

AMENDMENT NO. 59

TYPED *at 1-3-51*
 PREPARED *CWS 1/4/51*
 APPROVED *v.j.w. 1/5/51*
 " *J.P. 1/5/51*
 " *J.B. 1/8/51*
 "
 "

CONTRACTOR & ADDRESS:

THE HARSHAW CHEMICAL COMPANY
 1945 East 97th Street
 Cleveland 6, Ohio

AMENDMENT FOR:

REVISION OF CURRENT COMPENSATION
 RESPECTING CHEMICAL BS-20

CHANGE IN COMMISSION OBLIGATION:

NONE

CONTRACT REVIEW BOARD

AFPVD *v.j.w. 1/4/51*
 " *v.j.w. 1/5/51*
 " *J.P. 1/8/51*
 " *J.B. 1/8/51*
Prv 1/9

A TRUE COPY

Margaret M. Murray

9403230164 940315
 PDR ADCK 04008724
 B PDR

THIS SUPPLEMENTAL AGREEMENT, entered into the 27th day of December, 1950, by and between THE UNITED STATES OF AMERICA (hereinafter referred to as the "Government") and THE HARSHAW CHEMICAL COMPANY (hereinafter referred to as the "Contractor");

WITNESSETH, THAT:

WHEREAS, on the 27th day of May, 1944, effective as of the 5th day of January, 1944, the Government and the Contractor entered into Contract No. W-7405-eng-276 for the design, equipping and operation of a plant; and

WHEREAS, said contract has heretofore been amended from time to time; and

WHEREAS, it is in the interest of the Government to change the quantity of Chemical BS-20 and the quantity of Chemical PH-30 to be produced under said contract during the three-month period commencing October 1st, 1950; and

WHEREAS, in connection with such change, the pertinent Secret Letter (which is dated as of June 9th, 1950) is being simultaneously amended; and

WHEREAS, this Supplemental Agreement is authorized by law, including the Atomic Energy Act of 1946 and Executive Order No. 9816 dated December 31, 1946, and is in the interest of the common defense and security;

NOW, THEREFORE, the parties hereto do mutually agree that said Contract No. W-7405-eng-276, as heretofore amended with respect to the contract period subsequent to June 30th, 1950, is hereby amended further, but only as follows:

1. Paragraph 3-A of Article I is revised to read as follows:

"3-A. The items to be produced and/or delivered under paragraph 1 of this Article during the period commencing on October 1st, 1950, and ending on December 31st, 1950, are Chemicals BS-20, PH-30 and RX-10. The quantities of such production shall be as set forth in Amendment No. 6 to aforesaid Secret Letter and in full

and complete compensation (except as otherwise provided in this contract) for the Contractor's undertakings and performance under this contract during said three-month period the Government shall make payment to the Contractor as follows with respect to the items so produced and/or delivered:

\$0.68 for each of the first 330,000 pounds of Chemical BS-20;
\$0.1375 for each additional pound of Chemical BS-20;
\$0.27 for each pound of Chemical PH-30, Class A;
\$0.265 for each pound of Chemical PH-30, Class B;
\$0.26 for each pound of Chemical PH-30, Class C;
\$0.20 for each pound of Chemical PH-30, Class D; and
\$0.48 for each pound of Chemical RX-10."

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

THE UNITED STATES OF AMERICA

BY: UNITED STATES ATOMIC ENERGY COMMISSION

By: /s/ H. B. Fry
Authorized Representative of the
U. S. Atomic Energy Commission

Witnesses as to
Contractor:

/s/ B. C. Wilson
1690 Hower Avenue
E. Cleveland 12, Ohio
(address)

/s/ C. A. Stewart
1310 East 91st Street
Cleveland 6, Ohio
(address)

THE HARSHAW CHEMICAL COMPANY

By: /s/ Wm. D. Stillwell
Manager
Operational Statistics and Procedures
(Title)