4	SOURCE OF FUNDS (SEE INSTRUCTIONS)	
	<b>OO</b>	
5	CHECK IF DISCLOSURE OF LEGAL PROCEEDINGS IS REQUIRED PURSUANT TO ITEMS 2(d) OR 2(e) <input type="checkbox"/>	
6	CITIZENSHIP OR PLACE OF ORGANIZATION	
	<b>Delaware</b>	
	NUMBER OF SHARES BENEFICIALLY OWNED BY EACH REPORTING PERSON WITH	7 SOLE VOTING POWER
		<b>-0-</b>
		8 SHARED VOTING POWER
		<b>106,359,427</b>
		9 SOLE DISPOSITIVE POWER
		<b>-0-</b>
		10 SHARED DISPOSITIVE POWER
		<b>106,359,427</b>
11	AGGREGATE AMOUNT BENEFICIALLY OWNED BY EACH REPORTING PERSON	
	<b>106,359,427</b>	
12	CHECK IF THE AGGREGATE AMOUNT IN ROW (11) EXCLUDES CERTAIN SHARES (SEE INSTRUCTIONS) <input type="checkbox"/>	
13	PERCENT OF CLASS REPRESENTED BY AMOUNT IN ROW (11)	
	<b>94.1%</b>	
14	TYPE OF REPORTING PERSON (SEE INSTRUCTIONS)	
	<b>CO</b>	

1	NAMES OF REPORTING PERSONS AND I.R.S. IDENTIFICATION NOS. OF SUCH PERSONS (ENTITIES ONLY)	
	<b>Dixie Rice Agricultural Corporation, Inc.</b>	
2	CHECK THE APPROPRIATE BOX IF A MEMBER OF A GROUP (SEE INSTRUCTIONS)	
	(a) <input type="checkbox"/>	
	(b) <input type="checkbox"/>	
3	SEC USE ONLY	
4	SOURCE OF FUNDS (SEE INSTRUCTIONS)	
	<b>Not applicable</b>	
5	CHECK IF DISCLOSURE OF LEGAL PROCEEDINGS IS REQUIRED PURSUANT TO ITEMS 2(d) OR 2(e) <input type="checkbox"/>	
6	CITIZENSHIP OR PLACE OF ORGANIZATION	
	<b>Louisiana</b>	
	NUMBER OF SHARES BENEFICIALLY OWNED BY EACH REPORTING PERSON WITH	7 SOLE VOTING POWER
		<b>-0-</b>
		8 SHARED VOTING POWER
		<b>106,359,427</b>
		9 SOLE DISPOSITIVE POWER
		<b>-0-</b>
		10 SHARED DISPOSITIVE POWER
		<b>106,359,427</b>
11	AGGREGATE AMOUNT BENEFICIALLY OWNED BY EACH REPORTING PERSON	
	<b>106,359,427</b>	
12	CHECK IF THE AGGREGATE AMOUNT IN ROW (11) EXCLUDES CERTAIN SHARES (SEE INSTRUCTIONS) <input type="checkbox"/>	
13	PERCENT OF CLASS REPRESENTED BY AMOUNT IN ROW (11)	
	<b>94.1%</b>	
14	TYPE OF REPORTING PERSON (SEE INSTRUCTIONS)	
	<b>CO</b>	

1	NAMES OF REPORTING PERSONS AND I.R.S. IDENTIFICATION NOS. OF SUCH PERSONS (ENTITIES ONLY)	
	<b>Contran Corporation</b>	
2	CHECK THE APPROPRIATE BOX IF A MEMBER OF A GROUP (SEE INSTRUCTIONS)	
	(a) <input type="checkbox"/>	
	(b) <input type="checkbox"/>	
3	SEC USE ONLY	
4	SOURCE OF FUNDS (SEE INSTRUCTIONS)	
	<b>OO</b>	
5	CHECK IF DISCLOSURE OF LEGAL PROCEEDINGS IS REQUIRED PURSUANT TO ITEMS 2(d) OR 2(e) <input type="checkbox"/>	
6	CITIZENSHIP OR PLACE OF ORGANIZATION	
	<b>Delaware</b>	
	NUMBER OF SHARES BENEFICIALLY OWNED BY EACH REPORTING PERSON WITH	7 SOLE VOTING POWER <b>-0-</b>
		8 SHARED VOTING POWER <b>106,752,189</b>
		9 SOLE DISPOSITIVE POWER <b>-0-</b>
		10 SHARED DISPOSITIVE POWER <b>106,752,189</b>
11	AGGREGATE AMOUNT BENEFICIALLY OWNED BY EACH REPORTING PERSON <b>106,752,189</b>	
12	CHECK IF THE AGGREGATE AMOUNT IN ROW (11) EXCLUDES CERTAIN SHARES (SEE INSTRUCTIONS) <input type="checkbox"/>	
13	PERCENT OF CLASS REPRESENTED BY AMOUNT IN ROW (11) <b>94.4%</b>	
14	TYPE OF REPORTING PERSON (SEE INSTRUCTIONS) <b>CO</b>	

1	NAMES OF REPORTING PERSONS AND I.R.S. IDENTIFICATION NOS. OF SUCH PERSONS (ENTITIES ONLY)	
	<b>Harold C. Simmons</b>	
2	CHECK THE APPROPRIATE BOX IF A MEMBER OF A GROUP (SEE INSTRUCTIONS)	
	(a) <input type="checkbox"/>	
	(b) <input type="checkbox"/>	
3	SEC USE ONLY	
4	SOURCE OF FUNDS (SEE INSTRUCTIONS)	
	<b>PF and OO</b>	
5	CHECK IF DISCLOSURE OF LEGAL PROCEEDINGS IS REQUIRED PURSUANT TO ITEMS 2(d) OR 2(e) <input type="checkbox"/>	
6	CITIZENSHIP OR PLACE OF ORGANIZATION	
	<b>USA</b>	
	NUMBER OF SHARES BENEFICIALLY OWNED BY EACH REPORTING PERSON WITH	7 SOLE VOTING POWER <b>380,216</b>
		8 SHARED VOTING POWER <b>107,972,685</b>
		9 SOLE DISPOSITIVE POWER <b>380,216</b>
		10 SHARED DISPOSITIVE POWER <b>107,972,685</b>
11	AGGREGATE AMOUNT BENEFICIALLY OWNED BY EACH REPORTING PERSON <b>380,216</b>	
12	CHECK IF THE AGGREGATE AMOUNT IN ROW (11) EXCLUDES CERTAIN SHARES (SEE INSTRUCTIONS) <input checked="" type="checkbox"/>	
13	PERCENT OF CLASS REPRESENTED BY AMOUNT IN ROW (11) <b>0.3%</b>	
14	TYPE OF REPORTING PERSON (SEE INSTRUCTIONS) <b>IN</b>	

**AMENDMENT NO. 71  
TO SCHEDULE 13D**

This amended statement on Schedule 13D (this “*Statement*”) relates to the common stock, par value \$0.01 per share (the “*Shares*”), of Valhi, Inc., a Delaware corporation (the “*Company*” or “*Valhi*”). Items 2, 3, 4, 5, 6 and 7 of this Statement are hereby amended as set forth below. The Reporting Persons (as defined below) are filing this amendment as a result of the purchases of Shares, which purchases have increased the percentage of outstanding Shares the Reporting Persons own in the aggregate by more than one percent on June 16, 2011 from the aggregate percentage ownership of the Reporting Persons as disclosed in Amendment No. 70 to this Statement. These purchases include Shares purchased by Kronos Worldwide, Inc. (“*Kronos Worldwide*”). Since Kronos Worldwide is a majority owned subsidiary of the Company and pursuant to Delaware law and Section 13(d)(4) of the Securities Exchange Act of 1934, as amended (the “*Exchange Act*”), the Company treats the Shares that Kronos Worldwide holds as treasury stock. Accordingly, for purposes of this Statement each Share purchased by Kronos Worldwide reduces by one Share the number of outstanding Shares.

**Item 2. Identity and Background.**

Item 2 is amended and restated as follows.

(a) This Statement is filed:

- by Valhi Holding Company, (“*VHC*”) as a direct holder of Shares;
- by virtue of the direct and indirect ownership of securities of VHC, by Dixie Rice Agricultural Corporation, Inc. (“*Dixie Rice*”) and Contran Corporation (“*Contran*”); and
- by virtue of positions he holds with Contran and certain of the other entities (as reported on this Statement), by Harold C. Simmons (collectively, the “*Reporting Persons*”).

By signing this Statement, each Reporting Person agrees that this Statement is filed on its or his behalf.

Harold C. Simmons and the following persons or entities related to him are the direct holders of the following percentages of the 113,036,483 Shares outstanding as of the close of business on June 27, 2011, which outstanding share information is from the Company (the “*Outstanding Shares*”):

VHC	92.7%
TIMET Finance Management Company (“ <i>TFMC</i> ”)	1.4%
Harold Simmons Foundation, Inc. (“ <i>Foundation</i> ”)	0.8%
Harold C. Simmons	0.3%
Contran Amended and Restated Deferred Compensation Trust (“ <i>CDCT</i> ”)	0.3%
Annette C. Simmons	0.2%
The Combined Master Retirement Trust (“ <i>CMRT</i> ”)	0.1%
	Less than
The Annette Simmons Grandchildren’s Trust (“ <i>Grandchildren’s Trust</i> ”)	0.1%
	Less than
Contran	0.1%

VHC, TFMC, the CDCT and Contran may be deemed to control the Company. Titanium Metals Corporation (“TIMET”) is the holder of 100% of the outstanding shares of common stock of TFMC and may be deemed to control TFMC. Annette C. Simmons is the wife of Harold C. Simmons.

Harold C. Simmons and the following persons or entities related to him are the direct holders of the following percentages of the outstanding shares of TIMET common stock:

VHC	23.6%
Annette C. Simmons	12.3%
CMRT	8.7%
Harold C. Simmons	3.2%
Kronos Worldwide	2.4%
Contran	2.0%
NL Industries, Inc. (“NL”)	0.8%
Valhi	0.5%
	Less than
Foundation	0.1%
	Less than
Grandchildren’s Trust	0.1%

NL’s percentage ownership of TIMET common stock includes 0.3% directly held by a subsidiary of NL. Together, VHC, Annette C. Simmons, the CMRT, Harold C. Simmons, Contran, Kronos Worldwide, NL and Valhi may be deemed to control TIMET.

Harold C. Simmons and the following persons or entities related to him are the direct holders of the following percentages of the outstanding shares of NL common stock:

Valhi	83.0%
Harold C. Simmons	2.2%
Annette C. Simmons	0.6%
TFMC	0.5%
	Less than
Kronos Worldwide	0.1%

Together, Valhi, TFMC and Kronos Worldwide may be deemed to control NL.

Harold C. Simmons and the following persons or entities related to him are the direct holders of the following percentages of the outstanding shares of Kronos Worldwide common stock:

Valhi	50.0%
NL	30.4%
Harold C. Simmons	0.4%
TFMC	0.3%
Annette C. Simmons	0.1%
	Less than
Contran	0.1%

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Together, Valhi, NL, TFMC and Contran may be deemed to control Kronos Worldwide.

Dixie Rice is the direct holder of 100% of the outstanding shares of common stock of VHC and may be deemed to control VHC. Contran is the holder of 100% of the outstanding shares of common stock of Dixie Rice and may be deemed to control Dixie Rice.

Substantially all of Contran's outstanding voting stock is held by trusts established for the benefit of certain children and grandchildren of Harold C. Simmons (the "*Trusts*"), of which Mr. Simmons is the sole trustee, or held by Mr. Simmons or persons or other entities related to Mr. Simmons. As sole trustee of the Trusts, Mr. Simmons has the power to vote and direct the disposition of the shares of Contran stock held by the Trusts. Mr. Simmons, however, disclaims beneficial ownership of any shares of Contran stock that the Trusts hold.

The Foundation is a tax-exempt foundation organized for charitable purposes. Harold C. Simmons is the chairman of the board of the Foundation and may be deemed to control the Foundation.

U.S. Bank National Association serves as the trustee of the CDCT. Contran established the CDCT as an irrevocable "rabbi trust" to assist Contran in meeting certain deferred compensation obligations that it owes to Harold C. Simmons. If the CDCT assets are insufficient to satisfy such obligations, Contran is obligated to satisfy the balance of such obligations as they come due. Pursuant to the terms of the CDCT, Contran retains the power to vote the shares held by the CDCT, retains dispositive power over such shares and may be deemed the indirect beneficial owner of such shares.

Contran sponsors the CMRT to permit the collective investment by master trusts that maintain the assets of certain employee benefit plans Contran and related companies adopt. Mr. Simmons is the sole trustee of the CMRT and a member of the investment committee for the CMRT. Mr. Simmons is a participant in one or more of the employee benefit plans that invest through the CMRT.

Harold C. Simmons is chairman of the board of the Company, Kronos Worldwide, TIMET, VHC, Dixie Rice and Contran and chairman of the board and chief executive officer of NL.

By virtue of the holding of the offices, the stock ownership and his services as trustee, all as described above, (a) Harold C. Simmons may be deemed to control certain of such entities and (b) Mr. Simmons and certain of such entities may be deemed to possess indirect beneficial ownership of shares directly held by certain of such other entities. However, Mr. Simmons disclaims beneficial ownership of the shares beneficially owned, directly or indirectly, by any of such entities, except to the extent of his vested beneficial interest, if any, in shares held by the CDCT or CMRT. Mr. and Mrs. Simmons each disclaim beneficial ownership of all Shares beneficially owned, directly or indirectly, by VHC, TFMC, the Foundation, the Grandchildren's Trust and Contran.

Annette C. Simmons is the wife of Harold C. Simmons. Mr. Simmons may be deemed to share indirect beneficial ownership of her shares. He disclaims all such beneficial ownership. Mrs. Simmons disclaims beneficial ownership of any shares that she does not hold directly.

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The Grandchildren's Trust is a trust of which Harold C. Simmons and Annette C. Simmons are co-trustees and the beneficiaries of which are the grandchildren of Annette C. Simmons. As co-trustees of this trust, each of Mr. and Mrs. Simmons has the power to vote and direct the disposition of the shares this trust directly holds. Each of them disclaims beneficial ownership of any shares that this trust holds.

NL, a wholly owned subsidiary of NL and Kronos Worldwide directly hold 3,604,790 shares, 1,186,200 shares and 574,972 shares, respectively, of Valhi common stock. As already disclosed, Valhi is the direct holder of approximately 83.0% of the outstanding shares of NL common stock and 50.0% of the outstanding shares of Kronos Worldwide common stock. Pursuant to Delaware law and Section 13(d)(4) of the Exchange Act, Valhi treats the shares of Valhi common stock that NL, its wholly owned subsidiary and Kronos Worldwide hold as treasury stock for voting purposes and for the purposes of this Statement such shares are not deemed outstanding.

TFMC directly holds 2,461,428 shares of TIMET common stock. As already disclosed, TIMET is the sole stockholder of TFMC. Pursuant to Delaware law and Section 13(d)(4) of the Exchange Act, TIMET treats the shares of TIMET common stock that TFMC holds as treasury stock for voting purposes and for the purposes of this Statement such shares are not deemed outstanding.

Certain information concerning the directors and executive officers of the Reporting Persons, including offices held by Mr. Simmons, is set forth on **Schedule B** attached hereto and incorporated herein by reference.

The Reporting Persons understand that the funds required by each person named in **Schedule B** to this Amendment to acquire the Shares set forth on **Schedule C** to this Amendment were from such person's personal funds.

(b) The principal offices of VHC and Contran are located at, and the business address of Harold C. Simmons is, Three Lincoln Centre, 5430 LBJ Freeway, Suite 1700, Dallas, Texas 75240-2697. The principal office of Dixie Rice is located at 600 Pasquiere Street, Gueydan, Louisiana 70542. The business addresses of the remaining directors and executive officers of the Reporting Persons are set forth on **Schedule B** to this Statement and incorporated herein by reference.

(c) Through Valhi, VHC is principally engaged in the titanium dioxide products, component products (security products, furniture components and performance marine components) and waste management industries. Through VHC's equity investment in TIMET, VHC is invested in a leading worldwide producer of titanium metal products.

In addition to the activities engaged in through Valhi, TIMET and the other companies they may be deemed to control, as described above, and in addition to holding the securities described above:

- Dixie Rice is engaged in land management, agriculture and oil and gas activities; and
  - Contran is engaged through other companies in the production of, among other things, steel rod, wire and wire products.
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As already disclosed in Item 2(a), the CMRT is a trust sponsored by Contran to permit the collective investment by trusts that maintain the assets of certain employee benefit plans Contran and its related companies adopt.

Harold C. Simmons is an employee of Contran. See Item 2(a) for certain positions that Harold C. Simmons holds with Contran and its related companies.

(d) None of the Reporting Persons or, to the best knowledge of such persons, any of the persons named in **Schedule B** to this Amendment has been convicted in a criminal proceeding in the past five years (excluding traffic violations or similar misdemeanors).

(e) None of the Reporting Persons or, to the best knowledge of such persons, any person named in **Schedule B** to this Amendment, was a party to a civil proceeding of a judicial or administrative body of competent jurisdiction as a result of which such person was or is subject to a judgment, decree or final order enjoining future violations of, or prohibiting or mandating activities subject to, federal or state securities laws or finding any violation with respect to such laws.

(f) Harold C. Simmons and all persons named on **Schedule B** to this Amendment are citizens of the United States, except as otherwise indicated on such Schedule.

**Item 3. Source and Amount of Funds or Other Consideration**

Item 3 is supplemented as follows.

The Company issued to Mr. Simmons the 500 Shares reported in Item 5(c) as granted to him for no cash compensation for his director services. The Company issued the same number of Shares on the same date to each of Valhi's other directors.

The total amount of funds required by TFMC to acquire the Shares reported in Item 5(c) was \$4,690,951.82 (including commissions). Such funds were provided by its cash on hand.

The Reporting Persons understand that the funds required by each person named in **Schedule B** to this Statement to acquire the Shares set forth on **Schedule C** to this Statement were from such person's personal funds.

**Item 4. Purpose of Transaction**

Item 4 is supplemented as follows.

The Company issued 500 Shares to Harold C. Simmons on May 26, 2011, the date of its 2011 annual stockholder meeting, for no cash compensation for his director services. The Company issued the same number of Shares on the same date to each of Valhi's other directors.

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TFMC purchased the Shares reported as purchased by it in Item 5(c) in order to increase its equity interest in the Company.

Depending upon their evaluation of the Company's business and prospects, and upon future developments (including, but not limited to, performance of the Shares in the market, availability of funds, alternative uses of funds, the Reporting Persons' tax planning objectives and stock market and general economic conditions), any of the Reporting Persons or other entities or persons that may be deemed to be affiliated with Contran may from time to time purchase Shares, and any of the Reporting Persons or other entities or persons that may be deemed to be affiliated with Contran may from time to time dispose of all or a portion of the Shares held by such entity or person, or cease buying or selling Shares. Any such additional purchases or sales of the Shares may be in open market or privately negotiated transactions or otherwise.

As described under Item 2, Harold C. Simmons, through Contran, may be deemed to control the Company.

The Reporting Persons understand that prior purchases of Shares by each of the persons named in **Schedule B** to this Statement (other than Harold C. Simmons) were made for the purpose of each such person's personal investment.

Certain of the persons named in **Schedule B** to this Statement, namely Robert D. Graham, J. Mark Hollingsworth, William J. Lindquist, A. Andrew R. Louis, Kelly D. Luttmer, Bobby D. O'Brien, Glenn R. Simmons, Harold C. Simmons, John A. St. Wrba, Gregory M. Swalwell and Steven L. Watson are directors or officers of the Company and may acquire Shares from time to time pursuant to benefit plans that the Company sponsors or other compensation arrangements with the Company.

Except as described in this Item 4, none of the Reporting Persons nor, to the best knowledge of such persons, any other person named in **Schedule B** to this Statement has formulated any plans or proposals that relate to or would result in any matter required to be disclosed in response to paragraphs (a) through (j) of Item 4 of Schedule 13D.

**Item 5. Interest in Securities of the Issuer.**

Item 5 is amended as follows.

(a) The following entities or persons directly hold the following Shares:

<b>Reporting Person</b>	<b>Shares Directly Held</b>
VHC	104,813,316
TFMC	1,546,111
Foundation	856,400
Harold C. Simmons	380,216
CDCT	366,847
Annette C. Simmons	219,796
CMRT	115,000
Grandchildren's Trust	29,300
Contran	25,915
<b>Total</b>	<b><u>108,352,901</u></b>

By virtue of the relationships described under Item 2 of this Statement:

(1) VHC and Dixie Rice may each be deemed be the beneficial owner of the 106,359,427 Shares (approximately 94.1% of the Outstanding Shares) that VHC and TFMC directly hold;

(2) Contran may be deemed be the beneficial owner of the 106,752,189 Shares (approximately 94.4% of the Outstanding Shares) that VHC, TFMC, the CDCT and Contran directly hold; and

(3) Harold C. Simmons may be deemed to be the beneficial owner of the 108,352,901 Shares (approximately 95.9% of the Outstanding Shares) that VHC, TFMC, the Foundation, he, the CDCT, Annette C. Simmons, the CMRT, the Grandchildren's Trust and Contran directly hold.

Except for the 380,216 Shares that he holds directly and to the extent of his vested beneficial interest, if any, in the Shares directly held by the CDCT or the CMRT, Mr. Simmons disclaims beneficial ownership of all Shares.

(b) By virtue of the relationships described in Item 2:

(1) VHC and Dixie Rice may each be deemed to share the power to vote and direct the disposition of the 106,359,427 Shares (approximately 94.1% of the Outstanding Shares) that VHC and TFMC directly hold;

(2) Contran may be deemed to share the power to vote and direct the disposition of the 106,752,189 Shares (approximately 94.4% of the Outstanding Shares) that VHC, TFMC, the CDCT and Contran directly hold;

(3) Harold C. Simmons may be deemed to share the power to vote and direct the disposition of the 107,972,685 Shares (approximately 95.5% of the Outstanding Shares) that VHC, TFMC, the Foundation, the CDCT, Annette C. Simmons, the CMRT, the Grandchildren's Trust and Contran directly hold; and

(4) Harold C. Simmons may be deemed to have sole power to vote and direct the disposition of the 380,216 Shares (approximately 0.3% of the Outstanding Shares) that he directly holds.

The Reporting Persons understand, based on ownership filings with the U.S. Securities and Exchange Commission or upon information provided by the persons listed on **Schedule B** to this Statement, that such persons may be deemed to own personally and beneficially the Shares as indicated on **Schedule C** to this Statement.

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(c) The table below sets forth transactions in the Shares by the Reporting Persons since April 17, 2011, which is 60 days prior to the June 16, 2011 event date that requires the filing of this Amendment No. 71 to this Statement. All of the purchases were through open market purchases or block purchases. The table excludes purchases of Shares by Kronos Worldwide since it is a majority owned subsidiary of the Company and pursuant to Delaware law and Section 13(d)(4) of the Exchange Act, the Company treats the Shares that Kronos Worldwide holds as treasury stock.

<u>Date</u>	<u>Reporting Person or Related Party</u>	<u>Number of Shares</u>	<u>Description of Transaction</u>	<u>Approximate Price Per Share (\$) (exclusive of commissions)</u>
05/26/11	Harold C. Simmons	500	Stock Grant (1)	Not applicable
06/17/11	TFMC	2,000	Purchase	\$ 41.8000
06/17/11	TFMC	3,713	Purchase	\$ 42.2500
06/17/11	TFMC	5,000	Purchase	\$ 42.7500
06/17/11	TFMC	5,000	Purchase	\$ 42.8500
06/17/11	TFMC	100	Purchase	\$ 42.8950
06/17/11	TFMC	4,900	Purchase	\$ 43.0000
06/17/11	TFMC	4,287	Purchase	\$ 43.1000
06/20/11	TFMC	5,000	Purchase	\$ 42.2500
06/20/11	TFMC	300	Purchase	\$ 42.4000
06/20/11	TFMC	2	Purchase	\$ 42.6500
06/22/11	Foundation	27,300	Disposition by Gift	Not applicable
06/22/11	Foundation	21,800	Disposition by Gift	Not applicable
06/22/11	TFMC	49,100	Purchase	\$ 46.0000
06/22/11	TFMC	1,399	Purchase	\$ 46.0000
06/22/11	TFMC	5,000	Purchase	\$ 46.5000
06/23/11	TFMC	2,298	Purchase	\$ 45.6500
06/23/11	TFMC	3,702	Purchase	\$ 46.0000
06/24/11	TFMC	300	Purchase	\$ 46.1000
06/24/11	TFMC	4,275	Purchase	\$ 46.3000
06/27/11	TFMC	5,000	Purchase	\$ 48.2000
06/27/11	TFMC	2,307	Purchase	\$ 47.7100

(1) On the date of its 2011 annual stockholder meeting, the Company issued 500 Shares for no cash compensation to each of its directors for his director services, including Harold C. Simmons.

(d) Each of VHC, TFMC, the Foundation, Harold C. Simmons, the CDCT, Annette C. Simmons, the CMRT, the Grandchildren's Trust and Contran has the right to receive and the power to direct the receipt of dividends from, and proceeds from the sale of, the Shares directly held by such entity or person.

**Item 6. Contracts, Arrangements, Understandings or Relationships With Respect to Securities of the Issuer.**

Item 6 is supplemented as follows.

As already disclosed, effective August 25, 2005 pursuant to a pledge agreement between Contran and VHC, VHC pledged to a deferred compensation trust an aggregate of 120,000 Shares to secure Contran's obligations under a deferred compensation agreement for the benefit of Glenn R. Simmons. Pursuant to the pledge agreement, Contran agreed to:

- (i) pay VHC quarterly a fee equal to 0.125% of the value of the Shares pledged under the agreement; and
- (ii) indemnify VHC against any loss or incremental cost resulting from the pledge of the Shares to the trust under the pledge agreement or any transfer of the Shares to the trust resulting from an obligation of Contran to pay Glenn R. Simmons amounts under the related deferred compensation agreement.

Prior to any transfer of any Shares to the trust resulting from such obligations, VHC retains all rights to vote and receive dividends on the pledged Shares.

On October 7, 2009, VHC substituted the fair market value of 10,247,680 shares of TIMET common stock it had pledged to the CDCT for 8,457,160 Shares and paid cash of \$10.02 pursuant to the terms of the Second Amended, Restated and Consolidated Pledge Agreement dated October 7, 2001 (the "*Pledge Agreement*") between the Contran and VHC. Pursuant to the Pledge Agreement, Contran agreed to:

- (i) pay VHC quarterly a fee equal to 0.125% of the value of the Shares pledged under the agreement; and
- (ii) indemnify VHC against any loss or incremental cost resulting from the pledge of the Shares to the trust under the pledge agreement or any transfer of the Shares to the CDCT resulting from an obligation of Contran to pay Harold C. Simmons amounts under the related deferred compensation agreement.

Prior to any transfer of any Shares to the CDCT from such obligations, VHC retains all rights to vote and receive dividends on the pledged Shares. The description of the Pledge Agreement set forth herein is qualified in its entirety by reference to the actual terms of the Pledge Agreement, which is attached as Exhibit 1 hereto and is incorporated herein by reference.

**Item 7. Material to be Filed as Exhibits.**

Item 7 is supplemented as follows.

Exhibit 1*	Second Amended, Restated and Consolidated Pledge Agreement dated as of October 7, 2009 between Contran Corporation and Valhi Holding Company for the benefit of the Contran Amended and Restated Deferred Compensation Trust.
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\* Filed herewith.

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Signature

After reasonable inquiry and to the best of my knowledge and belief, I certify that the information set forth in this Statement is true, complete and correct.

Date: June 28, 2011

/s/ Harold C. Simmons  
*Harold C. Simmons*  
*Signing in his individual capacity only.*

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Signature

After reasonable inquiry and to the best of my knowledge and belief, I certify that the information set forth in this Statement is true, complete and correct.

Date: June 28, 2011

/s/ Steven L. Watson

*Steven L. Watson*

*Signing in the capacities listed on **Schedule A** attached hereto and incorporated herein by reference.*

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**SCHEDULE A**

Steven L. Watson, as President or Executive Vice President of each of:

CONTRAN CORPORATION  
DIXIE RICE AGRICULTURAL CORPORATION, INC.  
VALHI HOLDING COMPANY

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## SCHEDULE B

The names of the directors and executive officers of Contran Corporation (“*Contran*”), Dixie Rice Agricultural Corporation, Inc. (“*Dixie Rice*”) and Valhi Holding Company (“*VHC*”) and their present principal occupations are set forth below. Each such person is a citizen of the United States of America and the business address of each such person is 5430 LBJ Freeway, Suite 1700, Dallas, Texas 75240.

Name	Present Principal Occupation
L. Andrew Fleck	Vice president and a director of Dixie Rice and vice president-real estate for Contran.
Robert D. Graham	Vice president of Valhi, Inc. (the “ <i>Company</i> ”), Contran, Dixie Rice and VHC; executive vice president and general counsel of Kronos Worldwide, Inc. (“ <i>Kronos Worldwide</i> ”); executive vice president of Titanium Metals Corporation (“ <i>TIMET</i> ”); vice president and general counsel of NL Industries, Inc., a publicly held subsidiary of the Company (“ <i>NL</i> ”); and executive vice president of CompX International Inc., a publicly held subsidiary of NL (“ <i>CompX</i> ”).
J. Mark Hollingsworth	Vice president and general counsel of the Company, CompX, Contran, Dixie Rice and VHC; trust counsel of The Combined Master Retirement Trust, a trust Contran sponsors that permits the collective investment by master trusts that maintain the assets of certain employee defined benefit plans Contran and related companies adopt (the “ <i>CMRT</i> ”); and vice president and general counsel of Keystone Consolidated Industries, Inc., a publicly held sister corporation of the Company (“ <i>Keystone</i> ”).
William J. Lindquist	Senior vice president of the Company and Dixie Rice; director and senior vice president of Contran and VHC; and chief executive officer of Waste Control Specialists LLC, a subsidiary of the Company.
A. Andrew R. Louis	Vice president and secretary of the Company, CompX, Kronos Worldwide and NL; and secretary of Contran, Dixie Rice and VHC.

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Name	Present Principal Occupation
Kelly D. Luttmer	Vice president and global tax director of the Company, CompX, Keystone, Kronos Worldwide, NL, TIMET; and vice president and tax director of Contran, Dixie Rice and VHC.
Bobby D. O'Brien	Vice president and chief financial officer of the Company, Contran and Dixie Rice; president and chief executive officer of TIMET; and vice president and chief financial officer of VHC.
Glenn R. Simmons	Vice chairman of the board of the Company, Contran, Dixie Rice and VHC; chairman of the board of CompX and Keystone; and a director of Kronos Worldwide, TIMET and NL.
Harold C. Simmons	Chairman of the board of the Company, Contran, Dixie Rice, Kronos Worldwide, TIMET and VHC; chairman of the board and chief executive officer of NL; and trustee and member of the investment committee of the CMRT.
John A. St. Wrba	Vice president and treasurer of the Company, Contran, Dixie Rice, Kronos Worldwide, NL, TIMET and VHC.
Gregory M. Swalwell	Vice president and controller of the Company, Contran and VHC; executive vice president and chief financial officer of Kronos Worldwide; vice president, finance and chief financial officer of NL; and vice president of TIMET and Dixie Rice.
Steven L. Watson	Director, president and chief executive officer of the Company; chief executive officer and vice chairman of the board of Kronos Worldwide; vice chairman of the board of TIMET; director and president of Contran, Dixie Rice and VHC; and a director of CompX, Keystone and NL.

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### SCHEDULE C

Based upon ownership filings with the U.S. Securities and Exchange Commission or upon information provided by the persons listed on **Schedule B** to this Statement, such persons may be deemed to own personally and beneficially Shares, as outlined below:

Name	Total
L. Andrew Fleck	-0-
Robert D. Graham	-0-
J. Mark Hollingsworth	-0-
William J. Lindquist	-0-
A. Andrew R. Louis	-0-
Kelly D. Luttmer	-0-
Bobby D. O'Brien	-0-
Glenn R. Simmons (1)	21,578
Harold C. Simmons (2)	629,312
John A. St. Wrba	-0-
Gregory M. Swalwell	1,166
Steven L. Watson	28,746

(1) Includes 2,600 Shares held by Glenn R. Simmons' wife. Mr. Simmons' disclaims beneficial ownership of all Shares held by his wife.

(2) Includes 219,796 and 29,300 Shares directly held, respectively, by Harold C. Simmons' wife and a trust of which Harold C. Simmons and his wife are co-trustees and the beneficiaries of which are the grandchildren of his wife. Mr. Harold C. Simmons also may be deemed to possess indirect beneficial ownership of the other Shares set forth in Item 5(a) of this Statement, held by other Reporting Persons. Mr. Simmons disclaims beneficial ownership of all Shares except for the 380,216 Shares that he holds directly and to the extent of his vested beneficial interest, if any, in Shares directly held by the CDCT or the CMRT.

**EXHIBIT INDEX**

Exhibit 1\*

Second Amended, Restated and Consolidated Pledge Agreement dated as of October 7, 2009 between Contran Corporation and Valhi Holding Company for the benefit of the Contran Amended and Restated Deferred Compensation Trust.

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\* Filed herewith.

**SECOND AMENDED, RESTATED AND CONSOLIDATED PLEDGE AGREEMENT**  
*For the Benefit of the Contran Amended and Restated Deferred Compensation Trust*

This Second Amended, Restated and Consolidated Pledge Agreement (this "*Agreement*") is between Contran Corporation, a Delaware corporation ("*Contran*"), and Valhi Holding Company, a Delaware corporation and a subsidiary of Contran ("*VHC*"), and amends, restates and consolidates as of October 7, 2009 (the "*Effective Date*") the following agreements (collectively, the "*Prior Pledge Agreements*"):

- the Amended, Restated and Consolidated Pledge Agreement dated January 1, 2007 (the "*Prior Consolidated Valhi Common Stock Pledge Agreement*") between Contran and VHC whereby VHC pledged 6.8 million shares (the "*Originally Pledged Valhi Shares*") of common stock, par value \$0.01 per share ("*Valhi Common Stock*"), of Valhi, Inc., a Delaware corporation, to the Contran Amended and Restated Deferred Compensation Trust effective January 1, 2006 between Contran and a former trustee (such agreement shall be referred to herein as the "*CDCT Agreement*" and the trust governed by the CDCT Agreement shall be referred to herein as the "*CDCT*");
- the Pledge Agreement effective as of April 1, 2007 (the "*Prior TIMET Common Stock Pledge Agreement*") between Contran and VHC whereby VHC pledged 3,247,680 shares of common stock, par value \$0.01 per share ("*TIMET Common Stock*"), of Titanium Metals Corporation, a Delaware corporation, to the CDCT; and
- the Amended, Restated and Consolidated Pledge Agreement effective as of July 30, 2008 (the "*Consolidated TIMET Common Stock Pledge Agreement*") between Contran and VHC whereby:
  - Contran and Valhi amended, restated and consolidated the Prior Consolidated Valhi Common Stock Pledge Agreement and the Prior TIMET Common Stock Pledge Agreement;
  - Contran agreed to the release, as a substitution of CDCT assets pursuant to Sections 4(a), 5(a) and 5(c) of the Trust Agreement, of the Originally Pledged Valhi Shares from the pledge; and
  - VHC pledged, as a substitution of CDCT assets pursuant to Sections 4(a), 5(a) and 5(c) of the Trust Agreement, an additional 8,000,000 shares of TIMET Common Stock to the CDCT that resulted in an aggregate of 11,247,680 shares of TIMET Common Stock pledged to the CDCT (the "*Originally Pledged TIMET Shares*").

**Recitals**

A. Contran and Harold C. Simmons, the chairman of the board of Contran and a resident of Dallas, Texas ("*Simmons*"), entered into that certain Harold C. Simmons 2008 Amended and Restated Deferred Compensation Agreement as of December 30, 2008 (collectively with any further amendments, the "*2008 Deferred Compensation Agreement*"), which 2008 Deferred Compensation Agreement amended and restated the Harold C. Simmons 2005 Restated and Consolidated Deferred Compensation Agreement entered into as of December 21, 2005 (the "*2005 Deferred Compensation Agreement*"). The 2005 Deferred Compensation Agreement amended, restated and consolidated the following deferred compensation agreements between Contran and Simmons, as amended:

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- the 1984 Deferred Compensation Agreement Amended and Restated as of January 1, 2004 (the “1984 Deferred Compensation Agreement”);
- the 1993 Deferred Compensation Agreement Amended and Restated as of January 1, 2004 (the “1993 Deferred Compensation Agreement”);
- the Harold C. Simmons Contran Corporation 2000 Deferred Compensation Agreement (the “2000 Deferred Compensation Agreement”); and
- the Harold C. Simmons Contran Corporation 2001 Deferred Compensation Agreement (the “2001 Deferred Compensation Agreement”).

B. In order to assist Contran with certain of its obligations under the 2008 Deferred Compensation Agreement, Contran and U.S. Bank National Association, as successor trustee (“U.S. Bank”), entered into the CDCT Agreement, which agreement amended, restated, consolidated and merged the following trusts:

- the Contran Deferred Compensation Trust No. 1 dated February 11, 1994 between Contran and a former trustee (the “CDCT No. 1”), which:
  - o was most recently amended and restated under the terms of the trust agreement effective as of January 1, 2004 between Contran and U.S. Bank, as successor trustee; and
  - o provided a source of funds to assist Contran in meeting certain of its obligations under the 1993 Deferred Compensation Agreement, the 2000 Deferred Compensation Agreement and the 2001 Deferred Compensation Agreement; and
- the Contran Deferred Compensation Trust No. 2 dated October 1, 1995 between Contran and a former trustee (the “CDCT No. 2”), which:
  - o was most recently amended and restated under the terms of the trust agreement effective as of January 1, 2004 between Contran and U.S. Bank, as successor trustee; and
  - o provided a source of funds to assist Contran in meeting certain of its obligations under the 1984 Deferred Compensation Agreement.

C. Pursuant to the 2008 Deferred Compensation Agreement, Contran has an obligation to pay Simmons upon the occurrence of certain events (a “Payout Event”) the value of Simmons’s deferred compensation account established by the 2008 Deferred Compensation Agreement, less the value of assets concurrently distributed to him at the time by the trustee of the CDCT.

D. As a result of the January 1, 2006 amendment, restatement, merger and consolidation of the CDCT No. 1 and the CDCT No. 2 into the CDCT, Contran and VHC entered into the Prior Consolidated Valhi Common Stock Pledge Agreement, which agreement amended, restated and consolidated:

- the Pledge Agreement effective as of August 25, 2005 between Contran and VHC whereby VHC pledged 3.5 million shares of Valhi Common Stock to the CDCT No. 1; and
- the Pledge Agreement effective as of August 25, 2005 between Contran and VHC whereby VHC pledged 3.3 million shares of Valhi Common Stock to the CDCT No. 2.

E. In order to further secure certain of Contran's obligations under the 2008 Deferred Compensation Agreement, Contran and VHC subsequently entered into:

- the Prior TIMET Common Stock Pledge Agreement effective April 1, 2007; and
- the Consolidated TIMET Common Stock Pledge Agreement effective July 30, 2008.

F. Effective March 13, 2009, VHC released 1.0 million of the Originally Pledged TIMET Shares pursuant to Consolidated TIMET Common Stock Pledge Agreement. Effective March 16, 2009, the CDCT released 204,498 of such shares to Simmons (based on the closing price of \$4.89 per share of TIMET Common Stock on March 13, 2009). Effective April 15, 2009, the CDCT released 137,174 of such shares to Simmons (based on the closing price of \$7.29 per share of TIMET Common Stock on April 14, 2009). Effective June 15, 2009, the CDCT released 90,661 of the TIMET Shares to Simmons (based on the closing price of \$11.03 per share of TIE on June 12, 2009). Immediately prior to the Effective Date, there are 10,247,680 shares of TIMET Common Stock pledged under the Consolidated TIMET Common Stock Pledge Agreement (the "*TIMET Shares*").

G. As of the Effective Date, Contran and VHC desire to amend, restate and consolidate the Prior Pledge Agreements in order to substitute the pledge of the TIMET Shares with a pledge of shares of Valhi Common Stock of equal fair market value pursuant to Section 5(c) of the CDCT Agreement.

#### **Agreement**

In consideration of the mutual premises, representations and covenants herein contained, the parties hereto mutually agree as follows.

#### **ARTICLE I. AMENDMENT, RESTATEMENT AND CONSOLIDATION**

The Prior Pledge Agreements are hereby amended, restated and consolidated so that the Prior Pledge Agreements are replaced in their entirety by this Agreement.



**ARTICLE II.**  
***SUBSTITUTION OF EQUAL FAIR MARKET VALUE OF SHARES PLEDGED***

The parties agree that the following shall occur as of the Effective Date;

**Section 2.1. *Actions by VHC.***

(a) VHC grants to the CDCT a security interest in 8,457,160 shares of Valhi Common Stock that, as of the Effective Date, are of equal fair market value to the TIMET Shares (the "*Valhi Shares*"), which equal fair market value has been determined as the result, rounded down to the nearest whole share of Valhi Common Stock, of the product of (x) the number of TIMET Shares and (y) the \$9.73 closing price per share of TIMET Common Stock on October 6, 2009, the last day immediately prior to the Effective Date on which such shares traded as reported by the New York Stock Exchange, and (z) divided by the \$11.79 closing price per share of Valhi Common Stock on October 6, 2009, the last day immediately prior to the Effective Date on which such shares traded as reported by the New York Stock Exchange (the "*Valhi Closing Price*"); and

(b) VHC will promptly deliver to the CDCT stock certificates for the Valhi Shares and stock powers related to such certificates duly endorsed in blank, undated and Medallion Signature Guaranteed (all in a form reasonably satisfactory to the Trustee).

**Section 2.2. *Actions by Contran.***

(a) Contran shall promptly pay to the CDCT \$10.02 cash for the fractional interest of the share of Valhi Common Stock not delivered to the CDCT as a result of the rounding down to the nearest whole share pursuant to the formula described in **Section 2.1(a)**, which cash is the amount of such fraction multiplied by the Valhi Closing Price (the "*Fractional Payment*"); and

(b) Contran shall promptly deliver to U.S. Bank as successor trustee of the CDCT a letter substantially in the form of **Exhibit A** attached hereto.

**ARTICLE III.**  
***REPRESENTATIONS AND WARRANTIES OF CONTRAN***

Contran represents and warrants to VHC as of the Effective Date as follows.

**Section 3.1. *Authority.*** It is a corporation validly existing and in good standing under the laws of the state of its incorporation. It has full corporate power and authority, without the consent or approval of any other person, to execute and deliver this Agreement and to consummate the transactions contemplated by this Agreement. All corporate action required to be taken by or on behalf of it to authorize the execution, delivery and performance of this Agreement has been duly and properly taken.

**Section 3.2. *Validity.*** This Agreement is duly executed and delivered by it and constitutes its lawful, valid and binding obligation, enforceable in accordance with its terms. The execution and delivery of this Agreement and the consummation of the transactions contemplated by it are not prohibited by, do not violate or conflict with any provision of, and do not result in a default under (a) its charter or bylaws; (b) any material contract, agreement or other instrument to which it is a party or by which it is bound; (c) any order, writ, injunction, decree or judgment of any court or governmental agency applicable to it; or (d) any law, rule or regulation applicable to it, except in each case for such prohibitions, violations, conflicts or defaults that would not have a material adverse consequence to the transactions contemplated by this Agreement.

**Section 3.3. *Ownership of TIMET Shares.*** The TIMET Shares, when returned to VHC, will be free and clear of all liens, claims and encumbrances created by or through the CDCT.

**ARTICLE IV.  
REPRESENTATIONS AND WARRANTIES OF VHC**

VHC represents and warrants to Contran as of the Effective Date as follows.

**Section 4.1. *Authority.*** It is a corporation validly existing and in good standing under the laws of the state of its incorporation. It has full corporate power and authority, without the consent or approval of any other person, to execute and deliver this Agreement and to consummate the transactions contemplated by this Agreement. All corporate action required to be taken by or on behalf of it to authorize the execution, delivery and performance of this Agreement has been duly and properly taken.

**Section 4.2. *Validity.*** This Agreement is duly executed and delivered by it and constitutes its lawful, valid and binding obligation, enforceable in accordance with its terms. The execution and delivery of this Agreement and the consummation of the transactions contemplated by it are not prohibited by, do not violate or conflict with any provision of, and do not result in a default under (a) its charter or bylaws; (b) any material contract, agreement or other instrument to which it is a party or by which it is bound; (c) any order, writ, injunction, decree or judgment of any court or governmental agency applicable to it; or (d) any law, rule or regulation applicable to it, except in each case for such prohibitions, violations, conflicts or defaults that would not have a material adverse consequence to the transactions contemplated by this Agreement.

**Section 4.3. *Ownership of Valhi Shares.*** The Valhi Shares when delivered to the CDCT will be free and clear of all liens, claims and encumbrances whatsoever, *except* for such liens, claims and encumbrances on the Valhi Shares created by this Agreement.

**ARTICLE V.  
RIGHTS TO THE VALHI SHARES**

**Section 5.1. *The Rights of the CDCT to the Valhi Shares.*** The CDCT may at any time following the occurrence and during the continuation of a Payout Event cause any or all of the Valhi Shares to be transferred of record into the name of the CDCT or its nominee and exercise any and all rights of a secured party holding a security interest in the Valhi Shares under the uniform commercial code.

**Section 5.2. *The Rights of the VHC to the Valhi Shares.*** Prior to the transfer of record of a Valhi Share to the CDCT upon a Payout Event, VHC shall retain all rights to vote the Valhi Share and receive dividends on the Valhi Share.

**ARTICLE VI.  
PLEDGE FEE**

As consideration for pledging the Valhi Shares, Contran shall pay in arrears to VHC on March 31, June 30, September 30 and December 31 of each year (if a business day, and if not, on the next successive business day as if made as of the end of such calendar quarter) a fee equal to 0.125% of the value of the Valhi Shares based on the closing sales price per share for shares of Valhi Common Stock on the second to last day of such calendar quarter on which such shares traded as reported by the New York Stock Exchange or such other principal exchange or other market quotation system on which such shares may then trade. Upon the termination of this Agreement, if the termination date is not as of the end of a calendar quarter, Contran shall pay on the termination date to VHC a pro rated fee based on the portion of the calendar quarter in which the termination occurs that the Valhi Shares were pledged and the closing sales price per share of Valhi Common Stock on the second to last day on which shares of Valhi Common Stock traded prior to the termination date as reported by the New York Stock Exchange or such other principal exchange or other market quotation system on which such shares may then trade.

**ARTICLE VII.  
CONTRAN INDEMNITY TO VHC**

Contran agrees to indemnify VHC against any loss or incremental cost resulting from the pledge of the Valhi Shares to the CDCT under this Agreement or the transfer of the Valhi Shares to the CDCT upon a Payout Event.

**ARTICLE VIII.  
MISCELLANEOUS**

**Section 8.1. *Termination.*** Either party hereto may terminate this Agreement by giving the other party thirty days advance written notice of such termination. In the event of the termination of this Agreement, Contran shall be obligated to either (i) pledge assets of equal fair market value to the Valhi Shares to the CDCT, (ii) contribute assets of equal fair market value to the Valhi Shares to the CDCT, or (iii) effect a combination of the forgoing such that the aggregate fair market value of the assets so pledged and contributed to the CDCT is equal to the fair market value of the Valhi Shares. Upon satisfying the requirements in the previous sentence, the pledge of the Valhi Shares shall terminate and Contran shall cause the CDCT to return to VHC the stock certificates representing the Valhi Shares and the related stock powers that VHC originally tendered to the CDCT under this Agreement.

**Section 8.2. *Applicable Law.*** This Agreement shall be governed by and construed in accordance with the domestic laws of the state of Texas, without giving effect to any choice of law or conflict of law provision or rule (whether of the state of Texas or any other jurisdiction) that would cause the application of the laws of any jurisdiction other than the state of Texas.

Executed as of the Effective Date.

**Contran Corporation**

B y

Swalwell

*Gregory M. Swalwell, Vice President*

**Valhi Holding Company**

: /s/Gregory M.By: /s/Bobby D. O'Brien

*Bobby D. O'Brien, Vice President*



CONTRAN  
CORPORATION  
THE LINCOLN CENTRE  
5430 LEJ FREEWAY  
SUITE 1700  
DALLAS, TEXAS 75240-2697  
972 / 233-1700

October 7, 2009

**William J. Lindquist**  
*Senior Vice President*  
(972) 450-4224

US Bank Institutional Trust & Custody  
555 SW Oak, Sixth Floor  
Portland, Oregon 97204  
Attention: Ms. Sherry Glanville

*Via Email*

**Re:     *Substitution of Equal Fair Market Value of Pledged Shares of Common Stock of Titanium Metals Corporation Held by the Contran Amended and Restated Deferred Compensation Trust for Pledged Shares of Common Stock of Valhi, Inc.***

Ladies and Gentlemen:

Pursuant to Sections 5(a) and (c) of the Contran Amended and Restated Deferred Compensation Trust Agreement dated as of January 1, 2006 between Contran Corporation, a Delaware corporation ("*Contran*"), and U.S. Bank National Association, as successor trustee of the trust, Contran hereby directs that the trustee, upon receipt of stock certificates and related executed stock powers reasonably acceptable by the trustee representing 8,457,160 shares (the "*Valhi Shares*") of the common stock, par value \$0.01 per share, of Valhi, Inc., a Delaware corporation, held by Valhi Holding Company, a Delaware corporation and a subsidiary of Contran, ("*VHC*"), as the fair market value of which was determined and then pledged to the trust pursuant to the terms of the Second Amended, Restated and Consolidated Pledge Agreement of even date herewith (the "*Pledge Agreement*") between the Contran and VHC, along with the receipt by the CDCT of the Fractional Payment (as defined in the Pledge Agreement), that the CDCT promptly:

1.     release any and all right, title and security interest the CDCT may hold in the 10,247,680 shares of common stock, par value \$0.01 per share, of Titanium Metals Corporation previously pledged to the trust (the "*TIMET Shares*"), as the fair market value of which was determined pursuant to the terms of the Pledge Agreement;
2.     reassign any and all rights, title and interest in the TIMET Shares back to VHC; and
3.     return to VHC the stock certificates representing the TIMET Shares and any related stock powers that VHC had tendered to the CDCT regarding such certificates.

If you have any questions, please call Andy Louis at 972.450.4243.

Sincerely,

**Contran Corporation**

By:

*William J. Lindquist, Senior Vice President*

cc: Mr. Bobby D. O'Brien  
J. Mark Hollingsworth, Esq.  
Mr. John A. St. Wrba  
Mr. Gregory M. Swalwell  
Mr. Keith A. Johnson  
A. Andrew R. Louis, Esq.  
Ms. Jean G. Clarrissimeaux

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