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This document consists of 4 pages  
No. 6 of 10 copies, Series A.

APPROPRIATION: 312/30905  
Engineer Service, Army  
1942-1943

CONTRACT NO. W-7405 eng-28

SUPPLEMENTAL AGREEMENT NO. 3

CONTRACTOR:

HOOVER ELECTROCHEMICAL COMPANY

ESTIMATED COST:

(ORIGINAL PLUS PRIOR  
MODIFICATIONS)

(Cumulative Total  
Including this  
Supplement).....

Title I.....\$1,300,900  
Title III..... 20,000  
Title IV..... 30,000  
Title V..... 4,215,200

\$5,595,788

(THIS SUPPLEMENT)..... 29,688

FIXED FEE:

(ORIGINAL PLUS PRIOR  
MODIFICATIONS)

(Cumulative Total  
Including this  
Supplement).....

Title I.....\$ 73,045  
Title V..... 221,570

\$295,415

(THIS SUPPLEMENT)..... 800

SUPPLEMENTAL AGREEMENT FOR:

ADDITIONAL RESEARCH AND EXPERIMENTAL WORK

PAYMENT:

To be paid by Finance Officer, U. S. Army  
at Knoxville, Tennessee.

HOOVER ELECTROCHEMICAL  
COMPANY  
W-7405-Eng-28

The supplies and services to be obtained by this instrument are authorized by, are for the purpose set forth in, and are chargeable to the following allotments, the available balances of which are sufficient to cover the cost of the same:

ENG 31110 P430-08 A-0905-23

This Supplemental Agreement is authorized by First War Powers Act, 1941, and Executive Order No. 9001.

CLASSIFICATION CANCELLED  
OR CHANGED TO  
BY AUTHORITY OF DOC-TRU COPY  
BY [Signature] DATE 6/8/74

[Signature]

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Contract No. W-7405 eng-28

SUPPLEMENTAL AGREEMENT NO. 3

THIS SUPPLEMENTAL AGREEMENT, entered into this 14th day of February 1948, effective as of the 1st day of October 1945; by and between the UNITED STATES OF AMERICA (hereinafter called the "Government") represented by the Contracting Officer executing this agreement, and HOOVER ELECTROCHEMICAL COMPANY (hereinafter called the "Contractor");

WITNESSETH THAT:

WHEREAS, on the 29th day of June 1943, the parties hereto entered into Contract No. W-7405 eng-28, for the design, engineering, construction, equipping and operation of a plant; and

WHEREAS, the Government desires the Contractor to perform certain research and experimental work, as hereinafter provided; and

WHEREAS, this modification is authorized by the First War Powers Act and Executive Order No. 9001 and will facilitate the prosecution of the war;

NOW, THEREFORE, the said contract, as amended, is hereby further amended in the following particulars, but in no others:

1. The existing paragraph under Title IV, Article IV-A, is hereby designated as "Section 1" and the following added as Sections 2 and 3:

"2. The Contractor shall perform the research work necessary to develop a process for the conversion of residues from the first distillation of crude MFL polymer to a viscous oil meeting all specifications for MFL except the viscosity specification. The work hereunder shall be completed on or before 1 January 1946, unless sooner terminated by the Contracting Officer.

"3. The Contractor shall, in accordance with instructions and subject to the approval of the Contracting Officer and with the use and aid of reports and other data in the Contractor's possession and reports and other data furnished by the Government, prepare in form suitable for publication written descriptions of the research results, processes, apparatus and methods developed by or disclosed by the Government to the Contractor in the performance and administration of or in connection with the Contractor's

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HOOVER ELECTROCHEMICAL  
COMPANY  
W-7405-Eng-28

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work under Contracts Nos. W-7405 eng-23, W-7405 eng-75 and W-7405 eng-76. In the performance of the work and services hereunder, the Contractor shall be guided by the Contracting Officer or his authorized representative in the nature of the material and information to be included and/or excluded from the written descriptions of such research results, processes, apparatus and methods, and thereafter such written descriptions so prepared by the Contractor shall be censored, edited and/or revised as shall be deemed necessary by the Contracting Officer. Responsibility for the removal of classification from and publication of the written descriptions so prepared by the Contractor shall be and remain in the Government."

2. Title IV, Article IV-B, is modified by the addition of the following:

"The estimated cost of the work to be performed under Article IV-A, Sections 1, 2 and 3, respectively, is as follows:

Section 1 - \$30,000.00  
Section 2 - 5,328.00  
Section 3 - 10,000.00

It is expressly understood however that neither the Government nor the Contractor guarantees the correctness of these estimates."

3. The following is hereby added as Section 2 of Article IV-C, Title IV:

"2. An allowance for overhead costs not otherwise reimbursable hereunder in an amount equal to 100% of the total wages and salaries reimbursable under Sections 2 and 3 of Article IV-A."

4. The following is hereby added as Section 12 of Article V-A, Title V:

"12. The Contractor shall do all things necessary including work on an experimental scale to produce a viscous oil, grease or wax from the approximately 7,000 pounds of first distillation MFL residues. The oil, grease or wax thus produced should meet all the specifications for MFL except the viscosity specification. The work hereunder shall be completed on or before 1 January 1946, unless sooner terminated by the Contracting Officer."

5. Title V, Article V-B, is modified by the addition of the following:

"The estimated cost for the work described in Section 12 of Article V-A is \$12,200.00, exclusive of the Contractor's fee."

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HOOVER ELECTROCHEMICAL  
COMPANY  
W-7405-Eng-28

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6. The following is added as Section 9 of Article V-C, Title V:

"9. A fixed fee of Eight Hundred Dollars (\$800.00) for services performed under Article V-A, Section 12, which shall constitute complete compensation for such services including profit."

7. The following shall be added as subparagraph 6 to Title VI, Article VI-A, Section 1, paragraph (s):

"6. For the production of viscous MFL, an allowance of \$2,180.00."

8. The total estimated cost of the additional work to be performed under this Supplemental Agreement, exclusive of fixed fees, is \$29,688.00.

IN WITNESS WHEREOF, the parties hereto have executed this agreement as of the day and year first above written.

THE UNITED STATES OF AMERICA

Witnesses:

/s/ Ansley Wilcox 2nd  
Lewiston, N. Y.

/s/ H. A. Keysauer  
Niagara Falls, N. Y.

By /s/ W. E. Kelley

W. E. KELLEY,  
Lt. Col., Corps of Engineers  
Contracting Officer  
HOOKER ELECTROCHEMICAL COMPANY

By /s/ E. R. Bartlett  
President

HOOKER ELECTROCHEMICAL  
COMPANY  
W-7405-Eng-2B

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SUPPLEMENTAL AGREEMENT NO. 7

THIS SUPPLEMENTAL AGREEMENT entered into this 1st day of September 1945, by and between the UNITED STATES OF AMERICA (hereinafter called the "Government"), represented by the Contracting Officer executing this agreement, and HOOVER ELECTROCHEMICAL COMPANY (hereinafter called the "Contractor").

WITNESSETH THAT:

WHEREAS, on the 29th day of June 1943 the parties hereto entered into Contract No. W-7405 eng-28, for design, engineering, construction, equipping and operating work; and

WHEREAS, the Government desires the Contractor to recover P-45Cl<sub>2</sub> from residues produced in the manufacture of P-45Cl; and

WHEREAS, this modification is authorized by the First War Powers Act and Executive Order No. 9001 and will facilitate the prosecution of the war;

NOW, THEREFORE, said contract, as amended, is hereby further amended in the following particulars but in no others;

- 1. The following paragraph is added to Article I-C:

"It is estimated that the cost of the changes and improvements mutually agreed upon in the P-45 plant for the recovery of P-45Cl<sub>2</sub> will be approximately Five Hundred Dollars (\$500.00). It is expressly understood, however, that neither the Government nor the Contractor guarantees the correctness of this estimate. It is estimated that the cost of placing and maintaining the P-45 plant in stand-by condition for the period 1 November 1945 to 30 April 1946 will be approximately Thirty-Four Thousand Four Hundred Dollars (\$34,400.00), which total sum includes the sum of Eight Thousand Four Hundred Dollars (\$8,400.00) as an allowance as set forth in accordance with the provisions of Article I-G, paragraph (h). It is expressly understood, however, that neither the Government nor the Contractor guarantees the correctness of this estimate."

HOOVER ELECTROCHEMICAL COMPANY  
W-7405-Eng-28

- 2. Article I-D- CONSIDERATION, paragraph (c) thereof is modified by substituting the words "Seventy Three Thousand Forty-Five Dollars (\$73,045.00)" instead of the words "Seventy-One Thousand Three Hundred Dollars (\$71,300.00)".

- 3. Article I-G- GOVERNMENT-OWNED FACILITIES, paragraph (h) thereof is deleted and the following substituted in lieu thereof:

"(h) During the period prior to the receipt of such notice, or the expiration of six months after the termination of hostilities with the Axis powers, whichever happens first, the Contractor shall retain such plant and facilities in its plant, and when directed by the Contracting Officer, and subject to the availability of appropriated funds, place and maintain all such plants and facilities in stand-by condition. Upon the presentation of duly certified invoices or vouchers therefor, and after approval of such invoices or vouchers by the Contracting Officer, the Government shall pay to the Contractor all expenses incurred by it as a result of placing and maintaining such special equipment in such stand-by condition, including an allowance and/or allowances to be mutually agreed upon between the Contractor and the Contracting Officer

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to reimburse the Contractor for the actual cost of services and facilities furnished by the Contractor in connection with placing such special equipment in such stand-by condition, which services and facilities are directly chargeable to such work and maintenance, but which cannot be allocated and are in addition to the items as set forth specifically reimbursable hereunder, but such expense shall not include any charge for storage. In the event that the Contracting Officer does not, within said period of duration of hostilities with the Axis powers plus six months, direct the return of said plant and facilities, the Contractor shall have the right to require the Government promptly to remove said facilities in a neat and workmanlike manner, and if the Government shall not so remove, the Contractor may remove the plant and facilities from its land, at the Government's expense, and so notify the Government."

4. The following is added as Section 11 of Article V-A:

"During the period 1 October 1945 to 15 November 1945, the Contractor shall exert its best efforts to rearrange equipment, perform operations and do all things necessary for the recovery of approximately 60,000 pounds of P-45Cl<sub>2</sub> from P-45Cl residues."

5. Article V-B - ESTIMATES is modified by deleting the words "Four Million Two Hundred Seven Thousand Two Hundred Twenty Dollars (\$4,207,220.00)" contained therein and substituting in lieu thereof the words "Four Million Two Hundred Fifteen Thousand Seven Hundred Dollars (\$4,215,700.00)" and by adding the following to said article:

"8. Estimated cost of services to be performed under Article V-A, Section 11 - \$7,980.00."

6. The following is added as Section 8 of Article V-C:

"8. A fixed fee of Five Hundred Forty Dollars (\$540.00) for services performed under Article V-A, Section 11 which shall constitute complete compensation for such services including profit."

7. Article VI-A, Section 1, paragraph (s) is deleted and the following substituted in lieu thereof:

"(s) The following allowances to reimburse the Contractor for the actual cost of other services and facilities furnished by the Contractor in connection with the production of Product 45, MFL, P-45Cl<sub>2</sub>, cracking of MFL residues and P-45Cl hereunder which services and facilities are directly chargeable to such production but which cannot be allocated and are, in addition to the items as set forth, specifically reimbursable hereunder:

1. For the production of Product 45 an allowance of \$6,054.00 per month until the facilities designed to produce a total of 167,500 pounds per month are placed in operation at the direction of the Contracting Officer; thereafter in the amount of \$23,544.00 per month until 1 September 1944; thereafter in the amount of \$11,772.00 per month until 1 April 1945; and in the amount of \$12,685.71 per month during the period 1 April to 1 November 1945. For the first and last months of operation the said allowances shall be pro-rated in accordance with the actual number of days that the plant is operated during such a month.

2. For the production of MFL an allowance of \$5,280.00 per month from 1 October 1944 to 1 July 1945.

HOOVER ELECTROCHEMICAL  
COMPANY  
W-7405-Eng-2B

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3. For the production of P-45C1 an allowance of \$1,440.00 per month from 1 October 1944 to 1 April 1945 and \$500.00 per month from 1 June 1945 to 1 December 1945.

4. For the cracking of MFL residues an allowance of \$2,350.00 per month during the months of April and May 1945.

5. For the production of approximately 60,000 pounds of P-45C12 an allowance of \$1,980.00

The allowances above set forth have been determined by the Contractor to be representative of the Contractor's average cost for the items and services covered by the allowances applicable to the performance under this contract and have been approved by the Contracting Officer. The cost of the services and facilities covered by this allowance is not otherwise reimbursed to the Contractor under this Article VI-A."

8. Article VII-T - MEANING OF CODE SYMBOLS. The code symbol P-45C12 is inserted after the code symbol MFL.

9. The total estimated cost of the additional work to be performed under this supplemental agreement, exclusive of fixed fees, is Forty Two Thousand Eight Hundred Eighty Dollars (\$42,880.00).

IN WITNESS WHEREOF, the parties hereto have executed this agreement as of the day and year first above written.

HOOPER ELECTROCHEMICAL  
COMPANY  
W-7405-Eng-2B

THE UNITED STATES OF AMERICA

By /s/ W. E. Kelley

W. E. KELLEY,  
Lt. Col., Corps of Engineers  
Contracting Officer

WITNESSES:

HOOKER ELECTROCHEMICAL COMPANY

/s/ Ansley Wilcox 2nd

By /s/ E. R. Bartlett

Lewiston, N. Y.

President.

/s/ H. A. Keysauer

Niagara Falls, N. Y.

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Contract No. W-7405 eng-28

~~This document contains information affecting the national defense of the United States within the meaning of the Espionage Act, 50 U.S.C. 31 and 32. Its transmission or the revelation of its contents in any manner to an unauthorized person is prohibited by law.~~

SUPPLEMENTAL AGREEMENT No. 6

THIS SUPPLEMENTAL AGREEMENT entered into this 18th day of June 1945, effective as of the 1st day of January 1945, by and between the UNITED STATES OF AMERICA (hereinafter called the "Government"), represented by the Contracting Officer executing this agreement, and HOOKER ELECTROCHEMICAL COMPANY (hereinafter called the "Contractor"),

WITNESSETH THAT:

WHEREAS, on the 29th day of June 1943 the parties hereto entered into Contract No. W-7405 eng-28, for design, engineering, construction, equipping and operating work; and

WHEREAS, the Government desires the Contractor to decrease the quantity of MFL to be furnished, furnish MFI and additional quantities of Product 45 and P-45C1 and also crack certain residues to produce additional MFL; and

WHEREAS, this modification is authorized by the First War Powers Act and Executive Order No. 9001 and will facilitate the prosecution of the war;

NOW, THEREFORE, said contract, as amended, is hereby further amended in the following particulars but in no others:

1. The following is inserted as Section 3, of Article I-B:

"3. From time to time the Contractor shall make such changes or improvements as may be mutually agreed upon in the plant or facilities erected or installed under the terms of this contract."

2. The following paragraph is added to Article I-C:

"It is estimated that the cost of the changes and improvements mutually agreed upon in the Product 45 plant will be approximately Fifteen Thousand Dollars (\$15,000.00) and the cost of the changes and improvements mutually agreed upon in the P-45C1 plant will be approximately Eleven Thousand Dollars (\$11,000.00). It is expressly understood, however, that neither the Government nor the Contractor guarantees the correctness of either of these estimates."

3. Article I-D - CONSIDERATION, paragraph (c) thereof is modified by substituting the words "Seventy One Thousand Three Hundred Dollars (\$71,300.00)" instead of the words "Seventy Thousand Dollars (\$70,000.00)".

4. Article V-A, Section 2, paragraph (a) is deleted, and the following inserted in lieu thereof:

"(a) Operate the operating plant for the production and furnishing to the Government of 2,730,000 pounds of Product 45 at the rate set forth in

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*A. C. Johnson*

APPROVED: /s/ A. Tammaro

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Lt. Col. Corps of Engineers

DATE: 4 Sept. 1945

HOOKER ELECTROCHEMICAL COMPANY  
W-7405-Eng-28



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Article I-A, Section (a), paragraph 1 hereof until 1 April 1945, and, thereafter at the approximate rates set forth in the following schedule:

May 1945	40,000 lbs.
June 1945	110,000 lbs.
July 1945	165,000 lbs.
Aug. 1945	185,000 lbs.
Sept. 1945	185,000 lbs.
Oct. 1945	185,000 lbs.
	<u>870,000 lbs.</u>

5. Article V-A, Section 9, is deleted and the following inserted in lieu thereof:

"9. A. The Contractor shall operate, under the subject contract, the existing MFL plant formerly operated on a pilot plant scale under Contract No. W-7405 eng-75, making such changes therein as may be found desirable during the period 1 October 1944 to 30 June 1945, to produce approximately 16,440 pounds of MFL at the approximate rate set forth in the following schedule:

Oct. 1944	1,700 lbs.
Nov. 1944	1,700 lbs.
Dec. 1944	1,700 lbs.
Jan. 1945	930 lbs.
Feb. 1945	1,060 lbs.
Mar. 1945	1,700 lbs.
April 1945	2,550 lbs.
May 1945	2,550 lbs.
June 1945	2,550 lbs.
	<u>16,440 lbs.</u>

HOOPER ELECTROCHEMICAL  
COMPANY  
W-7405-Eng-2B

B. The Contractor shall operate said plant to produce approximately 565 pounds of MFL at the approximate rates of 309 pounds during the month of February 1945 and 256 pounds during the month of March 1945.

C. The Contractor shall do all things necessary for the cracking of approximately 9,800 pounds of MFL residues to produce additional MFL.

6. Article V-A, Section 10 is deleted and the following inserted in lieu thereof:

"10. During the period of operations under this contract prior to June 1945, the Contractor shall exert its best efforts to rearrange equipment, perform operations, and do all things necessary for the recovery of P-45C1 from the Product 45 residues produced in the manufacture of 1,860,000 pounds of Product 45 hereunder. During the period June 1945 to November 1945, inclusive, the Contractor shall do all things necessary for the recovery of P-45C1 from the Product 45 residues produced in the manufacture of 870,000 pounds of Product 45 hereunder.

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7. Article V-B - Estimates is deleted and the following inserted in lieu thereof:

"Article: V-B - ESTIMATES

It is estimated that the cost of the work under this Title V, as amended, will be approximately Four Million Two Hundred Seven Thousand Two Hundred Twenty Dollars (\$4,207,220.00) exclusive of Contractor's fee. The items composing this estimated cost are as follows:

1. Estimated cost under original contract - \$2,154,600.00
2. Estimated cost of additional 240,000 pounds of Product 45 to be furnished under Article V-A, Section 2, paragraph A, \$264,000.00
3. Estimated cost of additional 870,000 pounds of Product 45 to be furnished under Article V-A, Section 2, paragraph A, as amended, \$1,013,550.00, based on an estimated cost of \$1.165 per pound.
4. Estimated cost of services to be performed under Article V-A, Section 2, paragraph B - \$28,400.00.
5. Estimated cost of services to be performed under Article V-A, Section 9, paragraph A and B - \$639,670.00.
6. Estimated cost of services to be performed under Article V-A, Section 9, paragraph C - \$52,100.00
7. Estimated cost of services to be performed under Article V-A, Section 10 - \$36,000.00 until 1 June 1945 and \$18,900.00 during the period June to November 1945 inclusive.

HOOPER ELECTROCHEMICAL  
COMPANY  
W-7705-Eng-28

It is expressly understood and agreed, however, that neither the Government nor the Contractor guarantees the correctness of this estimate."

8. Article V-C is modified as follows:

1. Section 4 is deleted and the following inserted in lieu thereof:

"4. A fixed fee of \$36,150.00 for the work to be performed under Sections 9 A and 9 B. The fixed fee so provided shall constitute complete compensation for the Contractor's services under Sections 9 A and 9 B under Article V-A, including profit."

2. Section 5 is deleted and the following inserted in lieu thereof:

"5. A fixed fee of \$18,000.00 for the additional quantity of 240,000 pounds of Product 45 required by Article V-A, Section 2, paragraph (a) during the period prior to 1 May 1945 and a fixed fee of Fifty Two Thousand Dollars (\$52,000.00) for the additional quantity of 870,000 pounds of Product 45 required by Article V-A, Section 2, paragraph (a), during the period May to October 1945 inclusive, which shall constitute complete compensation for such services including profit."

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3. Section 6 is deleted and the following inserted in lieu thereof:

"6. A fixed fee of \$2,400.00 for services performed under Article V-A, Section 10, during the period prior to June 1945; and a fixed fee of \$1,250.00 for services performed under Article V-A, Section 10, during the period June to November 1945 inclusive, which shall constitute complete compensation for such services including profit."

4. The following is added as Section 7, of Article V-C:

"7. A fixed fee of \$3,500.00 for services performed under Article V-A, Section 9 (c) which shall constitute complete compensation for such services including profit."

9. Article VI-A, Section 1, paragraph (s) is deleted and the following inserted in lieu thereof:

"(s) The following allowances to reimburse the Contractor for the actual cost of other services and facilities furnished by the Contractor in connection with the production of Product 45, MFL, cracking of MFL residues and P-45C1 hereunder which services and facilities are directly chargeable to such production but which cannot be allocated and are, in addition to the items as set forth, specifically reimbursable hereunder:

1. For the production of Product 45 an allowance of \$6,054.00 per month until the facilities designed to produce a total of 167,500 pounds per month are placed in operation at the direction of the Contracting Officer; thereafter in the amount of \$23,544.00 per month until 1 September 1944; thereafter in the amount of \$11,772.00 per month until 1 April 1945; and in the amount of \$12,685.71 per month during the period 1 April to 1 November 1945. For the first and last months of operation the said allowances shall be pro-rated in accordance with the actual number of days that the plant is operated during such a month.

2. For the production of MFL an allowance of \$5,280.00 per month from 1 October 1944 to 1 July 1945.

3. For the production of P-45C1 an allowance of \$1,440.00 per month from 1 October 1944 to 1 April 1945 and \$500.00 per month from 1 June to 1 December 1945.

4. For the cracking of MFL residues an allowance of \$2,350.00 per month during the months of April and May, 1945.

The allowances above set forth have been determined by the Contractor to be representative of the Contractor's average cost for the items and services covered by the allowances applicable to the performance under this contract and have been approved by the Contracting Officer. The cost of the services and facilities covered by this allowance is not otherwise reimbursed to the Contractor under this Article VI-A."

HOOPER ELECTROCHEMICAL  
COMPANY  
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10. Article VI-B, Section 3 and 5 are deleted and the following inserted in lieu thereof:

"3. Payment of the Fixed Fees

Ninety (90%) per cent of the fixed fees set forth in Article I-D and V-C for services to be performed under the several articles in Titles I and V shall be paid as they accrue in monthly installments based upon the percentage of the completion of the work to be performed under each such article as determined from estimates submitted to and approved by the Contracting Officer. If the contract is terminated by the Government, payment shall be made in accordance with Article VI-D. The balance of the fixed fees set forth in Articles I-D and V-C shall be paid as provided in Section 5 hereof, provided, however, that no portion of the fee for the work to be performed under any article of this contract shall be withheld pending the completion of the work called for under any other article, nor shall any portion of the fee for the work originally called for under the original contract or any prior supplement thereto be withheld pending the completion of the additional work called for under this supplement.

5. Final Payment

Upon completion of the work to be performed under each of the several articles of Titles I and V and its final acceptance with regard to quality by the Contracting Officer, the Government shall pay to the Contractor the unpaid balance of the cost of the work determined under each of said several articles and of the fee payable with respect to such article less any sum that may be necessary to settle any unsettled claims with respect to this contract or any claim that the Government may have against the Contractor. The Contracting Officer shall accept the completed work with reasonable promptness. Prior to final payment and as condition thereto, the Contractor shall furnish the Government with a release of all claims against the Government arising under and by virtue of such article with respect to which final payment is made other than such claims, if any, as are specifically excepted by the Contractor from the operation of the release in stated amounts to be set forth therein."

11. Article VII-T - Meaning of Code Symbols. The phrase "MFL and P-45C1" is deleted and the phrase "MFL, P-45C1 and MFI" is inserted in lieu thereof.

12. The following is added as Article VII-X - Identification and Timely Placement of Subcontracts.

"Article VII-X - Identification and Timely Placement of Subcontracts

The Contractor shall place all subcontracts, purchase orders and collateral agreements for materials and components (including "B" products, as defined in the Controlled Materials Plant, and other items normally taken direct from suppliers' stocks) required for the performance of this contract as promptly as possible, and shall schedule deliveries thereof so as to enable it to adhere to, but not unreasonably anticipate, the schedule of

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COMPANY  
W-7405-Eng-2B

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deliveries or completion date set forth in the contract. Each such subcontract, purchase order or collateral agreement shall refer to the contract number of this contract and shall expressly provide that the subcontractor or vendor shall place all its subcontracts, purchase orders and collateral agreements as promptly as possible, that the subcontractor or vendor shall adhere to and shall not unreasonably anticipate the schedule of deliveries or completion date set forth therein and that all subcontracts, purchase orders and collateral agreements placed by its immediate and mediate subcontractors and vendors shall contain like provisions, and refer to the contract number of this prime contract."

13. The total estimated cost of the work added by this supplemental agreement, exclusive of fixed fees, is One Million One Hundred Ten Thousand Five Hundred Fifty Dollars (\$1,110,550.00).

IN WITNESS WHEREOF, the parties hereto have executed this agreement as of the day and year first above written.

THE UNITED STATES OF AMERICA

By /s/ W. E. Kelley

W. E. KELLEY,  
Major, Corps of Engineers  
Contracting Officer

HOOKER ELECTROCHEMICAL COMPANY

By /s/ E. R. Bartlett  
President

WITNESSES:

/s/ Ansley Wilcox 2nd

Lewiston, N.Y.

/s/ H. A. Keysauer

Niagara Falls, N.Y.

HOOKER ELECTROCHEMICAL  
COMPANY  
W-7405-Eng-2B

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The transmission of information affecting the national defense within the meaning of the Espionage Act, 50 U.S.C. 31 and 32. Its transmission or the revelation of its contents in any manner to an unauthorized person is prohibited by law

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SUPPLEMENTAL AGREEMENT No. 5

THIS SUPPLEMENTAL AGREEMENT, entered into this 3rd day of February 1945, effective as of the 1st day of September 1944, by and between THE UNITED STATES OF AMERICA (hereinafter called the "Government"), represented by the Contracting Officer executing this Agreement, and HOOKER ELECTROCHEMICAL COMPANY (hereinafter called the "Contractor"),

WITNESSETH THAT:

WHEREAS, on the 29th day of June 1943, the parties hereto entered into Contract No. W-7405 eng-28 for designing, engineering, constructing, equipping and operating work; and

WHEREAS, the Government desires the Contractor to furnish additional quantities of MFL; and

WHEREAS, this modification is authorized by the First War Powers Act and Executive Order No. 9001 and will facilitate the prosecution of the war;

NOW, THEREFORE, the said contract, as heretofore amended, is hereby further amended in the following particulars, but in no others:

1. ARTICLE V-A, Section 2, paragraph C, is deleted and the following inserted in lieu thereof:

"C. With respect to each of the products produced under this contract the term of this contract shall end upon completion of production of the quantities called for at approximately the rates specified."

2. ARTICLE V-A, Section 9, is deleted, and the following inserted in lieu thereof:

"9. The Contractor shall operate, under the subject <sup>WEK ERB</sup> contract, the existing MFL plant formerly operated on a pilot plant ~~under~~ under Contract No. W-7405 eng-75, making such changes therein with the approval of the Contracting Officer as may be found desirable during the period 1 October 1944 to 30 June 1945 to produce approximately 17,850 pounds of MFL at the approximate rate of 1,700 pounds per month during the months of October 1944 to March 1945 inclusive and at the approximate rate of 2,550 pounds per month during the months of April, May and June 1945."

3. ARTICLE V-B - ESTIMATES is deleted and the following inserted in lieu thereof:

"It is estimated that the cost of the work under this Title V, as amended, will be approximately \$3,122,670.00 exclusive of the Contractor's fee. The items composing this estimated cost are as follows:

- 1. Estimated cost under original contract - \$2,154,600.00
- 2. Estimated cost of additional 240,000 pounds of Product 45 to be furnished under ARTICLE V-A, Section 2, paragraph A - \$264,000.00.
- 3. Estimated cost of services to be performed under ARTICLE V-A, Section 2, paragraph B - \$28,400.00.

HOOVER ELECTROCHEMICAL COMPANY  
W-7405-Eng-28

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*A.C. Hubbard*

*W.F. Kelley*

- 4. Estimated cost of services to be performed under ARTICLE V-A, Section 9 - \$533,670.00.
- 5. Estimated cost of services to be performed under ARTICLE V-A, Section 10 - \$36,000.00.

It is expressly understood and agreed, however, that neither the Government nor the Contractor guarantees the correctness of this estimate."

4. ARTICLE V-C, Section 4, is modified by deleting the words "\$23,000.00" and inserting in lieu thereof the words "\$36,150.00".

5. ARTICLE VI-A, Section 1, paragraph (s) (2), is deleted and the following inserted in lieu thereof:

"(2) For the production of MFL an allowance of \$5,230.00 per month from 1 October 1944 to 1 July 1945."

6. ARTICLE VI-B, paragraph 3, (b), is deleted and the following is substituted in lieu thereof:

"(b) The fixed fee set forth in ARTICLE V-C, Section 4, for the work to be performed under Section 9 of ARTICLE V-A shall be payable in installments as follows: \$5,750.00 on 15 November 1944, 15 January 1945, 15 March 1945, and 15 April 1945, and \$4,380.00 on 30 April 1945, 31 May 1945, and the balance of \$4,390.00 on completion of the production by the Contractor of the quantity set forth in Section 9 of ARTICLE V-A and acceptance of such material by the Government with regard to the quality of such material."

7. The estimated cost of the <sup>additional WEK ERB</sup> work to be performed and/or services to be furnished under this supplemental agreement is \$276,140.00.

IN WITNESS WHEREOF, the parties hereto have executed this Agreement as of the day and year first above written.

THE UNITED STATES OF AMERICA

By /s/ W. F. Kelley  
Major, Corps of Engineers  
Contracting Officer

HOOVER ELECTROCHEMICAL COMPANY

By /s/ E. R. Bartlett  
Executive Vice President

Witnesses:

/s/ Ansley Wilcox 2nd  
Lewiston, N.Y.

/s/ Arthur A. Levin  
261 5th Avenue, N.Y., N.Y.

*W.F. Kelley*

HOOVER ELECTROCHEMICAL COMPANY  
W-7405-Eng-2B

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Contract No. W-7405 eng-23

SUPPLEMENTAL AGREEMENT NO. 4

THIS SUPPLEMENTAL AGREEMENT, entered into this 1st day of November 1944, effective as of the 1st day of September 1944, and between THE UNITED STATES OF AMERICA (hereinafter called the "Government"), represented by the Contracting Officer executing this Agreement, and HOOKER ELECTROCHEMICAL COMPANY (hereinafter called the "Contractor"),

WITNESSETH THAT:

WHEREAS, on the 29th day of June 1943, the parties hereto entered into Contract No. W-7405 eng-23 for designing, engineering, constructing, equipping and operating work; and

WHEREAS, it is found advantageous and in the best interests of the Government to modify said contract to increase the amounts to be produced, reduce the rate of production thereunder, extend time of completion and make certain other changes in order to facilitate the prosecution of the war;

NOW, THEREFORE, the said contract, as heretofore amended, is hereby modified in the following particulars, but in no others:

1. ARTICLE I-A, Section A, paragraph 1, is deleted and the following inserted in lieu thereof:

"1. Operating plant for the manufacture and furnishing to the Government 1,360,000 pounds of Product 45 by approximately 1 April 1945 to be produced at the approximate rates of 40,000 pounds per month from 1 August 1943 to 1 March 1944; 167,500 pounds per month from 1 March 1944 to 1 September 1944, and thereafter at the rate of 30,000 pounds per month from 1 September 1944 to 1 April 1945."

2. ARTICLE I-C - Estimates is amended by deleting the last sentence and inserting the following in lieu thereof:

"It is expressly understood, however, that neither the Government nor the Contractor guarantees the correctness of these estimates and it is recognized that the actual cost of the work to be performed under ARTICLE I-A, Section A, paragraphs 1 and 2 has exceeded the estimated cost by a total of \$295,000.00

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which amount will be reimbursed to the Contractor under the provisions of ARTICLE I-D but which shall not form the basis of any increase in the fixed fee provided in ARTICLE I-D, paragraph c."

3. ARTICLE V-A, Section 2, paragraph A is deleted and the following inserted in lieu thereof:

"A. Operate the operating plant for the production and furnishing to the Government of 1,860,000 pounds of Product 45 at the rate set forth in ARTICLE I-A, Section A, paragraph 1 hereof."

4. ARTICLE V-A, Section 2, paragraph C is deleted and the following inserted in lieu thereof:

"C. The term of this contract shall end 1 April 1945, or at such later date as is mutually agreed upon between the Contractor and the Contracting Officer."

5. The following is added as Section 9 of ARTICLE V-A:

"9. The Contractor shall operate under the subject contract the existing MPL plant formerly operated on a pilot plant scale under Contract No. W-7408 eng-75, making such changes therein with the approval of the Contracting Officer as may be found desirable during the period 1 October 1944 to 1 April 1945, to produce approximately 10,200 pounds of MPL at the approximate rate of 1,700 pounds per month."

6. The following is added as Section 10 of ARTICLE V-A:

"10. During the period of operations under this contract the Contractor shall exert its best efforts to rearrange equipment, perform operations, and do all other things necessary for the recovery of P45CL from the Product 45 residues produced in the manufacture of 1,860,000 pounds of Product 45 hereunder."

7. ARTICLE V-B - Estimates is deleted and the following inserted in lieu thereof:

"It is estimated that the cost of the work under this Title V, as amended, will be approximately \$2,859,680.00, exclusive of the Contractor's fee. The items composing this estimated cost are as follows:

1. Estimated cost under original contract - \$2,164,600.00.
2. Estimated cost of additional 240,000 pounds of Product 45 to be furnished under ARTICLE V-A, Section 2, paragraph A - \$264,000.00.

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COMPANY  
W-7405-Eng-2B

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- 3. Estimated cost of services to be performed under ARTICLE V-A, Section 2, paragraph B - \$28,400.00.
- 4. Estimated cost of services to be performed under ARTICLE V-A, Section 3 - \$376,680.00.
- 5. Estimated cost of services to be performed under ARTICLE V-A, Section 10 - \$36,000.00.

It is expressly understood and agreed, however, that neither the Government nor the Contractor guarantees the correctness of this estimate."

3. The following are added as Section 4, 5, and 6 of ARTICLE V-C - Consideration:

"4. A fixed fee of \$23,000.00 for the work to be performed under Section 2 of ARTICLE V-A. The fixed fee so provided shall constitute complete compensation for the Contractor's services under Section 2 of ARTICLE V-A, including profit."

"5. A fixed fee of \$18,000.00 for the additional quantity of 240,000 pounds of Product 45 required by ARTICLE V-A, Section 2, paragraph A, as amended which shall constitute complete compensation for such services, including profit."

"6. A fixed fee of \$2,400.00 for services performed under ARTICLE V-A, Section 10, which shall constitute complete compensation for such services, including profit."

8. ARTICLE VI-A, Section 1, paragraph (s) is deleted and the following inserted in lieu thereof:

"(s) The following allowances to reimburse the Contractor for the actual cost of other services and facilities furnished by the Contractor in connection with the production of Product 45, PFL and Product P45CL hereunder, which services and facilities are directly chargeable to such production, but which cannot be allocated and are in addition to the items as set forth specifically reimbursable hereunder.

(1) For the production of Product 45, an allowance of \$8,054.00 per month until the facilities designed to produce a total of 167,500 pounds per month are placed in operation at the direction of the Contracting Officer; thereafter in the amount of \$23,544.00 per month until 1 September 1944 and thereafter in the amount of \$11,772.00 per month until the completion of the work to be performed under the contract. For the first and last months of operation, the said allowance shall be prorated in accordance with the actual number of days the plant is operated during such month.

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(2) For the production of VPL an allowance of \$5,230.00 per month from 1 October 1944 to 1 April 1945.

(3) For the production of P45CL an allowance of \$1,440.00 per month from 1 October 1944 to 1 April 1945.

The allowances above set forth have been determined by the Contractor to be representative of the Contractor's average costs for the items and services covered by the allowances applicable to the performance under this contract and have been approved by the Contracting Officer. The cost of the services and facilities covered by this allowance is not otherwise reimbursed to the Contractor under this ARTICLE VI-A."

10. ARTICLE VI-B (3) is deleted and the following inserted in lieu thereof:

"3 (a) Payment of the Fixed Fees. Ninety percent (90%) of the fixed fee set out in ARTICLE I-D, Section (c) and ARTICLE V-C, Sections 2 and 3, shall be paid as it accrues in monthly installments based upon the percentage of the completion of the work as determined from estimates submitted to and approved by the Contracting Officer. Final payment upon completion of the work and its final acceptance shall be made in accordance with Section 5. If the contract is terminated by the Government, payment shall be made in accordance with ARTICLE VI-D. No portion of the fee set forth in ARTICLE V-C, Section 2, shall be withheld pending completion of the additional quantity of Product 45, for which a separate fee is provided by ARTICLE V-C, Section 5."

(b) The fixed fee set forth in ARTICLE V-C, Section 4, for the work to be performed under Section 9 of ARTICLE V-A shall be payable in equal installments on 15 November 1944, 15 January 1945, 15 March 1945 and the balance upon the completion of the production by the Contractor of the quantity set forth in Section 9 of ARTICLE V-A and acceptance of such material by the Government with regard to the quality of such material."

(c) The fixed fee set forth in ARTICLE V-C, Section 3, for the work to be performed under Section 10 of ARTICLE V-A, shall be payable in equal installments on 15 November 1944, 15 December 1944, 15 January 1945, 15 February 1945, 15 March 1945, and the balance upon completion of the production by the Contractor of the quantity set forth in Section 10 of ARTICLE V-A and acceptance of such material by the Government with regard to the quality of such material."

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COMPANY  
W-7405-Eng-2B

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11. ARTICLE VII-T- Meaning of Code Symbols is deleted and the following inserted in lieu thereof:

"It is understood and agreed that the meaning of code symbol Product 45 and the specifications thereto, code name L- H, C-2 slat, C-2 concentrates, MPL and P45CL shall be as set forth in a secret letter from the Government to the Contractor dated 4 January 1943, as amended, agreed to and accepted by the Contractor, a copy of which is on file in the Manhattan District Office. The contents of said letter are hereby made a part of this contract in the same manner as though fully set forth herein."

IN WITNESS WHEREOF, the parties hereto have executed this Agreement as of the day and year first above written.

THE UNITED STATES OF AMERICA

By /s/ W. G. Akeley

**WILLIAM G. AKELEY**  
Captain, Corps of Engineers  
Contracting Officer

HOOKER ELECTROCHEMICAL COMPANY

Witnesses:

/s/ Ansley Wilcox 2nd

Lewiston, N.Y.

/s/ H. A. Keysauer

Niagara Falls, N.Y.

By /s/ E. R. Bartlett  
Executive Vice President

HOOKER ELECTROCHEMICAL  
COMPANY  
W-7405-Eng-2B

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This document contains information affecting the national defense of the United States within the meaning of the Espionage Act, 50 U.S.C. 31 and 32. Its transmission or the revelation of its contents in any manner to an unauthorized person is prohibited by law.

SUPPLEMENTAL AGREEMENT NO. 3

This Supplemental Agreement entered into this 26th day of July 1944, effective as of the 1st day of April, 1944, by and between THE UNITED STATES OF AMERICA (hereinafter called the "Government"), represented by the Contracting Officer executing this agreement, and HOOVER ELECTROCHEMICAL COMPANY (hereinafter called the "Contractor"),

WITNESSETH THAT:

WHEREAS, on the 27th day of June 1943, the parties hereto entered into Contract No. W-7405 eng-28 for design, engineering, construction, equipping and operating work; and

WHEREAS, it is found advantageous and in the best interests of the United States to modify said contract to facilitate the prosecution of the War;

NOW, THEREFORE, the said contract, as amended, is hereby modified in the following particulars, but in no others:

1. ARTICLE I-A - Description of Plant is deleted and the following substituted in lieu thereof:

PARTICLE I-A - Description of Plant

1. The project (hereinafter collectively referred to, exclusive of the plant site, as the "Plant") shall consist of a plant at or near Niagara Falls, New York to be made available by the Contractor for the manufacture of Product 45 (hereinafter called the "operating plant") and a plant for the concentration of the R content of C-2 slag (hereinafter called the "recovery plant") as follows:

1. Operating plant for the manufacture and furnishing to the Government 1,620,000 pounds of Product 45 on or before November 1, 1944, to be produced at the rate of 40,000 pounds per month from August 1, 1943 to March 1, 1944, and thereafter at the rate of 167,500 pounds per month from March 1, 1944 to November 1, 1944.

2. Recovery plant for the concentration of the R content of C-2 slag by screening and/or by use of waste HCl from the operating plant and of sufficient capacity to permit utilization of all of the waste HCl available from the date of completion of said recovery plant until such time as waste HCl is no longer available from the manufacture of Product 45 hereunder.

3. Said plant shall consist of all necessary production buildings, laboratories, raw material and finished product storage, sections to Contractor's water, steam, gas and electric supplies, outside lines for chemicling, and all additional temporary structures including utilities and

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appurtenances therefor, adequate guard and fire fighting facilities and other facilities equipment necessary for a plant of the capacity aforesaid (but not including the plant site and not including any facilities owned by the Contractor); Provided, however, that no portion of said plant shall consist of a permanent type of construction unless specifically authorized in advance by the Secretary of War; and Provided, further, that nothing herein shall prevent the use of a type of construction sufficiently substantial for the use intended, in the judgment of the Contracting Officer, as evidenced by his approval of the plans and specifications."

2. ARTICLE I-C - Estimates is deleted and the following substituted in lieu thereof:

"ARTICLE I-C - Estimates

It is estimated that the total cost of the work covered by Title I of this contract will be approximately \$1,200,000.00 for the work to be performed under Article I-A, section A, paragraph 1, and \$40,000.00 for the work to be performed under Article I-A, section A, paragraph 2, and that the work herein contracted for will be ready for utilization as follows:

1. The work set forth in Article I-A, section A, paragraph 1. in accordance with the dates set forth therein.

2. The work set forth in Article I-A, section A, paragraph 2. 15 July 1944.

It is expressly understood, however, that neither the Government nor the Contractor guarantees the correctness of either of these estimates."

3. ARTICLE I-D - Consideration paragraph (c) is modified by substituting the words "Seventy Thousand Dollars (\$70,000.00)" in place and stead of the words "Sixty-Eight Thousand Dollars (\$68,000.00)."

4. ARTICLE V-A - Statement of Work is modified by deleting paragraphs 2., 3., 4. and 7. thereof and substituting in lieu thereof the following:

"2. When the plant is ready for operation in whole or in part, the Contractor shall so notify the Contracting Officer in writing and shall thereupon proceed to:

A. Operate the operating plant for the production and furnishing to the Government of 1,200,000 pounds of Product 45 at the rate set forth in Article I-A, section A, paragraph 1 hereof.

B. Operate the recovery plant for the concentration of the H content of C-2 slag to be furnished to the Contractor by the Government, by screening and/or by use of waste HCl made available from the work to be performed under subparagraph A. herein.

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COMPANY  
W-7405-Eng-28

C. The term of this contract shall end November 1, 1944, or at such later date as the full amount of 1,620,000 pounds of Product 45 shall have been delivered.

If, during this period, the operating plant can produce materials at a rate greater than that set forth in Article I-A, section A, paragraph 1. hereof, the Government shall have the right to require the Contractor to produce any amounts of the required materials it may desire within the then capacity of the plant."

"3. Product 45 shall be manufactured so as to comply with the specifications furnished by the Contracting Officer to the Contractor, and copies of which, identified by the signatures of the parties thereon, are on file in the Manhattan District Office. The Contractor shall exert its best efforts to avoid loss of any of the H content of the C-2 slag, but does not guarantee its ability to do so.

"4. The Contractor shall exert its best efforts to make deliveries of Product 45 and C-2 concentrates f.o.b. the plant, at the designed capacity of the plant set forth in Article I-A hereof."

"7. The Contractor shall accept, handle and store, within the storage capacity of the plant, not immediately necessary for use in connection with the operation of the plant, such materials used in connection with the production of Product 45 and in the concentration of H content of C-2 slag, as it may be directed from time to time by the Contracting Officer; Provided, that the Government shall remove or cause to be removed, any materials so stored whenever the storage capacity so utilized becomes necessary to the operation of the plant."

5. ARTICLE V-B - Estimates is modified by deleting the words "Two Million, One Hundred Fifty-four Thousand Six Hundred Dollars (\$2,154,600.00)" and substituting in lieu thereof the words "Two Million One Hundred Sixty-four Thousand Dollars (\$2,164,000.00)".

6. ARTICLE V-C - Consideration is amended by adding thereto a new paragraph 3 as follows:

"3. The cost of operation of the recovery plant shall not be included in the cost of production of Product 45 for the purpose of determining the fixed fees in the manner provided in paragraph 2. of this Article.

7. ARTICLE VII-T - Meaning of Code Symbols is deleted and the following inserted in lieu thereof:

"ARTICLE VII-T - Meaning of Code Symbols

It is understood and agreed that the meaning of code symbols Product 45, and the specifications thereto, and the meaning of code symbols H, C-2 slag and C-2 concentrates shall be as set forth in a secret letter from the Government to the Contractor dated January 4, 1943, as amended, agreed to and accepted by the Contractor, a copy of which is on file in the Manhattan District Office. The contents of said letter are hereby made a part of this contract in the same manner as though fully set forth herein."

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HOOPER ELECTROCHEMICAL  
COMPANY  
W-7405-Eng-28

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IN WITNESS WHEREOF, the parties hereto have executed this agreement  
as of the day and year first above written.

THE UNITED STATES OF AMERICA

BY /s/ E. A. Brinkman  
E. A. Brinkman  
Major, Corps of Engineers  
Contracting Officer  
HOOPER ELECTROCHEMICAL COMPANY

BY /s/ E. M. Bartlett  
Title Executive Vice President  
Niagara Falls, New York

Witnesses:

/s/ Ansley Wilcox 2nd  
Lewiston, N. Y.

/s/ H. A. Keysauer  
Niagra Falls, N. Y.

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