

~~CONFIDENTIAL~~

A TRUE COPY

W. J. ...
7/31/56

Subcontract No. S-290

Contract No. ...

Associated Iron & Steel Co. Inc.,
3000 Lorain Highway
Lardon, Ohio

Subcontract for

Machining and related services

Report to ...

National Iron Company of Ohio
P. O. Box 195
E. Health Station
Cincinnati 31, Ohio

Classification Cancelled

Or Changed to
By Authority Of Doc
By Ted Davis Date 8-28-85

~~RESTRICTED DATA~~

This document contains restricted data as defined in the Atomic Energy Act of 1954. Its transmission or the disclosure of its contents in any manner to an unauthorized person is prohibited.

~~CONFIDENTIAL~~

~~CONFIDENTIAL~~

Subcontract No. S-200

THIS SUBCONTRACT, entered into this 30th day of May, 1956, effective as of the 15 day of April, 1956, by and between the National Lead Company of Ohio, a corporation organized and existing under the laws of the State of Ohio, with offices at Fernald, Ohio, and mailing address at P. O. Box 158, Mt. Healthy Station, Cincinnati 31, Ohio, (hereinafter referred to as the "Contractor"), and Associate Aircraft Tool & Manufacturing, Inc., doing business as a corporation in the State of Ohio with offices located at 3660 Dixie Highway, Hamilton, Ohio (hereinafter referred to as the "Subcontractor").

WITNESSETH THAT:

WHEREAS, the Contractor has heretofore, to wit, on the 27th day of June, 1951, effective as of the 1st day of May, 1951, entered into Contract No. AT(30-1)-1156 (which contract including the amendments thereto, shall hereinafter be called the "Principal Contract"), with the United States of America (hereinafter referred to as the "Government") and represented by the United States Atomic Energy Commission (hereinafter referred to as the "Commission" and who may be represented by a person or persons referred to as the "Contracting Officer") for the performance by the Contractor of work and services; and

WHEREAS, the Commission and the Contractor have agreed that the following services which the Subcontractor has agreed to perform are required by the Contractor in its performance of the principal contract; and

WHEREAS, as the Subcontractor is presently performing work for the Contractor under Letter Subcontract S-200, dated 12/20/55, as amended, and

WHEREAS, it is desirable and agreeable to the parties hereto to merge and supersede said Letter Subcontract by this definitive agreement;

NOW, THEREFORE, the Contractor and Subcontractor do mutually agree as follows:

ARTICLE I - TERM OF THIS AGREEMENT

The effective date of this agreement shall be December 20, 1955 and it is anticipated that the work to be performed hereunder will be completed by June 30, 1956, it being understood that the Subcontractor shall not be bound by this estimate, but shall use its best efforts to comply with, or better, the estimated completion date.

ARTICLE II - SCOPE OF WORK

A. The Subcontractor shall perform the following work and services at the direction of the Contractor:

1. Plant Modification:

This work involves the modification of the Subcontractor's facilities to meet the physical, safety, health and security requirements of the Commission

as specified by the Contractor. This includes, but is not limited to, the following:

- (a) Remove existing Material and equipment from designated area
- (b) Locate following Subcontractor-owned equipment in designated area:

Four-turret lathes
Two-engine lathes
One-four spindle drill press

- (c) Fabricate and install three coolant tanks complete with pumps and motors
- (d) Extend water supply lines as required
- (e) Furnish and install complete lavatory. One third of the cost of this work shall be borne by the Subcontractor
- (f) Furnish and connect required fluorescent fixtures
- (g) Install and equip three fire stations with CO₂ extinguishers and fire hose and reels
- (h) Furnish and install 1½ inch water supply line, complete with valve for coolant tanks, lavatory and fire stations
- (i) Furnish and install necessary production inspection equipment
- (j) Furnish and install panic locks with electric horns on all factory doors
- (k) Furnish and install watch clock stations as required by the Contractor
- (l) Furnish and install electric job clock
- (m) Perform necessary painting, welding, etc. required to modify plant and equipment for subcontract work.

- 2. Machine, on an experimental basis, approximately 21,000 slugs in accordance with Contractor's Dwg #P-6-442.
- 3. Maintain accurate accountability records, provide adequate safeguards for the metal and shall be responsible for the metal while it is under its control.
- 4. Machine, from Contractor furnished stock, during the period 4/15/56 thru 6/30/56, the following units:
 - (a) For Job 588 and/or 596, a minimum of 33,750 units and a maximum of 45,000 units. Job 588 shall be machined in accordance with

~~CONFIDENTIAL~~

~~CONFIDENTIAL~~

Contractor's Dwg #P-6-442. Job 596 shall be machined in accordance with Contractor's Dwg #P-6-441.

(b) For Job 583, approximately 1,300 units. The Subcontractor shall face, drill, ream and turn the outside diameter of these units in accordance with the specifications shown in Contractor's Dwg #P-6-441(583)

B. The Contractor shall furnish:

1. The metal which is to be machined
2. The safe and proper transportation of the metal to and from the Subcontractor's place of business
3. Protective clothing, film badges and such other safety equipment as may be required
4. Specific items of equipment enumerated in Appendix A to this subcontract.

C. The Subcontractor shall furnish:

Supervision, labor, machines, materials, tools and facilities as may be required to perform the services described in Article II, and not otherwise provided by the Contractor or specified above.

ARTICLE III - CONSIDERATION AND METHOD OF PAYMENT

1. The Subcontractor shall be paid the consideration set forth herein upon the submission to and approval by the Contractor of the Subcontractor's invoices. The following payments are authorized:

1. For the performance of the plant modification as specified in Article II, Par. A,1, the Subcontractor shall be paid the sum of \$22,464.97
2. For the machining of plugs as specified in Article II, Par. A,2, a lump sum of \$66,490.12
3. For the machining of slugs for Job 588 and/or 596 as authorized by Article II, Par. A,4(a), the Subcontractor shall be paid a unit price of \$3.25.
4. For the machining of slugs for Job 583 as authorized by Article II, Par. A,4(b), the Subcontractor shall be paid a unit price of \$3.65.

2. The Subcontractor's invoices for all work other than that described in Article II, subparagraphs A-1 and A-2 shall be subject to a cash discount of $\frac{1}{2}$ of 1%, provided that 80% of the invoiced amount is paid within 10 days after receipt of invoice and the remaining 20% is paid within 30 days of such date. Charges for slugs which do not meet the specifications provided herein shall be deleted from the Subcontractor's invoices.

~~CONFIDENTIAL~~

~~CONFIDENTIAL~~

4. Anything contained herein to the contrary notwithstanding, the total amount payable under this subcontract shall not exceed \$240,000.00.

ARTICLE IV - ADDITIONAL TERMS AND CONDITIONS

"Terms and Conditions," pages 2 through 13, dated April 10, 1956, are attached hereto and made a part hereof. ^{in ME} - Henry W. Malnofski

ARTICLE V - APPROVAL REQUIRED

This Agreement shall have no force and effect until approved in writing by a duly authorized representative of the Atomic Energy Commission.

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

NATIONAL LEAD COMPANY OF OHIO

By Al Stewart
Title V.P.

ASSOCIATE AIRCRAFT TOOL AND MANUFACTURING, INC.

Witness as to execution in behalf of the Subcontractor

By Henry W. Malnofski
Title President

By J. A. Loeffler
827 Park Ave. N.W.
Address

APPROVED IN BEHALF OF THE
UNITED STATES ATOMIC ENERGY COMMISSION

By B. M. Robinson
Contracting Officer

~~CONFIDENTIAL~~

~~CONFIDENTIAL~~

APPENDIX A TO SUBCONTRACT S-200

Government-owned equipment located at Associate Aircraft Tool and Manufacturing, Inc.

A. Equipment loaned by Contractor:

<u>Quantity</u>	<u>Description</u>	<u>Manufacturer</u>
One	Drill Grinder, Capacity $\frac{1}{8}$ " to 3", S/N F-3364-V	Oliver Mfg. Company
One	Portable Scale with Printer Model 61-3321 FE, S/N 2381	Toledo Scale Company
One	Heavy Duty Single Spindle Drilling Machine, Model 150 Tag #7755-05 - 7004, S/N 16008	Baker Brothers

B. Equipment purchased by Subcontractor for which reimbursement was made by Contractor:

<u>Quantity</u>	<u>Description</u>	<u>Manufacturer</u>
One	Watch Clock Station S/N 295629	Time Recorder
Four	Lathe Chucks, 2", Model 300, with Accessories	Zagar Tool Company
Four	Holding Fixtures, 2", Model 500, with Accessories	Zagar Tool Company
Three	Coolant Tanks, 3/16" steel, 100 gal. capacity	Associate
One	Motor, 5 H.P., Type AR S/N 78215K-510 0-1-1	Allis-Chalmers
One	Motor, 5 H.P., S/N 776659	Crocker-Wheller

Classification Cancelled
~~Or Changed To~~
By Authority Of DOC
By Jed Davis Date 8-28-85

~~CONFIDENTIAL~~

6. INSPECTION

(a) All supplies (which term throughout this paragraph includes without limitation raw materials, components, intermediate assemblies, and end products) shall be subject to inspection and test by or for the Company and/or the Commission, to the extent practicable at all times and places including the period of manufacture, and any event prior to final acceptance.

(b) In case any supplies are defective in material or workmanship or otherwise not in conformity with requirements of this Order, the Company and/or the Commission shall have the right either to reject them (without instructions as to their disposition) or to require their correction. Supplies which have been rejected and required to be corrected shall be removed or corrected in place, as requested by the Company and/or the Commission by and at the expense of the Seller promptly after notice, and shall not again be tendered for acceptance unless the former tender and either the rejection or requirement of correction is disclosed. If the Seller fails promptly to remove such supplies, when requested by the Company and/or the Commission, and to proceed promptly with the replacement or correction thereof, the Company either (1) may be contract or otherwise replace or correct such supplies at charge to the Seller the cost, occasioned the Company thereby, or (2) may terminate this Order for default as provided in the paragraph entitled "Default." Unless the Seller elects to correct or replace the supplies which the Company and/or the Commission has a right to reject and is able to make such correction or replacement within the required delivery schedule, the Company may require the delivery of such supplies at a reduction in price which is equitable under the circumstances. Failure to agree to such reduction of price shall be a dispute concerning a question of fact within the meaning of the paragraph entitled "Disputes."

(c) If any inspection or test is made by or for the Company and/or the Commission on the premises of the Seller or a subcontractor, the Seller without additional charge shall provide all reasonable facilities and assistance for the safety and convenience of the inspectors in the performance of their duties. If Company and/or Commission inspection or test is made at a point other than the premises of the Seller or a subcontractor, it shall be without expense to the Seller: Provided, that in case of rejection neither the Company nor the Commission shall be liable for any reduction in value of samples used in connection with such inspection or test. All inspections and tests by or for the Company and/or the Commission shall be performed in such a manner as not to unduly delay the work. The Company reserves the right to charge to the Seller any additional cost of Company and/or Commission inspection and test when supplies are not ready at the time such inspection and test is requested by the Seller. Final acceptance or rejection of the supplies shall be made as promptly as practicable after delivery except as otherwise provided in this Order; but failure to inspect and accept or reject supplies shall neither relieve the Seller from responsibility for such supplies as are not in accordance with the Order requirements nor impose liability on the Company or Commission therefor.

(d) The inspection and test by or for the Company or the Commission of any supplies does not relieve the Seller from any responsibility regarding defects or other failure to meet the Order requirements which may be covered prior to final acceptance. Except as otherwise provided in this Order, final acceptance shall be conclusive except as regards latent defects, fraud, or such gross mistakes as amount to fraud, but shall not relieve the Seller of its responsibility under the paragraph entitled "Warranty of Supplies."

(e) The Seller shall provide and maintain an inspection system acceptable to the Company and the Commission covering the supplies to be furnished hereunder. Records of all inspection work by the Seller shall be complete and available to the Company and the Commission during the performance of this Order and for such long period as may be specified elsewhere in this Order.

7. RESPONSIBILITY FOR SUPPLIES

Except as otherwise provided in this Order, (1) the Seller shall be responsible for the supplies covered by this Order until delivered at the designated delivery point, regardless of the point of inspection; and (2) the Seller shall bear all risks as to rejected supplies after notice of rejection.

8. ASSIGNMENT

Neither this Order, nor any interest therein nor claim thereunder, shall be assigned or transferred by the Seller to any party or parties, except on the prior written approval of the Company.

~~CONFIDENTIAL~~

9. DELAY BY COMPANY OR COMMISSION

If completion of the work to be performed under the terms of this Order is delayed by reason of delay by the Company in the furnishing of materials required to be furnished by the Company or delay by the Company in performing work required to be performed by the Company pursuant to this Order, such delay shall not constitute a basis for claim against the Company, provided, however, if such delays on the part of the Company cause delays in the performance of the Seller's work, the time for performance shall be extended for a period equal to the Seller's delay.

10. DEFAULT

(a) The Company may, subject to the provisions of paragraph (b), below, by written Notice of Default to Seller terminate the whole or any part of this Order in any one of the following circumstances:

(1) If the Seller fails to make delivery of the supplies or perform the services within the time specified herein or any extension thereof; or

(2) If the Seller fails to perform any of the other provisions of this Order, or so fails to make progress to endanger performance of this Order in accordance with its terms, and in either of these two circumstances does not cure such failure within a period of ten (10) days (or such longer period as the Company may authorize in writing) after receipt of notice from the Company specifying such failure.

(b) The Seller shall not be liable for any excess costs if any failure to perform the Order arises out of causes beyond the control and without the fault or negligence of the Seller. Such causes include, but are not restricted to, acts of God or of the public enemy, acts of the Government, fires, floods, epidemics, quarantine restrictions, strikes, freight embargoes, unusually severe weather, and defaults of subcontractors due to any of such causes unless the Company shall determine that the supplies or services to be furnished by the Subcontractor were obtainable from other sources in sufficient time to permit the Seller to meet the required delivery schedule.

(c) In the event the Company terminates this Order in whole or in part as provided in (a) of this paragraph, the Company may procure, upon such terms and in such manner as the Company may deem appropriate, supplies or services similar to those so terminated, and the Seller shall be liable to the Company for any excess costs for such similar supplies or services; Provided, that the Seller shall continue the performance of this Order to the extent not terminated under the provisions of this paragraph 10.

(d) If this Order is terminated as provided in (a) of this paragraph, the Company, in addition to any other rights provided in this paragraph 10, may require the Seller to transfer title and deliver to the Government, in the manner and to the extent directed by the Company, (1) any completed supplies, and (2) such partially completed supplies and materials, parts, tools, dies, jigs, fixtures, plans, drawings, information, and contract rights (hereinafter called "manufacturing materials") as the Seller has specifically produced or specifically acquired for the performance of such part of this Order as has been terminated; and the Seller shall, upon direction of the Company, protect and preserve property in possession of the Seller in which the Government has an interest. The Company shall pay to the Seller the order price for completed supplies delivered to and accepted by the Company, and the amount agreed upon by the Seller and the Company for manufacturing materials delivered to and accepted by the Company and for the protection and preservation of property. Failure to agree shall be a dispute concerning a question of fact within the meaning of the paragraph of this Order entitled "Disputes."

(e) If, after notice of termination of this Order under the provisions of (a) of this paragraph, it is determined that the failure to perform this Order is due to causes beyond the control and without the fault or negligence of the Seller pursuant to the provisions of (b) of this paragraph, such Notice of Default shall be deemed to have been issued pursuant to the paragraph of this Order entitled "Termination for Convenience of the Government," and the rights and obligations of the parties hereto shall in such event be governed by such article.

11. TERMINATION FOR CONVENIENCE OF THE GOVERNMENT

(a) The performance of work under this Order may be terminated by the Company in accordance with this paragraph in whole, or from time to time in part, whenever the Company, with the approval of the Commission, shall determine that such termination is in the best interests of the Government. Any such termination shall be effected

~~CONFIDENTIAL~~

by delivery to the Seller of a Notice of Termination specifying the extent to which performance of work under Order is terminated, and the date upon which such termination becomes effective.

(b) After receipt of a Notice of Termination, and except as otherwise directed by the Company, the Seller shall (1) stop work under the Order on the date and to the extent specified in the Notice of Termination; (2) place no further orders or subcontracts for materials, services, or facilities except as may be necessary for completion of such portion of the work under the Order as is not terminated; (3) terminate all orders and subcontracts to the extent they relate to the performance of work terminated by the Notice of Termination; (4) assign to the Company and the Government, in the manner, at the times, and to the extent directed by the Company, with the approval of the Commission, all of the right, title and interest of the Seller under the orders and subcontracts so terminated; (5) settle, subject to the approval of the Company and the Commission, all outstanding liabilities and all claims arising out of such termination of orders and subcontracts; (6) transfer title and deliver to the Government, in the manner, at the times, and to the extent, if any, directed by the Company, (i) the fabricated or unfabricated parts, work in process, completed work, supplies, and other material produced as a part of, or acquired in connection with the performance of, the work terminated by the Notice of Termination, and (ii) the completed or partially completed plans, drawings, information and other property which, if the Order had been completed, would have been required to be furnished to the Government; (7) use its best efforts to sell, in the manner, at the times, to the extent, and at the price or prices directed or authorized by the Company, with the approval of the Commission, any property of the types referred to in provision (6) of this subparagraph, provided, however, that the Seller (i) shall not be required to extend credit to any purchaser, and (ii) may acquire any such property under the conditions, prescribed by and at the price or prices approved by the Company and the Commission; and provided further that the proceeds of any such transfer or disposition shall be applied in reduction of any payments to be made by the Company to the Seller under this Order or shall otherwise be credited to the price or cost of the work covered by this Order or paid in such other manner as the Company, with the approval of the Commission, may direct; (8) complete performance of such part of the work as shall not have been terminated by the Notice of Termination; and (9) take such action as may be necessary, or as the Company may direct, for the protection and preservation of the property related to this Order which is in the possession of the Seller and in which the Company and/or the Government has or may acquire an interest.

(c) After receipt of a Notice of Termination the Seller shall submit to the Company its termination claim in the form and with the certification prescribed by the Company. Such claim shall be submitted promptly but in no event later than six months from the effective date of termination, unless one or more extensions in writing are granted by the Company, with the approval of the Commission, upon request of the Seller made in writing within such six months period or authorized extension thereof. However, if the Company, with the approval of the Commission, determines that the facts justify such action, it may receive and act upon any such termination claim at any time after such six months period or any extension thereof. Upon failure of the Seller to submit its termination claim within the time allowed, the Company, with the approval of the Commission, may determine, on the basis of information available to it, the amount, if any, due to the Seller by reason of the termination and shall thereupon pay to the Seller the amount so determined.

(d) Subject to the provisions of subparagraph (c) the Company and the Seller may agree upon the whole or any part of the amount or amounts to be paid to the Seller by reason of the total or partial termination of work pursuant to this paragraph, which amount or amounts may include a reasonable allowance for profit on work done under the Order shall be amended accordingly, and the Seller shall be paid the agreed amount. Nothing in subparagraph (c) of this paragraph 11, prescribing the amount to be paid to the Seller in the event of failure of the Seller and the Company to agree upon the whole amount to be paid to the Seller by reason of the termination of work pursuant to this paragraph 11, shall be deemed to limit, restrict, or otherwise determine or affect the amount or amounts which may be agreed upon to be paid to the Seller pursuant to this subparagraph (d).

(e) In the event of the failure of the Seller and the Company to agree as provided in subparagraph (d) the whole amount to be paid to the Seller by reason of the termination of work pursuant to this paragraph 11, the Company shall determine, on the basis of information available to it, the amount, if any, due to the Seller by reason of the termination and shall pay the Seller the amounts determined as follows:

(1) For completed supplies accepted by the Company (or sold or acquired as provided in subparagraph (b) above) and not theretofore paid for, a sum equivalent to the aggregate price for such supplies computed in accordance with the price or prices specified in the Order, appropriately adjusted for any saving of freight or other charges.

(2) The total of (i) the costs incurred in the performance of the work terminated, including initial costs and preparatory expense allocable thereto, but exclusive of any costs attributable to supplies paid or to be paid for under subparagraph (e) (1) hereof; (ii) the cost of settling and paying claims arising out of the termination of work under subcontracts or Orders, as provided in subparagraph (b), above, which are properly chargeable to the terminated portion of the Order (exclusive of amounts paid or payable on account of supplies or materials delivered or services performed by subcontractors or vendors prior to the effective date of the Notice of Termination, which amounts shall be included in the costs payable under (i), above); and (iii) a sum equal to 2% of that part of the amount determined under (i) which represents the cost of articles and materials not processed by the Seller, plus a sum equal to 8% of the remainder of such amount, but the aggregate of such sums shall not exceed 6% of the whole of the amount determined under subdivision (i) above, which amount for the purpose of this subdivision (iii) shall exclude any charges in the manner interest on borrowings; provided, however, that if it appears that the Seller would have sustained a loss on the work Order had it been completed, no profit shall be included or allowed under this subdivision (iii) and an appropriate adjustment shall be made reducing the amount of the settlement to reflect the indicated rate of loss.

(3) The reasonable costs of settlement, including accounting, legal, clerical, and other expenses reasonably necessary for the preparation of settlement claims and supporting data with respect to the terminated portion of the Order and for the termination and settlement of subcontracts thereunder, together with reasonable storage, transportation, and other costs incurred in connection with the protection or disposition of property allocable to this Order.

The total sum to be paid to the Seller under (1) and (2) of this subparagraph (e) shall not exceed the net order price as reduced by the amount of payments otherwise made and as further reduced by the order price of such work not terminated. Except for normal spoilage, and except to the extent that the Company shall have otherwise expressly assumed the risk of loss, there shall be excluded from the amounts payable to the Seller as provided in subparagraph (e) (1) and subparagraph (e) (2) (i), the fair value, as determined by the Company, of property which is destroyed, lost, stolen, or damaged so as to become undeliverable to the Government, or to a buyer pursuant to subparagraph (b).

Failure to agree shall be a dispute concerning a question of fact within the meaning of the paragraph but in titled "Disputes."

(f) If the termination hereunder be partial, prior to the settlement of the terminated portion of this Order the Seller may file with the Company a request in writing for an equitable adjustment of the price or prices specified in the Order relating to the continued portion of the Order (the portion not terminated by the Notice of Termination), subject to the approval of the Commission, such equitable adjustment as may be agreed upon shall be made in such price or prices.

12. DISPUTES

Except as otherwise provided herein, whenever the Company and the Seller are unable to agree on any question of fact arising under this Purchase Order, the dispute shall be submitted for arbitration and determination to the Manager, Oak Ridge Operations Office, United States Atomic Energy Commission, whose decision, or that of a designated representative, representatives, or board, duly authorized to decide such dispute, shall be final and conclusive upon the parties hereto, unless such decision is determined by a court of competent jurisdiction to have been fraudulent or capricious or arbitrary or so grossly erroneous as necessarily to imply bad faith or not to be supported by substantial evidence. Pending final decision of a dispute hereunder, and if performance has not been completed, the Seller shall proceed diligently with the performance of the Purchase Order in accordance with the Company's instructions.

13. PATENT INDEMNITY

The Seller agrees to indemnify the Company, the Government, their officers, agents, servants and employees against liability of any kind (including costs and expenses incurred) for the use of any invention or discovery and for infringement of any letters patent (not including liability, arising pursuant to Section 183, U.S.C., Title 35 in accordance with 35 U.S.C. 282), prior to issuance of Letters Patent) occurring in the performance of this Order or arising by reason of the use or disposal by or for the account of the Company and/or the Government of items manufactured or supplied under this Order.

~~CONFIDENTIAL~~

14. REPORTING OF ROYALTIES

If this Order involves any royalty payments or if the amount of any royalty payments is reflected in the price of this Order, the Seller agrees to report in writing to the company during the performance of this Order prior to its completion or final settlement the amount of any royalties or other license payments paid or to be paid directly to others in connection with the performance of this Order together with the names and addresses of licensors to whom such payments are made and either the patent numbers involved or such other information as will permit identification of the patents or other basis on which the royalties are to be paid. The approval by the Commission of any individual payments or royalties so reported shall not estop the Government at any time from testing the enforceability, validity or scope of, or title to, any patent under which such royalties or payments are made.

15. SECURITY

(a) In the performance of the work under this Order, the Seller shall, in accordance with the Commission's security regulations and requirements, be responsible for safeguarding restricted data and other classified information and protecting against sabotage, espionage, and theft, the classified documents, materials, equipment, processes, etc., as well as such other material of high and intrinsic value as may be in the Seller's possession in connection with performance of work under this Order.

(b) The Seller agrees to conform to all security regulations and requirements of the Commission.

(c) The term "restricted data" as used in this paragraph means all data concerning the design, manufacture or utilization of atomic weapons, the production of special nuclear material, or the use of special nuclear material in the production of energy, but shall not include data declassified or removed from the Restricted Data category pursuant to Section 142 of the Atomic Energy Act of 1954.

(d) Except as the Commission may authorize, in accordance with the Atomic Energy Act of 1954, the Seller shall not permit any individual to have access to restricted data until the designated investigating agency has made an investigation and report to the Commission upon the character, associations and loyalty of such individual, and the Commission shall have determined that permitting such person to have access to restricted data will not endanger the common defense and security. As used in this subparagraph, the term "designated investigating agency" means the United States Civil Service Commission or the Federal Bureau of Investigation, or both as determined pursuant to the provisions of the Atomic Energy Act of 1954.

(e) It is understood that disclosure of information relating to the work or services ordered hereunder to any person not entitled to receive it or failure to safeguard any restricted data or any top secret, secret or confidential matter that may come to the Seller or any person under the Seller's control in connection with work under this Order may subject the Seller, its agents, employees, and subcontractors to criminal liability under the laws of the United States. (See the Atomic Energy Act of 1954, Public Law 703, 83rd Congress, Title 42 U.S.C., Section 1801, et. seq. See also Title 18 U.S.C. Section 791-797, and Executive Order 10104 of February 1, 1950, 15 F. R. 597.)

(f) Except as otherwise authorized in writing by the Company the Seller shall insert provisions similar to the foregoing in all subcontracts under this Order.

16. CONVICT LABOR

In connection with the performance of work under this Order, the Seller agrees not to employ any person undergoing sentence of imprisonment at hard labor.

17. BUY AMERICAN ACT

The Seller agrees that there will be delivered under this Order only such unmanufactured articles, materials and supplies (which term "articles, materials and supplies" is hereinafter referred to in this clause as "supplies") as have been mined or produced in the United States, and only such manufactured supplies as have been manufactured in the United States substantially all from supplies mined, produced, or manufactured, as the case may be, in the United States. The foregoing provisions shall not apply (i) with respect to supplies exempted by the Commission from the application of the Buy American Act (41 U.S.C. 10 a-d), (ii) with respect to supplies for use outside the United States.

United States, or (iii) with respect to the supplies to be delivered under this Order which are of a class or kind determined by the Commission not to be mined, produced, or manufactured, as the case may be, in the United States sufficient and reasonably available commercial quantities and of a satisfactory quality, or (iv) with respect to such supplies, from which the supplies to be delivered under this Order are manufactured, as are, of a class or kind determined by the Commission not to be mined, produced, or manufactured, as the case may be, in the United States sufficient and reasonably available commercial quantities and of a satisfactory quality, provided that this exception shall not permit delivery of supplies manufactured outside the United States if such supplies are manufactured in the United States in sufficient and reasonably available commercial quantities and of a satisfactory quality.

18. NONDISCRIMINATION IN EMPLOYMENT

In connection with the performance of work under this Order, the Seller agrees not to discriminate against any employee or applicant employment because of race, religion, color, or national origin. The aforesaid provision shall include, but not be limited to, the following: Employment, upgrading, demotion, or transfer; recruitment or recruitment advertising; layoff or termination; rates of pay or other forms of compensation; and selection for training, including apprenticeship. The Seller agrees to post hereafter in conspicuous places, available for employees and applicants for employment, notices to be provided by the Commission setting forth the provisions of the nondiscrimination clause. This provision shall not apply if this Order is for standard commercial supplies or raw materials.

19. OFFICIALS NOT TO BENEFIT

No member of or delegate to Congress, or resident commissioner, shall be admitted to any share or part of this Order, or to any benefit that may arise therefrom; but this provision shall not be construed to extend to this Order if made with a corporation for its general benefit.

20. COVENANT AGAINST CONTINGENT FEES

The Seller warrants that no person or selling agency has been employed or retained to solicit or secure this Order upon an agreement or understanding for a commission, percentage, brokerage, or contingent fee, excepting bona fide employees or bona fide established commercial or selling agencies maintained by the Seller for the purpose of securing business. For breach or violation of this warranty the Company, with the approval of the Commission shall have the right to annul this Order without liability or in its discretion to deduct from the order price or consideration the full amount of such commission, percentage, brokerage, or contingent fee.

21. EXAMINATION OF RECORDS

(a) The Seller agrees that the Comptroller General of the United States or any of his duly authorized representatives shall have access to and the right to examine any directly pertinent books, documents, papers and records of the Seller involving transactions related to this Order for a period of three years after final payment under this Order between the Company and the Government.

(b) Nothing in this Order shall be deemed to preclude an audit by the General Accounting Office of any transaction under this Order.

22. FEDERAL, STATE AND LOCAL TAXES

(1) The term "direct tax" means any tax or duty directly applicable to the completed supplies or services covered by this Order, or any other tax or duty from which the Seller or this transaction is exempt. It includes any tax or duty directly applicable to the importation, production, processing, manufacture, construction, sale, or use of such supplies or services; it also includes any tax levied on, with respect to, or measured by sales, receipt from sales, or use of the supplies or services covered by this Order. The term does not include transportation taxes, unemployment compensation taxes, social security taxes, income taxes, excess-profit taxes, capital stock taxes, property taxes, and such other taxes as are not within the definition of the term "direct tax" as set forth in this paragraph.

(2) The term "contract date" means the effective date of this Order if it is a negotiated Order, or the date set for the opening of bids, if it is an Order entered into as a result of formal advertising.

~~CONFIDENTIAL~~

(b) Federal Taxes. Except as may be otherwise provided in this Order, the Order price includes all applicable Federal taxes in effect on the contract date. 24.

(c) State or Local Taxes. Except as may be otherwise provided in this Order, the order price does not include any State or local direct tax in effect on the contract date. Sell

(d) Evidence of Exemption. The Company agrees, upon request of the Seller, to furnish a tax exemption certificate or other similar evidence of exemption with respect to any direct tax not included in the Order pursuant to this clause; and the Seller agrees, in the event of the refusal of the applicable taxing authority to accept such evidence of exemption, (1) promptly to notify the Company of such refusal, (2) to cause the tax in question to be paid in such manner as to preserve all rights to refund thereof, and (3) if so directed by the Company, to take necessary action, in cooperation with and for the benefit of the Government, to secure a refund of such tax (in the event the Company agrees to reimburse the Seller for any and all reasonable expenses incurred at its direction). 25.

(e) Price Adjustment. If, after the contract date, the Federal Government or any State or local government either (1) imposes or increases (or removes an exemption with respect to) any direct tax, or any tax directly applicable to the materials or components used in the manufacture or furnishing of the completed supplies or services covered by this Order, or (2) refuses to accept the evidence of exemption, furnished under paragraph (d), hereof, with respect to any direct tax excluded from the order price, and if under either (1) or (2) the Seller is obliged to pay or bear the burden of any such tax (and does not secure a refund thereof), the order price shall be correspondingly increased. If, after the contract date, the Seller is relieved in whole or in part from the payment or the burden of any direct tax included in the order price, or any tax directly applicable to the materials or components used in the manufacture or furnishing of the completed supplies or services covered by this Order, the Seller agrees promptly to notify the Company of such relief, and the order price shall be correspondingly decreased or the amount of relief paid over to the Company for the benefit of the Government. Invoices or vouchers covering any increase or decrease in the order price pursuant to the provisions of this paragraph shall state the amount thereof, as a separate added or deducted item, and shall identify the particular tax imposed, increased, eliminated, or decreased. 26.

(f) Refund or Drawback. If any tax or duty has been included in the order price or the price as adjusted under paragraph (c) of this clause, and if the Seller is entitled to a refund or drawback by reason of the export of supplies covered by this Order, or of materials or components used in the manufacture or furnishing of the completed supplies or services covered by this Order, the Seller agrees that he will promptly notify the Company thereof and that the amount of any such refund or drawback obtained will be paid over to the Company for the benefit of the Government or credited against amounts due from the Company under this Order: Provided, however, that the Seller shall not be required to apply for such refund or drawback unless so requested by the Company. 27

23. EIGHT-HOUR LAW OF 1912

This Order, to the extent that it is of a character specified in the Eight-Hour Law of 1912 as amended (40 U.S.C. 324-326) and is not covered by the Walsh-Healey Public Contracts Act (41 U.S.C. 35-45), is subject to the following provisions and exceptions of said Eight-Hour Law of 1912 as amended, and to all other provisions and exceptions of said law: 28

No laborer or mechanic doing any part of the work contemplated by this Order, in the employ of the Seller or any subcontractor contracting for any part of the said work, shall be required or permitted to work more than eight hours in any one calendar day upon such work, except upon the condition that compensation be paid to such laborer or mechanic in accordance with the provisions of this clause. The wages of every such laborer and mechanic employed by the Seller or any subcontractor engaged in the performance of this Order shall be computed on a basic day rate of eight hours per day; and work in excess of eight hours per day shall be permitted only upon the condition that every such laborer and mechanic shall be compensated for all hours worked in excess of eight hours per day at not less than one and one-half times the basic rate of pay. For each violation of the requirements of this clause a penalty of five dollars shall be imposed upon the Seller for each such laborer or mechanic for every calendar day in which such employee is required or permitted to labor more than eight hours upon said work without receiving compensation computed in accordance with this clause; and all penalties thus imposed shall be withheld for the use and benefit of the Government. 29

6-25 ~~CONFIDENTIAL~~

~~CONFIDENTIAL~~

24. NOTICE OF LABOR DISPUTES

Whenever an actual or potential labor dispute is delaying or threatens to delay the performance of this Order, Seller shall immediately notify the Company in writing.

25. MISCELLANEOUS

(a) Seller agrees that the work hereunder will be performed in accordance with the Fair Labor Standards Act 1938, as amended.

(b) In the event that the Government, pursuant to the Defense Production Act of 1950 or other applicable legislation, or by valid order, rule or regulation issued thereunder, shall establish a maximum price for any of the supplies purchased under this Order which is lower than the price stated herein, the price to be paid hereunder for such supplies shall be such maximum price in effect as of the date of delivery of such supplies. The establishment of any such maximum price shall not otherwise affect the rights of the parties hereunder nor shall it constitute a cause for termination or avoidance of this Order by any of the parties hereto.

(c) To the extent that this Order is subject to the Walsh-Healey Public Contracts Act, as amended (41 S.C. 35-45), there are hereby incorporated by reference all representations and stipulations required by said Act and regulations issued thereunder by the Secretary of Labor, such representations and stipulations being subject to all applicable rulings and interpretations of the Secretary of Labor which are now or may hereafter be in effect.

(d) If this Order is subject to the Renegotiation Act of 1951, as amended, the following provisions shall apply:

(1) This Order is subject to the Renegotiation Act of 1951, as amended (65 Stat. 7; P. L. 764, 83rd Congress) and shall be deemed to contain all the provisions required by Section 104 of said Act.

(2) The Seller agrees to insert the provisions of this paragraph including this subparagraph (2), in all subcontracts specified in Section 103 (g) of the Renegotiation Act of 1951; provided, that the Seller shall not be required to insert the provisions of this paragraph in any subcontract exempted by or pursuant to Section 106 of the Renegotiation Act of 1951, as amended.

26. It is understood and agreed that time is of the essence of this Order.

27. ENTIRE AGREEMENT

It is expressly agreed by the parties hereto that this Order constitutes the entire and only contract between the parties hereto; that there are no agreements, understandings or covenants between the parties hereto of any kind, nature or description, express or implied, oral or otherwise, which have not been set forth herein.

28. The following changes were made in this Order before it was signed by the parties hereto:

(a) Paragraph 29, below, is hereby deleted.

(b) Three additional pages of Terms and Conditions, numbered paragraphs "29", "30", "31" and "32" are hereby attached hereto and made a part hereof.

29. ~~THIS PAGE SHOULD BE DELETED FROM ALL COPIES OF THIS ORDER AND SHOULD NOT BE REPRODUCED OR DISTRIBUTED~~

~~XXXX~~

APR 10 1956

6-26

~~CONFIDENTIAL~~

ARTICLE 11. LIABILITY FOR GOVERNMENT-OWNED PROPERTY

(a) Except as otherwise specifically provided, the Subcontractor shall not be liable for loss or destruction of or damage to Government property, other than property coming into the Subcontractor's custody, possession or control by virtue of this Subcontract and hereinafter referred to as "Government Property," caused by the following perils:

- Fire; lightning, windstorm, cyclone, hail, flood, explosion; riot attending a strike; civil commotion; sabotage; malicious mischief; aircraft or objects falling therefrom; vehicles standing on land or tracks, excluding vehicles owned or operated by the Subcontractor, or any agent or employee of the Subcontractor; fire; sprinkler leakage; earthquake or volcanic eruption; flood, resulting thereby rising of rivers or streams; enemy attack or any action taken by the military, navy or air forces of the United States in repelling enemy attack.

The perils as set forth above are hereinafter called "excepted perils."

(b) The Subcontractor represents that it is not maintaining and agrees that it will not hereafter maintain insurance (including self-insurance funds or reserves) covering loss or destruction of or damage to Government property caused by an excepted peril, and represents that it is not including and agrees that it will not hereafter include in its bid to the Contractor any charge or reserve for such insurance.

(c) Upon the happening of loss or destruction of or damage to Government property caused by an excepted peril, the Subcontractor shall communicate with the Contractor and shall take all reasonable steps to protect the Government property from further damage, separate the damaged and undamaged Government property, put all the Government property in the best possible order, and furnish to the Contractor a statement:

- (1) The lost, destroyed, and damaged Government property,
- (2) The time and origin of the loss, destruction, or damage,
- (3) All known interests in commingled property of which Government property is a part, and
- (4) The insurance, if any, covering any part of or interest in such commingled property.

As directed by the Contractor, the Subcontractor shall make repairs and renovations to damaged Government property. The Subcontractor shall be reimbursed the expenditures incurred by him in performing his obligations under this paragraph (c) as approved by the Contractor set forth in a Supplemental Agreement.

(d) Subject to the approval of the Contractor and the Commission, after loss or destruction of or damage to the Government property and subject to such conditions and terms as the Contractor with the approval of the Commission may impose, the Subcontractor may sell for the Government's account any item of Government property which is damaged beyond practicable repair or which has been so commingled or combined with property of others, including the Subcontractor, that separation is impracticable.

~~CONFIDENTIAL~~

(c) Except to the extent of any loss or destruction of or damage to Government property for which the Subcontractor is held liable under the foregoing provisions of this paragraph, and except for matters of wear and tear or depreciation, the utilization of the Government property in accordance with the provisions of this contract for Government property (other than property permitted to be sold) shall be deemed to be the Contractor or the Government in the same condition as when received by the Subcontractor. In aid of his obligations to take care of the Government property, the Contractor shall maintain a property control, accounting and maintenance system consistent with good business practice.

(d) In the event the Subcontractor is held liable, reimbursed, or compensated for any loss or destruction of or damage to Government property caused by an excepted party, he shall creditably reimburse the Government and the Contractor shall do nothing to prejudice the Government's or the Contractor's right to recover against third parties for any such loss, destruction, or damage and upon the request of the Contractor or the Commission, shall at the Government's expense, furnish to the Government all reasonable assistance and cooperation (including the presentation of suit, and the execution of instruments of assignment in favor of the Contractor and the Government) in obtaining recovery.

(e) The Contractor and the Commission shall at all times have access to the places wherein any Government property is located.

30. DRAWINGS, DESIGNS, SPECIFICATIONS

All drawings, sketches, designs, design data, specifications, notebooks, technical and scientific data, and all photographs, analyses, reports, findings, recommendations, data and memoranda of every description relating thereto, as well as all parts of the foregoing relating to the work or any part thereof, shall be subject to inspection by the Contractor and/or the Commission at all reasonable times, and the Contractor shall afford the Contractor and/or the Commission proper facilities for all inspection and, further, shall be the property of the Government and shall be delivered to the Government, or otherwise disposed of by the Subcontractor either as the Contractor may from time to time direct during the progress of the work or in any event the Contractor shall direct upon completion or termination of this subcontract. It is understood and agreed that, at any or all time or times, in its discretion, the Contractor and/or the Government shall have the right to use all or any part of said material for any purpose whatsoever, including but not limited to the right to reproduce said material and to disseminate it to the public.

31. SAFETY AND ACCIDENT PREVENTION

In the performance of any work under this agreement, the Subcontractor agrees to conform to all health and safety requirements as may be prescribed by the Contractor and/or the Commission. The Subcontractor shall take all reasonable steps and precautions to protect health and minimize danger from all hazards to life and property and shall submit reports and permit all inspections as provided in such prescribed requirements.

If in the opinion of the Contractor's representative safety clothing, such as helmets, gloves and respirators, are necessary for the protection of the Subcontractor's employees, Subcontractor agrees to require his employees to wear such protective equipment. Such protective clothing and/or equipment will be furnished by the Contractor and will remain the property of the Government.

APR 4 01956

Page 10

b-28

~~CONFIDENTIAL~~

~~CONFIDENTIAL~~

2. DISCOVERIES, INVENTIONS, PATENTS, ETC.

(a) Whenever any invention or discovery is made or conceived by the Subcontractors in the course of any of the work under the subcontract, the Subcontractors shall furnish the Contractor with complete information thereon and the Contractor shall in turn so advise the Commission; the Commission shall have the sole power to determine whether or not and where a patent application shall be filed, and to determine the disposition of the title to and the rights under any application or patent that may result. The judgment of the Commission on these matters will be accepted as final and the Subcontractors agree that the inventor or inventors will execute all documents and do all things necessary or proper to carry out the judgment of the Commission.

(b) No claim for pecuniary award or compensation under the provisions of the Atomic Energy Act of 1946 and 1954 shall be asserted by the Subcontractors with regard to any invention or discovery made or conceived in the course of any work under this subcontract.

3. DEFINITIONS:

As used herein the words:

- (a) "purchase order" or "order" shall mean "subcontract";
- (b) "seller" shall mean "subcontractor"; and
- (c) "Company" shall mean "Contractor".

Letter Subcontract # 'S-200

Dated: December 20, 1955

Under Prime Contract AT(30-1)-1156

TO: Associate Aircraft Tool & Manufacturing Company, Inc.
3660 Dixie Highway
Hamilton, Ohio

Gentlemen:

1. This letter, subject to your written acceptance and the approval of the Atomic Energy Commission (hereinafter called the "Commission"), sets forth the initial agreement between the National Lead Company of Ohio (hereinafter referred to as the "Contractor") and Associate Aircraft Tool & Manufacturing Company, Inc. (hereinafter referred to as the "Subcontractor"), in anticipation of a definitive subcontract under which the Subcontractor shall perform the work, which involves

- (a) Experimental machining of contractor furnished material in accordance with the instructions of the Contractor's representative.
- (b) Plant Modification and/or rearrangements as approved by the Contractor's representative.

2. This letter subcontract is being entered into by the Contractor under its prime contract No. AT(30-1)-1156 with the Commission. Pending the execution of a definitive subcontract referred to in paragraph 1 above, the subcontractor shall enter upon and continue performance of the work outlined above, to the extent requested by the Contractor from time to time.

3. All applicable articles and provisions required by law, regulation or executive order to be included in subcontracts under government prime contracts for the type of work described in paragraph 1 above are incorporated herein by reference.

4. Negotiations have been undertaken and will be continued for the execution of a definitive subcontract which will supersede this letter subcontract. It will include all provisions and articles mentioned in paragraph 3 hereof and such other detailed terms and conditions as the parties agree upon and the Commission approves which may or may not be at variance with this letter subcontract.

5. Pending the execution of said definitive subcontract:

(a) The subcontractor's expenditures, purchase orders, sub-subcontracts or other commitments in its performance hereunder shall not exceed \$5,000.00 in the aggregate.

(b) Payments, not in excess of the subcontractor's actual expenses in such performance, may be made from time to time by the contractor to the subcontractor with the approval of the Commission.

6. (a) In case said definitive subcontract is not executed by February 20, 1956, (or any subsequent date mutually agreed upon and approved by the Commission), this letter subcontract will terminate on the stated date or such subsequent date, as the case may be.

(b) The contractor, at the request of the Commission, may, by written notice at any time, terminate this letter subcontract for the convenience of the government.

(c) In the event of termination pursuant to either sub-paragraph (a) or (b) of this paragraph 6, the contractor, subject to the approval of the Commission, will pay the subcontractor an amount equal to the sum of its actual expenditures in the performance of this letter subcontract (less payments previously made), plus an amount equal to the sum paid or to be paid, in settling, with the approval of the contractor and the commission, the subcontractor's obligations for commitments made in such performance. The contractor or the government may assume any such obligations. In no event shall payments under this paragraph 6 exceed the amount set forth in paragraph 5 (a) hereof as said paragraph may be amended from time to time.

7. (a) All property furnished by the contractor to the subcontractor for use in the performance of this letter subcontract shall remain the property of the government.

(b) Title to all property specifically procured by the subcontractor in or for performance of this letter subcontract shall pass directly from the vendors or other suppliers to the government at the respective points of delivery thereof to the subcontractor and shall remain the property of the government.

(c) All technical data (including, without restrictions, drawings, designs, specifications, memoranda and notes) of whatsoever kind or nature furnished or prepared by the subcontractor pursuant to or developed in connection with its performance under this letter subcontract, shall be and remain the property of the government.

8. (a) Whenever any invention or discovery is made or conceived by the contractor or its employees in the course of any of the work under this letter contract, the subcontractor shall furnish the contractor with complete information; and the commission shall have the sole power to determine whether or not and a patent application shall be filed and to determine the disposition of the title and the rights under any application or patent that may result. The judgment of the commission on this matter shall be accepted as final; and the subcontractor for himself and its employees agrees that the inventor or inventors will execute all patents and do all things necessary or proper to carry out the judgment of the commission.

(b) No claim for pecuniary award or compensation under the provisions of the Atomic Energy Act of 1946 shall be asserted by the subcontractor or its employees with respect to any invention or discovery made or conceived in the course of the work under this letter subcontract.

(c) Except, as otherwise authorized in writing by the contractor and approved by the commission, the subcontractor will obtain patent agreements to execute the purpose of sub-paragraph (a) and (b) of this paragraph from all persons who perform any part of the work under this letter subcontract, except clerical and manual labor personnel as will not have access to technical data.

(d) Except as authorized in writing by the contractor and approved by the commission, the subcontractor will insert in all sub-subcontracts provisions of this paragraph 8 applicable to the sub-subcontractor and its employees.

9. (a) It is understood that unauthorized disclosure of any, or failure to guard all, material marked as "Security Information" that may come to the Subcontractor, or any person under its control, in connection with the work under this contract may subject the Subcontractor, its agents, and employees to criminal liability under the laws of the United States. See the Atomic Energy Act of 1946, at. 755, as amended, Title 42, United States Code, Sec. 1801, et seq. See Title 18, United States Code, Secs. 791 to 798, both inclusive, and Executive Order No. 10,104, February 1, 1950, 15 F.R. 797.

(b) The Subcontractor agrees to conform to all security regulations and requirements of the Commission. Except as the Commission may authorize, in accordance with the Atomic Energy Act of 1946, as amended, the Subcontractor shall not permit any individual to have access to restricted data until the designated investigating agency has made an investigation and report to the Commission on the character, associations, and loyalty of such individual, and the Commission shall have determined that letting such person to have access to restricted data will not endanger the common defense or security. As used in this subparagraph the term "designated investigating agency" means the United States Civil Service Commission or the Federal Bureau of Investigation, or both, as determined pursuant to the provisions of the Atomic Energy Act of 1946, as amended by the Act of April 5, 1952, Public Law 298, 82nd Congress, at. 43. The term "restricted data" as used in this subparagraph means all data relating to the manufacture or utilization of atomic weapons, the production of fissionable material, or the use of fissionable material in the production of power, but shall not include any data which the Commission from time to time determines may be disclosed without adversely affecting the common defense and security.

(c) The subcontractor shall insert in all sub-subcontracts under this letter contract and in other agreements entered into by the subcontractor under this letter contract if the scope thereof includes classified data provisions similar to the provisions of sub-paragraph (a) and (b) above.

10. (a) The contractor and the commission shall have the right to inspect in any manner and at such times as they deem appropriate all activities of the subcontractor arising in the course of the work under this letter subcontract.

(b) The subcontractor shall make such reports to the contractor and the commission with respect to the subcontractor's activities under this letter subcontract as the contractor may require from time to time.

11. The subcontractor agrees to conform to all health and safety regulations and requirements of the commission. The subcontractor shall take all reasonable steps and precautions to protect health and minimize danger from all hazards to life and property and shall make all reports and permit all inspections as provided in such regulations and requirements.

12. The subcontractor shall not sub-subcontract any part of the work it is obligated to perform under this letter subcontract except as is authorized in writing by the contractor and approved by the commission. No purchase in excess of \$150.00 shall be made or placed by the subcontractor in its performance hereunder without prior written approval of the contractor and the commission.

13. This letter subcontract does not bind or purport to bind the government or the commission but it is assignable by the contractor to the government. The terms "Atomic Energy Commission" and "Commission" as used herein mean the United States Atomic Energy Commission or its duly authorized representative or representatives.

14. Except as otherwise specifically provided in this letter subcontract, all disputes which may arise under this letter subcontract, and which are not disposed of by agreement, shall be decided by the Manager, Fernald Area Office of Commission, who shall reduce his decision to writing and mail a copy thereof to the Contractor and Subcontractor.

Within thirty (30) days from receipt of such notice of a decision the subcontractor may appeal in writing to the commission, whose written decision or that of its designated representative or representatives or board shall be final and conclusive; if no such appeal is taken, the decision of the Manager, Fernald Area Office of Commission, shall be final and conclusive. Pending decision of any dispute, the subcontractor shall diligently proceed with the performance of the work under this subcontract.

15. This letter, executed in quadruplicate, is forwarded to you for your consideration; if satisfactory, it is requested that the following acceptance form be executed in behalf of your company and that such copies 1, 2 and 3 hereof be returned to this office as promptly as possible. Copy 4 is for your retention. It is understood and agreed that this letter subcontract is not binding unless it has been approved by the U. S. Atomic Energy Commission in the space provided below.

Very truly yours,
NATIONAL LEAD COMPANY OF OHIO

Malte Eisen
Assistant-Treasurer

ACCEPTED AS OF THE sixth
DAY OF January 1956

Henry W. Malnofski Pres
(Title)

APPROVED: *Walter [Signature]*
DATE: 12-28-55

U. S. ATOMIC ENERGY COMMISSION

A TRUE COPY

~~CONFIDENTIAL~~

Amendment No. 1 to
Subcontract No. 3-200

Subcontractor and Address

Associate Aircraft Tool & Manufacturing, Inc.
3560 Middle Highway
Hamilton, Ohio

Subcontract for

Machining and related services

Work to be made by

National Lead Company of Ohio
P. O. Box 158
Mt. Healthy Station
Cincinnati 31, Ohio

Classification Cancelled

~~Or Changed To~~

By Authority Of DOC

By Ted Davis Date 8-28-85

~~RESTRICTED DATA~~

This document contains restricted data as defined in the Atomic Energy Act of 1954. Its transmittal or the disclosure of its contents in any manner to an unauthorized person is prohibited.

b-5

~~CONFIDENTIAL~~

~~CONFIDENTIAL~~

SUBCONTRACT NO. S-200
AMENDMENT NO. 1

This supplemental agreement, entered into the 27th day of July, 1956, effective July 1, 1956, by and between Associate Aircraft Tool and Manufacturing, Inc., hereinafter designated the Subcontractor, and the National Lead Company of Ohio, hereinafter designated the Contractor.

WHEREAS, the Contractor has heretofore, to wit, on the 27th day of June, 1951, effective as of the 1st day of May, 1951, entered into Contract No. AT(30-1)-1156 (which contract including the amendments thereto, shall hereinafter be called the "Principal Contract"), with the United States of America (hereinafter referred to as the "Government") and represented by the United States Atomic Energy Commission (hereinafter referred to as the "Commission" and who may be represented by a person or persons referred to as the "Contracting Officer") for the performance by the Contractor of work and services; and

WHEREAS, the parties hereto have heretofore agreed, by an agreement made and dated May 30, 1956, that the Subcontractor shall for and in the stead of the Contractor fulfill and perform such part of said principal contract as is set forth in said agreement; and

WHEREAS, this amendment is agreeable to the parties hereto, and is authorized by law, including the Atomic Energy Act of 1954;

NOW, THEREFORE, said Subcontract No. S-200 is amended as follows:

1. Article I, "Term of This Agreement" is changed to read as follows:

"The term of this agreement shall be from December 20, 1955 to and including September 30, 1956."

2. The following new subparagraph is hereby added to Article II, Paragraph A:

"5. Machine, from Contractor furnished stock, the following units in accordance with Contractor's Drawing #6-441.

(a) During the month of July, 1956, a minimum of 15,000 units.

(b) During the months of August and September, 1956, a minimum of 10,000 units per month.

This work shall be known as Job 588-2".

3. The following new subparagraph is hereby added to Article III, Paragraph A.

"5. For the machining of slugs for Job 588-2 as authorized by Article II, Paragraph A, 5 the subcontractor shall be paid as follows:

(a) For slugs machined during the month of July, 1956, a unit price of \$2.09 each.

(b) For slugs machined during the months of August and September, 1956, a unit price of \$2.50 each." b-6

~~CONFIDENTIAL~~

~~CONFIDENTIAL~~

4. Article III, Paragraph C is changed to read as follows:

"c. Anything contained herein to the contrary notwithstanding, the total amount payable under this subcontract shall not exceed \$315,000.00."

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

NATIONAL LEAD COMPANY OF OHIO

By /s/ Alex. Stewart

Title V.P.

ASSOCIATE AIRCRAFT TOOL &
MANUFACTURING, INC.

By /s/ Henry W. Malnofski

Title Pres.

Witness as to execution in behalf of
Associate Aircraft Tool & Manufacturing, Inc.

/s/ Marian McCaffey

507 Lawn Ave., Hamilton, Ohio

Address

APPROVAL is hereby given to the above agreement
THE UNITED STATES OF AMERICA
by United States Atomic Energy Commission

by /s/ C. L. Karl

Contracting Officer

C. L. Karl

Area Manager

~~CONFIDENTIAL~~