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July 19, 2002 36127.00002

VIA HAND DELIVERY

Karen D. Cyr, Esq.
General Counsel
United States Nuclear Regulatory Commission
Room 17D23
One White Flint North Building
11555 Rockville Pike
Rockville, MD 20852

Re: Stevens et al. v. Verizon Communications Inc., No. 02 CV 2543 (EDNY); Schwinger et al. v. Verizon Communications Inc., No. 02 CV 2017 (EDNY); Demand for Indemnity -- Further Contract Information

Dear Ms. Cyr:

As you know, this firm represents GTE Operations Support Incorporated ("GTEOSI"), and certain affiliates and predecessors (the "GTE Entities") in the above referenced litigation matters and with regard to certain investigation and remediation activities which GTEOSI has undertaken. These matters all relate to a site in Hicksville, New York (the "Hicksville Facility") at which certain of the GTE Entities conducted uranium fuel manufacturing activities under contract with the Atomic Energy Commission (the "AEC").

On June 14, 2002, by letter from William Barr, Executive Vice President and General Counsel of Verizon Communications Inc., our clients gave notice to the NRC, as the successor agency to the AEC, of their demand for defense and indemnity under the Price Andersen Act. By separate letter from me dated July 16, 2002, our clients gave further notice to NRC, as the AEC successor agency, of their demand for indemnity and contribution under the relevant contracts and applicable law. By letter from Mr. Cordes, the Commission's Solicitor, dated July 9, 2002, the NRC asked that we provide any materials pertinent to the demands for defense and indemnity.

We have obtained additional information, which is described in this letter, and copies of which are attached. We confirm that review is continuing and we reserve the right to provide further or

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additional information, and request that NRC provide the information in its possession regarding the contracts that may be applicable.

The additional documents we have obtained were located in the Atlanta Federal Records Center, and include the documents listed in the following Table. Copies of each listed document are enclosed:

Location Information	Date	Description/Comments
NARA SE, Series 16, Oak Ridge Contracts, Box f-7	November 4, 1948	Unclassified Cover memo transmitting progress reports re Sylvania Electric Co., Case No. 66759 (no attachments)
NARA SE, Series 16, Oak Ridge Contracts. Box H-178-18	As of July 1, 1959	Contract AT(30-1)-1293, Appendix C, Description of work under Paragraph 2, Sponsored Task CH-4
NARA SE, Series 16, Oak Ridge Contracts, boxH-178-18	As of September 11, 1959	Sponsored Task CH-4 Modification No. 1
NARA SE, Series 16, Oak Ridge Contracts, Box H-178-18	As of December 14, 1959	Sponsored Task CH-4, Modification No. 2
NARA SE, Series 16, Oak Ridge Contracts, Box H -178-18	As of March 15, 1960	Sponsored Task CH-4, Modification No. 3
NARA SE, Series 16, Oak Ridge Contracts, Box H-178-18	As of June 30, 1960	Sponsored Task CH -4 , Modification No. 4
NARA SE, Series 16, Oak Ridge Contracts, Box H-178-18	As of September 30, 1960	Sponsored Task CH-4, Modification No. 5
NARA SE, Series 16, Oak Ridge Contracts, Box H-178-	As of February 6, 1961	Sponsored Task CH-4, Modification No. 6 (Approval

18		of the assignment of the work from Sylvania Corning Nuclear to Sylvania Electric Products Inc.)
NARA SE, Series 16, Oak Ridge Contracts, Box H-178-18	As of April 28, 1961	Sponsored Task CH-4, Modification No. 7.
NARA SE, Series 16, Oak Ridge Contracts, Box H-178-18	As of October 3, 1961	Sponsored Task CH-4, Modification No. 8
NARA SE, Series 16, Oak Ridge Contracts, Box H-178-18	As of February 26, 1962	Sponsored Task CH-4, Modification No. 9
NARA SE, Series 16, Oak Ridge Contracts, Box H-178-18	As of March 28, 1962	Sponsored Task CH-4, Modification No. 10
NARA SE, Series 16, Oak Ridge Contracts, Box H-178-18	As of September 28, 1962	Sponsored Task CH-4, Modification No. 11
NARA SE, Series 16, Oak Ridge Contracts, Box H-178-18	As of December 19, 1962 (stamp date December 26, 1962)	Sponsored Task CH-4, Modification No. 12
	As of June 29, 1966	Final Release and General Assignment between Sylvania Electric Products Inc. and the United States re completion of Contract AT (30-1)-1293

We note that the first document is marked as unclassified, but apparently refers to or enclosed "Secret" Memos; and that Modifications Nos. 3, 4, 5, 7, 8, 9, and 10 refer to classified correspondence. To the degree that relevant contractual and other materials remain subject to

classification, we seek your assistance in taking the appropriate steps so that counsel and appropriate client staff may receive the necessary clearances to obtain access to the documents.

If you have any questions, of course, we will be happy to respond. A copy of this letter and the associated documents are being forwarded to Mr. Cordes of your staff, who, we are informed, is the person with responsibility for the matter in your office. A similar letter and the enclosures are also being forwarded to Ms. Lee Lieberman Otis, General Counsel of the Department of Energy, in light of DOE's role as successor to the AEC.

Very truly yours,

Charles A. Patrizia
of PAUL, HASTINGS, JANOFSKY & WALKER LLP

Enclosures

cc: John F. Cordes, Jr.
Solicitor
United States Nuclear Regulatory Commission
One White Flint North Building
11555 Rockville Pike
Rockville, MD 20852

DATE: November 4, 1948

INDEX: AT-30-1-Gen-366

TO: I.A. Warheit, Chief, Library Branch, Oak Ridge

FROM: Charles Slesser, Chief, Technical Information & Declassification Branch, N.

SUMMARY: Secret Memo transmitting Progress Reports of Sylvania Electric Co. Case No. 66759.

FILED: Plants,Labs.,Buildings and Land-8

INDEXER:

REMARKS:

CONFIRMED TO BE UNCLASSIFIED
DOE NSI DECLASSIFICATION REVIEW E.O. 12958
BY: KENYETTA L. OSMAN DOENN-523

U. S. ATOMIC ENERGY COMMISSION

CORRESPONDENCE REFERENCE FORM

☆ U.S. GOVERNMENT PRINTING OFFICE: 1947 760959

NARA-SE
Series 16 - Oak Ridge Contract Files
Box E-7

SPONSORED TASK NO. CH-4

CONTRACT AT(30-1)-1293
APPENDIX "C"
WORK UNDER PARAGRAPH 2 OF ARTICLE I

Work under paragraph 2 of Article I shall be performed by the Contractor if and to the extent that the document provided for below is fully completed and executed.

"AGREEMENT ADDING CERTAIN WORK TO CONTRACT NO. AT(30-1)-1293 BETWEEN THE UNITED STATES OF AMERICA AS REPRESENTED BY THE UNITED STATES ATOMIC ENERGY COMMISSION, AND SYLVANIA-CORNING NUCLEAR CORPORATION"

This Agreement entered into as of the 1st day of July 1959 between SYLVANIA-CORNING NUCLEAR CORPORATION (the 'Contractor'), and the UNITED STATES ATOMIC ENERGY COMMISSION (the 'Commission'), adds the following work under paragraph 2 of Article I of the above-identified contract:

1. Description of Work

   Final machining of semi-finished Mark VII-A core blanks as described in two internal letters of Contractor, Mandaro to Metz, dated June 22, 1959, one on the subject of process flow and the other on the subject of production schedules, as such procedures and schedules are modified by a letter dated July 1, 1959 from C. L. Karl, Manager of the Commission's Fernald Area Office, to the Contractor and in which the detailed specifications for the machining is also provided, which letters are incorporated herein by reference.

2. Except as follows, all of the provisions of said Contract are applicable with respect to the work added hereby: --- NONE.

3. The fixed fee for the work added hereby is $4,625.

4. Performance of the work shall begin on or after July 1, 1959 and shall be completed on or before September 30, 1959.

5. $81,715. has been obligated for the work hereby. (See paragraphs 1, and 7.c. of Article IV of Prime Contract) and payments to the Contractor hereunder shall be made by the Commission's Oak Ridge Operations Office upon presentation by the Contractor of invoices to the Fernald Area Office.

AGREEMENT AMOUNT

Estimated Cost	Fixed Fee	Total
$77,090.	$4,625.	$81,715.

NARA - SE
Series 16 - Oak Ridge Contract Files
Box H-178-18

6. This Agreement will be administered for the Oak Ridge Operations Office by C. L. Karl, Manager, Fernald Area Office, P. O. Box 128, Mt. Healthy Branch, Cincinnati 31, Ohio.

SYLVANIA-CORNING NUCLEAR CORPORATION

BY: Jacob W. Edwards

TITLE: Treasurer

UNITED STATES ATOMIC ENERGY COMMISSION
OAK RIDGE OPERATIONS OFFICE

BY: R. G. Templeton

TITLE: Acting Director
Contract Division

SPONSORED TASK NO. CH-4
MODIFICATION NO. 1

CONTRACT AT(30-1)-1293

APPENDIX "C"

WORK UNDER PARAGRAPH 2 OF ARTICLE I

This Modification entered into as of the 11th day of September, 1959, effective August 17, 1959 except as otherwise specifically provided herein, by and between SYLVANIA-CORNING NUCLEAR CORPORATION (the 'Contractor'), and the UNITED STATES ATOMIC ENERGY COMMISSION (the 'Commission'),

WITNESSETH THAT:

WHEREAS, the parties hereto have heretofore entered into a certain agreement known and designated a Sponsored Task CH-4 (hereinafter called the Agreement), such Agreement having been entered into on July 1, 1959, and

WHEREAS, the parties hereto desire to modify said Agreement, as herein provided;

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

1. The following new subparagraph is added to paragraph 1 - Description of Work:

   Effective August 17, 1959, the Contractor shall proceed on final machining of semi-finished Mark VII-A cores at full capacity in accordance with authorization from Mr. C. L. Karl, Manager of the Commission's Fernald Area Office.

2. The fixed fee specified in paragraph 3 is increased by $12,985. as a result of the work added hereby.

3. The completion date of the work stated in paragraph 4 is changed to December 31, 1959.

4. The amount obligated by paragraph 5 is increased by $229,197. as a result of the work added hereby. The revised amount of the Agreement is now as follows:

	Estimated Cost	Fixed Fee	Total
Basic Agreement	$77,090.-	$4,625.-	$81,715.-
This Modification No. 1	216,212.-	12,985.-	229,197.-
Revised Total	293,302.-	17,610.-	310,912.-

NARA - SE
series - 16 Oak Ridge
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Box H-178-18

Except as otherwise provided in this Modification, all the provisions of the agreement as heretofore modified or supplemented shall remain in full force and effect.

SYLVANIA-CORNING NUCLEAR CORPORATION

By: Garth W. Edwards

Garth W. Edwards

Title Treasurer

U. S. ATOMIC ENERGY COMMISSION
OAK RIDGE OPERATIONS OFFICE

By: John R. Moore

John R. Moore

Title: Director, Contract Division, ORDO

SPONSORED TASK NO. CH-4
MODIFICATION NO. 2

CONTRACT AT(30-1)-1293

APPENDIX "C"

WORK UNDER PARAGRAPH 2 OF ARTICLE I

This Modification entered into as of the 14th day of December, 1959 effective January 1, 1960 except as otherwise specifically provided herein, by and between SYLVANIA-CORNING NUCLEAR CORPORATION (the 'Contractor'), and the UNITED STATES ATOMIC ENERGY COMMISSION (the 'Commission'),

WITNESSETH THAT:

WHEREAS, the parties hereto have heretofore entered into a certain agreement known and designated as Sponsored Task CH-4 (hereinafter called the Agreement), such Agreement having been entered into on July 1, 1958, and

WHEREAS, the parties hereto desire to modify said Agreement, as herein provided;

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

1. The following new subparagraph is added to paragraph 1 - Description of Work:

   During the period January 1, 1960 through March 31, 1960, the Contractor shall proceed with the final machining of semi-finished Mark VII-A cores at full capacity.

2. The fixed fee specified in paragraph 3 is increased by $9,500.- as a result of the work added hereby.

3. The completion date of the work stated in paragraph 4 is changed to March 31, 1960.

4. The amount obligated by paragraph 5 is increased by $133,100.- as a result of the work added hereby. The revised amount of the Agreement is now as follows:

	Estimated Cost	Fixed Fee	Total
Obligated Thru Mod. #1	$293,302.-	$17,610.-	$310,912.-
This Mod. #2	123,600.-	9,500.-	133,100.-
	416,902.-	27,110.-	444,012.-

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Except as otherwise provided in this Modification, all the provisions of the agreement as heretofore modified or supplemented shall remain in full force and effect.

SYLVANIA-CORNING NUCLEAR CORPORATION

By: Garth W. Edwards

Garth W. Edwards

Title: Treasurer

U. S. ATOMIC ENERGY COMMISSION
OAK RIDGE OPERATIONS OFFICE

By: R. G. Humphries

R. G. Humphries, Director
Contract Division, ORO

Title:

SPONSORED TASK NO. CH-4
MODIFICATION NO. 3

CONTRACT AT(30-1)-1293

APPENDIX "C"

WORK UNDER PARAGRAPH 2 OF ARTICLE I

This Modification entered into as of the 15th day of March, 1960 by and between SYLVANIA-CORNING NUCLEAR CORPORATION (the 'Contractor'), and the UNITED STATES ATOMIC ENERGY COMMISSION (the 'Commission'),

WITNESSETH THAT:

WHEREAS, the parties hereto have heretofore entered into a certain agreement known and designated as Sponsored Task CH-4 (hereinafter called the Agreement), such Agreement having been entered into on July 1, 1959, and

WHEREAS, said Agreement has been modified heretofore in a number of respects, and the parties hereto desire to modify said Agreement further, as herein provided;

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

1. The following new subparagraph is added to paragraph 1 - Description of Work:

   During the period April 1, 1960 through June 30, 1960, the Contractor shall proceed with the final machining of semi-finished Mark VII-A cores in the quantities specified by a confidential letter dated March 4, 1960 from C. L. Karl, Manager of the Commission's Fernald Area Office to the Contractor and which letter is incorporated herein by reference.

2. The fixed fee specified in paragraph 3 is increased by $5,020.- as a result of the work added hereby.

3. The completion date of the work stated in paragraph 4 is changed to June 30, 1960.

4. The amount obligated by paragraph 5 is increased by $88,810.- as a result of the work added hereby. The revised amount of the Agreement is now as follows:

	Estimated Cost	Fixed Fee	Total
Obligated Thru Mod. #2	$416,902.	$27,110.	$444,012.
This Mod. #3	83,790.	5,020.	88,810.
	$500,692.	$32,130.	$532,822.

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Except as otherwise provided in this Modification, all the provisions of the agreement as heretofore modified or supplemented shall remain in full force and effect.

SYLVANIA-CORNING NUCLEAR CORP.

By: Garth W. Edwards
Garth W. Edwards

Title Treasurer

U. S. ATOMIC ENERGY COMMISSION
OAK RIDGE OPERATIONS OFFICE

By: J. R. Jaquine

Title: MANAGER OAK RIDGE OPERATIONS

SPONSORED TASK NO. CH-4
MODIFICATION NO. 4

CONTRACT AT-(30-1)-1293

APPENDIX "C"

WORK UNDER PARAGRAPH 2 OF ARTICLE I

This Modification entered into as of the 30th day of June, 1960, by and between SYLVANIA-CORNING NUCLEAR CORPORATION (the "Contractor"), and the UNITED STATES ATOMIC ENERGY COMMISSION (the "Commission");

WITNESSETH THAT:

WHEREAS, the parties hereto have heretofore entered into a certain agreement known and designated as Sponsored Task CH-4 (hereinafter called the "Agreement"), such Agreement having been entered into on July 1, 1959; and

WHEREAS, said Agreement has been modified heretofore in a number of respects, and the parties hereto desire to modify said Agreement further, as herein provided;

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

1. The following new subparagraph is added to Paragraph 1. - Description of Work:

> During the period July 1, 1960, through September 30, 1960, the Contractor shall proceed at full capacity with the final machining of semi-finished Mark VII-A cores as heretofore provided in the contract and in accordance with the confidential letter dated June 7, 1960, from C. L. Karl, Manager of the Commission's Fernald Area Office to the Contractor, which letter is hereby incorporated herein by reference.

2. The fixed fee specified in Paragraph 3. is hereby increased by $3,490 as a result of the work added hereby; provided, however, that if the Contractor is not successful in producing briquettes and reverts to oxidation of scrap during the period of this extension, the parties agree to negotiate in good faith an appropriate reduction of the fixed fee.

3. The completion date of the work stated in Paragraph 4. is changed to September 30, 1960.

4. The amount obligated by Paragraph 5. is increased by $61,640.- yet to P.E as a result of the work added hereby. The revised amount of the Agreement is now as follows:

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	Estimated Cost	Fixed Fee	Total
Obligated thru Mod. #3	$500,692	$32,130	$532,822
	58,150 G.W.E. R.E.		61,640 G.W.E. R.E.
This Mod. #4	~~61,640~~	3,490	~~65,130~~
	~~$562,332~~	$35,620	~~$597,952~~
	$558,842 G.W.E. R.E.		$594,462 G.W.E. R.E.

Except as otherwise provided in this Modification, all the provisions of the Agreement as heretofore modified or supplemented shall remain in full force and effect.

SYLVANIA-CORNING NUCLEAR CORPORATION

BY: Garth W. Edwards

Garth W. Edwards

TITLE: Treasurer

U. S. ATOMIC ENERGY COMMISSION
OAK RIDGE OPERATIONS OFFICE

BY: Ralph Elson

Ralph Elson

TITLE: Acting Director, Contract Division

SPONSORED TASK NO. CH-4
MODIFICATION NO. 5

CONTRACT AT-(30-1)-1293

APPENDIX "C"

WORK UNDER PARAGRAPH 2 OF ARTICLE I

This Modification entered into as of the 30th day of September 1960, by and between SYLVANIA-CORNING NUCLEAR CORPORATION (the "Contractor"), and the UNITED STATES ATOMIC ENERGY COMMISSION (the "Commission");

WITNESSETH THAT:

WHEREAS, the parties hereto have heretofore entered into a certain agreement known and designated as Sponsored Task CH-4 (hereinafter called the "Agreement"), such Agreement having been entered into on July 1, 1959; and

WHEREAS, said Agreement has been modified heretofore in a number of respects, and the parties hereto desire to modify said Agreement further, as herein provided;

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

1. The following new subparagraph is added to Paragraph 1. - Description of Work:

> During the period October 1, 1960, through March 31, 1961, the Contractor shall proceed at full capacity with the final machining of semi-finished Mark VII-A cores as heretofore provided in the contract and in accordance with the classified letter dated September 9, 1960, from C. L. Karl, Manager of the Commission's Fernald Area Office to the Contractor, which letter is hereby incorporated herein by reference.

2. The fixed fee specified in Paragraph 3. is hereby increased by $8,900 as a result of the work added hereby.

3. The completion date of the work stated in Paragraph 4. is changed to March 31, 1961.

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4. The amount obligated by Paragraph 5. is increased by $157,200 as a result of the work added hereby. The revised amount of the Agreement is now as follows:

	Estimated Cost	Fixed Fee	Total
Obligated thru Mod. #4	$558,842	$35,620	$594,462
This Mod. #5	148,300	8,900	157,200
	$707,142	$44,520	$751,662

Except as otherwise provided in this Modification, all the provisions of the Agreement as heretofore modified or supplemented shall remain in full force and effect.

SYLVANIA-CORNING NUCLEAR CORPORATION

BY: Lee L. Davenport

TITLE: PRESIDENT

U. S. ATOMIC ENERGY COMMISSION
OAK RIDGE OPERATIONS OFFICE

BY: R. G. Humphries

R. G. Humphries

TITLE: Director, Contract Division, OROO

SPONSORED TASK NO. CH-4
MODIFICATION NO. 6

CONTRACT AT-(30-1)-1293

APPENDIX "C"

WORK UNDER PARAGRAPH 2 OF ARTICLE I

THIS MODIFICATION, entered into as of the 6th day of February, 1961, by and among the UNITED STATES OF AMERICA (hereinafter called the "Government"), acting through the UNITED STATES ATOMIC ENERGY COMMISSION (hereinafter called the "Commission"), SYLVANIA-CORNING NUCLEAR CORPORATION (hereinafter called the "Original Contractor"), and SYLVANIA ELECTRIC PRODUCTS, INC., SYLCOR DIVISION (hereinafter called the "Successor Contractor" or the "Contractor");

WITNESSETH THAT:

WHEREAS, the Government and the Original Contractor entered into a certain agreement known and designated as Sponsored Task CH-4 (hereinafter called the "Agreement"), such Agreement having been entered into on July 1, 1959, and having been modified heretofore by Modifications 1 through 5; and

WHEREAS, at a meeting of the Board of Directors of the Original Contractor held on December 20, 1960, official action was taken to dissolve the corporate structure of the Original Contractor and to establish the Original Contractor as a division of Sylvania Electric Products, Inc., effective January 1, 1961; and

WHEREAS, the Successor Contractor has acquired all of the assets of the Original Contractor and has assumed all of the liabilities and obligations of the Original Contractor; and

WHEREAS, the parties hereto desire to modify said Agreement further, to provide for the continued performance thereof by the Successor Contractor, and to provide additional changes as hereinafter set forth;

NOW, THEREFORE, the parties hereto agree that the Agreement, as heretofore modified, is hereby modified further in the following particulars, but in no others:

1. Effective January 1, 1961, wherever the word "Contractor" appears in this Agreement, it shall be deemed to mean Sylvania Electric Products, Inc., Sylcor Division.

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2. The Successor Contractor shall perform all obligations and assume all liabilities of the Original Contractor as set forth in said Agreement, as amended, which have not been previously performed and satisfied. The Successor Contractor hereby ratifies and confirms all actions heretofore taken by the Original Contractor with respect to said Agreement with the same force and effect as if the action had been taken by the Successor Contractor.

3. The Original Contractor hereby confirms the assignment, conveyance and transfer of the Agreement to the Successor Contractor, and does hereby release and discharge the Government and the Commission from, and does hereby waive, any and all claims, demands, and rights against the Government and/or the Commission which the Original Contractor now has or may hereafter have in connection with said Agreement.

4. The Government hereby recognizes the Successor Contractor as the Original Contractor's successor in interest in and to the Agreement. The Successor Contractor hereby becomes entitled to all right, title, and interest of the Original Contractor in and to said Agreement in all respects as if the Successor Contractor were the original party to said Agreement.

5. Except as expressly provided herein, nothing in this Agreement shall be construed as a waiver of any rights of the Government and/or Commission against the Original Contractor.

6. Notwithstanding the foregoing provisions, all payments and reimbursements heretofore made by the Government to the Original Contractor or to the Successor Contractor, and all other action heretofore taken by the Government and/or the Commission, pursuant to its and/or their obligations under the Agreement, shall be deemed to have discharged pro tanto the obligations of the Government and/or the Commission under said Agreement. All payments and reimbursements made by the Government after the date of this Agreement in the name of or to the Original Contractor shall have the same force and effect as if made to the Successor Contractor and shall constitute a complete discharge of the obligations of the Government and/or the Commission under said Agreement, to the extent of the amounts so paid or reimbursed.

7. Delete the subparagraph added to Paragraph 1. - Description of Work by Modification No. 5 to the Agreement and substitute therefor the following:

> "During the period October 1, 1960, through March 31, 1961, the Contractor shall proceed with the final machining of semi-finished Mark VII-A cores as heretofore provided in the Agreement and in accordance with the classified letters dated September 9, 1960, and December 21, 1960, from C. L. Karl, Manager of the

Commission's Fernald Area Office, to the Contractor and Contractor's letter dated January 5, 1961, to Mr. Karl, which letters are hereby incorporated herein by reference."

8. The fixed fee specified in Paragraph 3. is hereby increased by $494.00, reflecting adjustments in fee resulting from the changes in the scope of work referred to in 7. above and a reduction in fee of $266.00 for the period July 1, 1960, through September 30, 1960, agreed by the parties as provided in Paragraph 2. of Modification No. 4.

9. The amount obligated by Paragraph 5. is increased by $13,194.00 as a result of the changes in work and adjustments made herein. The revised amount of the Agreement is now as follows:

	Estimated Cost	Fixed Fee	Total
Obligated thru Modification No. 5	$707,142.00	$44,520.00	$751,662.00
This Modification No. 6	12,700.00	494.00	13,194.00
	$719,842.00	$45,014.00	$764,856.00

Except as otherwise provided in this modification, all the provisions of the Agreement as heretofore modified or supplemented shall remain in full force and effect.

UNITED STATES OF AMERICA

BY: UNITED STATES ATOMIC ENERGY COMMISSION
OAK RIDGE OPERATIONS OFFICE

BY: R. G. Humphries

TITLE: Director, Contract Division, OROO

SYLVANIA-CORNING NUCLEAR CORPORATION

BY: Lee R. Davenport

TITLE: President

SYLVANIA ELECTRIC PRODUCTS, INC.

BY: Lee R. Davenport

TITLE: General Manager

WITNESSES:

Hicksville, New York
(Address)

Hicksville, New York
(Address)

SPONSORED TASK NO. CH-4
MODIFICATION NO. 7

CONTRACT AT-(30-1)-1293

APPENDIX "C"

WORK UNDER PARAGRAPH 2 OF ARTICLE I

THIS MODIFICATION, entered into as of the 28th day of April, 1961, by and between the UNITED STATES OF AMERICA (hereinafter called the "Government"), acting through the UNITED STATES ATOMIC ENERGY COMMISSION (hereinafter called the "Commission"), and SYLVANIA ELECTRIC PRODUCTS, INC., SYLCOR DIVISION (hereinafter called the "Contractor");

WITNESSETH THAT:

WHEREAS, the Government and the Contractor entered into a certain agreement known and designated as Sponsored Task CH-4 (hereinafter called the "Agreement"), such agreement having been entered into on July 1, 1959, and having been modified heretofore by Modifications 1 - 6; and

WHEREAS, the parties hereto desire to modify said agreement further as herein provided;

NOW, THEREFORE, the parties hereto agree that the Agreement, as heretofore modified, is hereby modified further in the following particulars, but in no others:

1. The following new subparagraph is added to Paragraph 1., Description of Work:

> "During the period April 1, 1961, through September 30, 1961, the Contractor shall proceed with the final machining of semi-finished Mark VII-A cores as heretofore provided in the Agreement and in accordance with the classified letter dated March 16, 1961, from C. L. Karl, Manager of the Commission's Fernald Area Office, to the Contractor and Contractor's letter dated March 27, 1961, which letters are hereby incorporated herein by reference."

2. The fixed fee specified in Paragraph 3. is hereby increased by $7,670.00 as a result of the work added hereby.

3. The completion date of the work stated in Paragraph 4 is changed to September 30, 1961.

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4. The amount obligated by Paragraph 5. is increased by $135,460.00 as a result of the work added hereby. The revised amount of the Agreement is now as follows:

	Estimated Cost	Fixed Fee	Total
Obligated thru Modification No. 6	$719,842.00	$45,014.00	$764,856.00
This Modification No. 7	127,790.00	7,670.00	135,460.00
	$847,632.00	$52,684.00	$900,316.00

Except as otherwise provided in this modification, all the provisions of the Agreement as heretofore modified or supplemented shall remain in full force and effect.

UNITED STATES OF AMERICA

BY: UNITED STATES ATOMIC ENERGY COMMISSION
OAK RIDGE OPERATIONS OFFICE

BY: _____
R. G. Humphries

TITLE: Director, Contract Division, OROO

WITNESSES:

_____
M. C. Cullen
Hicksville, N.Y.
(Address)

_____
G. Golden
Hicksville, N.Y.
(Address)

SYLVANIA ELECTRIC PRODUCTS, INC.
SYLCOR DIVISION

BY: _____
D. B. Metz

TITLE: Manufacturing Manager

SPONSORED TASK NO. CH-4
MODIFICATION NO. 8

CONTRACT AT-(30-1)-1293

APPENDIX "C"

WORK UNDER PARAGRAPH 2 OF ARTICLE I

THIS MODIFICATION, entered into as of the 3rd day of October, 1961, by and between the UNITED STATES OF AMERICA (hereinafter called the "Government"), acting through the UNITED STATES ATOMIC ENERGY COMMISSION (hereinafter called the "Commission"), and SYLVANIA ELECTRIC PRODUCTS, INC., SYLCOR DIVISION (hereinafter called the "Contractor");

WITNESSETH THAT:

WHEREAS, the Government and the Contractor entered into a certain agreement known and designated as Sponsored Task CH-4 (hereinafter called the "Agreement"), such agreement having been entered into on July 1, 1959, and having been modified heretofore by Modifications 1 - 7; and

WHEREAS, the parties hereto desire to modify said agreement further as herein provided;

NOW, THEREFORE, the parties hereto agree that the Agreement, as heretofore modified, is hereby modified further in the following particulars, but in no others:

1. The following new subparagraph is added to Paragraph 1., Description of Work:

> "During the period October 1, 1961, through March 31, 1962, the Contractor shall proceed with the final machining of semifinished Mark VII-A cores as heretofore provided in the Agreement and in accordance with the classified letter dated August 28, 1961, from C. L. Karl, Manager of the Commission's Cincinnati Area Office, to the Contractor and Contractor's letter dated September 13, 1961, which letters are hereby incorporated herein by reference."

2. The fixed fee specified in Paragraph 3. is hereby increased by $7,950.00 as a result of the work added hereby.

3. The completion date of the work stated in Paragraph 4. is changed to March 31, 1962.

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4. The amount obligated by Paragraph 5. is increased by $140,440.00 as a result of the work added hereby. The revised amount of the Agreement is now as follows:

	Estimated Cost	Fixed Fee	Total
Obligated thru Modification No. 7	$847,632.00	$52,684.00	$900,316.00
This Modification No. 8	132,490.00	7,950.00	140,440.00
	$980,122.00	$60,634.00	$1,040,756.00

Except as otherwise provided in this modification, all the provisions of the Agreement as heretofore modified or supplemented shall remain in full force and effect.

UNITED STATES OF AMERICA

BY: UNITED STATES ATOMIC ENERGY COMMISSION
OAK RIDGE OPERATIONS OFFICE

BY: R. G. Humphries

TITLE: Director, Contract Division, OROO

WITNESSES:

Grace Golden
Hicksville, New York
(Address)

Milton Boll
Hicksville, New York
(Address)

SYLVANIA ELECTRIC PRODUCTS, INC.
SYLCOR DIVISION

BY: D. B. Metz

TITLE: Manufacturing Manager

SPONSORED TASK NO. CH-4
MODIFICATION NO. 9

CONTRACT AT-(30-1)-1293

APPENDIX "C"

WORK UNDER PARAGRAPH 2 OF ARTICLE I

THIS MODIFICATION, entered into as of the 26th day of February, 1962, by and between the UNITED STATES OF AMERICA (hereinafter called the "Government"), acting through the UNITED STATES ATOMIC ENERGY COMMISSION (hereinafter called the "Commission"), and SYLVANIA ELECTRIC PRODUCTS, INC., SYLCOR DIVISION (hereinafter called the "Contractor");

WITNESSETH THAT:

WHEREAS, the Government and the Contractor entered into a certain agreement known and designated as Sponsored Task CH-4 (hereinafter called the "Agreement"), such agreement having been entered into on July 1, 1959, and having been modified heretofore by Modifications 1 - 8; and

WHEREAS, the parties hereto desire to modify said agreement further as herein provided;

NOW, THEREFORE, the parties hereto agree that the Agreement, as heretofore modified, is hereby modified further in the following particulars, but in no others:

The subparagraph added to Paragraph 1, Description of Work, by Modification No. 8, is hereby modified as follows:

> In the seventh line of said subparagraph, immediately following the date "September 13, 1961", insert the following words: "and in accordance with the classified letter dated February 1, 1962, from C. L. Karl, Manager of the Commission's Cincinnati Area Office, to the Contractor and Contractor's letter dated February 2, 1962."

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Except as otherwise provided in this modification, all the provisions of the Agreement as heretofore modified or supplemented shall remain in full force and effect.

UNITED STATES OF AMERICA

BY: UNITED STATES ATOMIC ENERGY COMMISSION
OAK RIDGE OPERATIONS OFFICE

BY: R. G. Humphries

TITLE: Director, Contract Division, ORO

WITNESSES:

Grace Sweden
Hicksville N.Y.
(Address)

Barbara Ann Zito
Hicksville, N.Y.
(Address)

SYLVANIA ELECTRIC PRODUCTS, INC.
SYLCOR DIVISION

BY: D. B. Metz

TITLE: Manufacturing Manager
SYLCOR DIVISION

SPONSORED TASK NO. CH-4
MODIFICATION NO. 10

CONTRACT AT-(30-1)-1293

APPENDIX "C"

WORK UNDER PARAGRAPH 2 OF ARTICLE I

THIS MODIFICATION, entered into as of the 28th day of March, 1962, by and between the UNITED STATES OF AMERICA (hereinafter called the "Government"), acting through the UNITED STATES ATOMIC ENERGY COMMISSION (hereinafter called the "Commission"), and SYLVANIA ELECTRIC PRODUCTS, INC., SYLCOR DIVISION (hereinafter called the "Contractor");

WITNESSETH THAT:

WHEREAS, the Government and the Contractor entered into a certain agreement known and designated as Sponsored Task CH-4 (hereinafter called the "Agreement"), such Agreement having been entered into on July 1, 1959, and having been modified heretofore by Modifications 1 - 9; and

WHEREAS, the parties hereto desire to modify said Agreement further as herein provided;

NOW, THEREFORE, the parties hereto agree that the Agreement, as heretofore modified, is hereby modified further in the following particulars, but in no others:

1. The following new subparagraph is added to Paragraph 1., Description of Work:

> "During the period April 1, 1962, through September 30, 1962, the Contractor shall proceed with the final machining of semi-finished Mark VII-A cores as heretofore provided in the Agreement and in accordance with the classified letter dated February 1, 1962, from C. L. Karl, Manager of the Commission's Cincinnati Area Office to the Contractor and Contractor's letter dated March 8, 1962, which letters are hereby incorporated herein by reference."

2. The fixed-fee specified in Paragraph 3. is hereby increased by $8,120.00 as a result of the work added hereby.

3. The completion date of the work stated in Paragraph 4. is changed to September 30, 1962.

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4. The amount obligated by Paragraph 5. is increased by $143,460.00 as a result of the work added thereby. The revised amount of the Agreement is now as follows:

	Estimated Cost	Fixed Fee	Total
Obligated thru Modification No. 9	$ 980,122.00	$60,634.00	$1,040,756.00
This Modification No. 10	135,340.00	8,120.00	143,460.00
	$1,115,462.00	$68,754.00	$1,184,216.00

Except as otherwise provided in this modification, all the provisions of the Agreement as heretofore modified or supplemented shall remain in full force and effect.

UNITED STATES OF AMERICA

BY: UNITED STATES ATOMIC ENERGY COMMISSION
OAK RIDGE OPERATIONS OFFICE

BY: R. G. Humphries

TITLE: R. G. Humphries
Director, Contract Division, ORQO

WITNESSES:

M. Goll

Hicksville NY
(Address)

Grace Gaeden

Hicksville NY
(Address)

SYLVANIA ELECTRIC PRODUCTS, INC.
SYLCOR DIVISION

BY: D B Metz

TITLE: D. B. Metz
Manufacturing Manager

SPONSORED TASK NO. CH-4
MODIFICATION NO. 11

CONTRACT AT-(30-1)-1293

APPENDIX "C"

WORK UNDER PARAGRAPH 2 OF ARTICLE I

THIS MODIFICATION, entered into as of the 28th day of September, 1962, by and between the UNITED STATES OF AMERICA (hereinafter called the "Government"), acting through the UNITED STATES ATOMIC ENERGY COMMISSION (hereinafter called the "Commission"), and SYLVANIA ELECTRIC PRODUCTS, INC., SYLCOR DIVISION (hereinafter called the "Contractor");

WITNESSETH THAT:

WHEREAS, the Government and the Contractor entered into a certain agreement known and designated as Sponsored Task CH-4 (hereinafter called the "Agreement"), such Agreement having been entered into on July 1, 1959, and having been modified heretofore by Modifications 1 - 10; and

WHEREAS, the parties hereto desire to modify said Agreement further as herein provided;

NOW, THEREFORE, the parties hereto agree that the Agreement, as heretofore modified, is hereby modified further in the following particulars, but in no others:

1. The following new subparagraph is added to Paragraph 1, Description of Work:

> "During the period October 1, 1962, through December 31, 1962, the Contractor, in accordance with the letters dated August 7, 1962, and August 30, 1962, from C. L. Karl, Manager of the Commission's Cincinnati Area Office, to the Contractor, and the Contractor's letter dated September 11, 1962, which letters are hereby incorporated herein by reference, shall proceed with (1) the final machining of semi-finished Mark VII-A cores as heretofore provided in the Agreement and in said letters; (2) the nondestructive testing of the salt-oil heat treated cores supplied by the Contractor under Sponsored Task CH-4; and (3) the close-out activities required to complete Sponsored Task CH-4."

2. The fixed-fee specified in Paragraph 3. is hereby increased by $3,020.00 as a result of the work added thereby.

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3. The completion date of the work stated in Paragraph 4. is changed to December 31, 1962.

4. The amount obligated by Paragraph 5. is increased by $53,360.00 as a result of the work added thereby. The revised amount of the Agreement is now as follows:

	Estimated Cost	Fixed Fee	Total
Obligated thru Modification No. 10	$1,115,462.00	$68,754.00	$1,184,216.00
This Modification No. 11	50,340.00	3,020.00	53,360.00
	$1,165,802.00	$71,774.00	$1,237,576.00

Except as otherwise provided in this modification, all the provisions of the Agreement as heretofore modified or supplemented shall remain in full force and effect.

UNITED STATES OF AMERICA

BY: UNITED STATES ATOMIC ENERGY COMMISSION
OAK RIDGE OPERATIONS OFFICE

BY: R. G. Humphriss

TITLE: Director, Contract Division, ORO

WITNESSES:

Grace Breeden

Hicksville NY
(Address)

Miriam Lee

Hicksville NY
(Address)

SYLVANIA ELECTRIC PRODUCTS, INC.
SYLCOR DIVISION

BY: D. B. Metz

TITLE: Manufacturing Manager

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SPONSORED TASK NO. CH-4
MODIFICATION NO. 12

CONTRACT AT-(30-1)-1293

APPENDIX "C"

WORK UNDER PARAGRAPH 2 OF ARTICLE I

THIS MODIFICATION, entered into as of the 19th day of December, 1962, by and between the UNITED STATES OF AMERICA (hereinafter called the "Government"), acting through the UNITED STATES ATOMIC ENERGY COMMISSION (hereinafter called the "Commission"), and SYLVANIA ELECTRIC PRODUCTS, INC., SYLCOR DIVISION (hereinafter called the "Contractor");

WITNESSETH THAT:

WHEREAS, the Government and the Contractor entered into a certain agreement known and designated as Sponsored Task CH-4 (hereinafter called the "Agreement"), such Agreement having been entered into on July 1, 1959, and having been modified heretofore by Modifications Nos. 1 - 11; and

WHEREAS, the parties hereto desire to modify said Agreement further as herein provided;

NOW, THEREFORE, the parties hereto agree that the Agreement, as heretofore modified, is hereby modified further in the following particulars, but in no others:

1. The following new subparagraph is added to Paragraph 1, Description of Work:

"Notwithstanding the preceding subparagraph, during the period December 1, 1962, through January 31, 1963, the Contractor shall proceed with the final machining of semifinished Mark VII-A cores and the close-out activities required to complete Sponsored Task CH-4, as heretofore provided in the Agreement and in accordance with the Contractor's letter dated November 30, 1962, and the letter dated November 27, 1962, from C. L. Karl, Area Manager of the Commission's Cincinnati Area Office to the Contractor, which letters are hereby incorporated herein by reference."

2. The fixed fee specified in Paragraph 3 is hereby increased by $1,210.00 as a result of the work added thereby.

3. The completion date of the work stated in Paragraph 4 is changed to January 31, 1963.

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4. The amount obligated by Paragraph 5 is increased by $21,390.00 as a result of the work added thereby. The revised amount of the Agreement is now as follows:

	Estimated Cost	Fixed Fee	Total
Obligated thru Modification No. 11	$1,165,802.00	$71,774.00	$1,237,576.00
This Modification No. 12	20,180.00	1,210.00	21,390.00
	$1,185,982.00	$72,984.00	$1,258,966.00

Except as otherwise provided in this modification, all the provisions of the Agreement as heretofore modified or supplemented shall remain in full force and effect.

UNITED STATES OF AMERICA

BY: UNITED STATES ATOMIC ENERGY COMMISSION
OAK RIDGE OPERATIONS OFFICE

BY: _____

R. G. Humphries

TITLE: Director, Contract Division, ORO

WITNESSES:

_____

_____
(Address)

_____

_____
(Address)

SYLVANIA ELECTRIC PRODUCTS, INC.
SYLCOR DIVISION

BY: _____

D. B. Metz

TITLE: Manufacturing Manager

FINAL RELEASE

Contract No. AT(30-1)-1293

Contractor SYLVANIA ELECTRIC PRODUCTS INC.

The work under Contract No. between the UNITED STATES OF AMERICA (represented by the ATOMIC ENERGY COMMISSION) and the Contractor, having been completed and finally accepted, and in consideration of final payment thereunder, the United States of America, its officers and agents, are hereby released from all claims and demands whatsoever arising under or by virtue of said Contract except as follows:

(1) specified claims in stated amounts or in estimated amounts where the amounts are not susceptible of exact statement by the Contractor as follows:

(2) claims, together with reasonable expenses incidental thereto, based upon liabilities of the Contractor to third parties arising out of performance of this Contract; provided that such claims are not known to the Contractor on the date of the execution of the release; and provided further that the Contractor gives notice of such claims in writing to the Contracting Officer not more than six (6) years after the date of the release or the date of any notice to the Contractor that the Government is prepared to make final payment, whichever is earlier; and

(3) claims for reimbursement of costs (other than expenses of the Contractor by reason of any indemnification of the Government against patent liability), including reasonable expenses incidental thereto; incurred by the Contractor under the provisions of this Contract relating to patents.

The Contractor agrees, in connection with patent matters and with claims which are not released as set forth above, that it will comply with all of the provisions of said Contract, including without limitation those provisions relating to notification of the Contracting Officer and relating to the defense or prosecuting of litigation.

Executed this 29th day of June 1966.

Witnesses:

M. Bell

Hicksville, N.Y.
(Address)

Grace Golden

Hicksville, N.Y.
(Address)

SYLVANIA ELECTRIC PRODUCTS INC.
(Contractor)

By: W R Mandaro
W. R. Mandaro
Manufacturing Manager, Sylcor Div.
(Official Title)

GENERAL ASSIGNMENT

KNOW ALL MEN BY THESE PRESENTS, that SYLVANIA ELECTRIC PRODUCTS INC. (Contractor) (a corporation organized and existing under the laws of the State of Delaware, with its principal place of business at Cantiague Rd., Hicksville, N.Y.) has been engaged in performing work under Contract No. AT(30-1)-1293 with the UNITED STATES OF AMERICA (hereinafter called the "Government"), represented by the UNITED STATES ATOMIC ENERGY COMMISSION (hereinafter called the "Commission"), work under said Contract having been (completed and finally accepted) (terminated), and in consideration of the terms of said Contract and final payment thereunder, the Contractor does hereby presently assign and transfer to the Government, to the extent not heretofore assigned or transferred to the Government, (a) any and all subcontracts, purchase orders, and other agreements entered into in the performance of the Contract and all of the rights and interests it may have thereunder, except those listed in Schedule "A" attached hereto, including without limitation transfer of the administration of such subcontracts, purchase orders, and other agreements; and (b) all of its rights to and interests in any refunds, rebates, allowances, accounts receivable, or other credits applicable to or in connection with any expenditures which were allowable costs under the said Contract, except as specifically set forth in Schedule "B," attached hereto and hereby expressly made a part hereof.

In addition, the Contractor does hereby presently assign and transfer to the Government all rights and interests of the Contractor in any refunds, rebates or other credits, applicable to or against any expenditures which were allowable costs under the above-numbered Contract which are not presently known but which may materialize at a later date.

The Contractor agrees to furnish, at the expense of the Government, any and all assistance which may be required of it in connection with the enforcement of the rights or interests herein assigned or the settlement or defense of claims or litigation arising out of the subcontracts, purchase orders, or other agreements herein or heretofore assigned or transferred, such assistance to include furnishing any and all pertinent records, correspondence, documents, and other papers in its possession, and the assistance of employees possessing knowledge of the facts for conference and for attendance in court as witnesses in connection with the enforcement of said rights or the settlement or defense of said claims or litigation.

The Government, for its part, does hereby assume all obligations which the Contractor may have under the subcontracts, purchase orders, and other agreements herein or heretofore assigned or transferred, to the extent that such obligations are allowable costs under the Contract and does hereby release the Contractor from all liability and responsibility for the collection of any of said refunds, rebates, allowances, accounts receivable, or other credits herein assigned, and for the enforcement of any rights, or the defense of any claims or litigation with respect thereto, except as herein provided.

Executed this 29th day of June, 1966.

WITNESSES:

M. Soll

Hicksville, N.Y.
(Address)

Grace Sardin

Hicksville, N.Y.
(Address)

SYLVANIA ELECTRIC PRODUCTS INC.
Contractor

By: W R Mandaro
W. R. Mandaro
Manufacturing Manager, Sylcor Div.
Official Title

ACCEPTANCE BY UNITED STATES OF AMERICA
BY: U. S. ATOMIC ENERGY COMMISSION

BY: _____

TITLE: _____

If the Contractor is a corporation, the following certificate will be executed:

CORPORATE CERTIFICATE

I, _____, certify that I am the _____ of the Corporation executing the foregoing assignment; that _____ who signed the said document on behalf of the assignor, was then _____ _____(officer) of said Corporation; that I know his signature, and his signature thereto is genuine; and that said assignment was duly signed, sealed, and attested for and in behalf of said corporation by authority of its governing body.

(CORPORATE SEAL)

_____