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AUG 3 1962

C. M. BRINCKERHOFF

THE ANACONDA COMPANY

25 Broadway

New York 4, N.Y.

July 9, 1962

OFFICE OF THE
METALLURGICAL MANAGER

American Chemet Corporation
105 W. Madison Street
Chicago 2, Illinois

Attention: Mr. W. W. Shropshire, President

Gentlemen:

Our contract with you dated November 29, 1961, in which Anaconda agrees to sell and American Chemet Corporation agrees to buy copper scale, paragraph 7, "Payment for Scale", provides that you make prompt settlement for each delivery of copper scale as soon as the governing assay for such settlement has been determined, etc.

In view of our long business association with the American Chemet Corporation, we are willing to modify this paragraph 7, as follows:

"Settlements hereunder shall be made at Anaconda's office at Great Falls, Montana, within thirty (30) days after the end of each month in which the scale is delivered to you."

If the foregoing is acceptable to you, please sign and return to us the enclosed copy of this letter, whereupon the contract shall be deemed further amended in accordance with the terms hereof.

Very truly yours,

THE ANACONDA COMPANY

By /s/ T. K. Graham

ACCEPTED AND AGREED:

AMERICAN CHEMET CORPORATION

By /s/ W. W. Shropshire,
President

PNYC 00011769

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JAN 2 1962

C. M. BRINCKERHOFF

THE ANACONDA COMPANY

25 Broadway, New York 4, N.Y.

OFFICE OF THE VICE PRESIDENT
IN CHARGE OF OPERATIONS

November 29, 1961

American Chemet Corporation
105 West Madison Street
Chicago, Illinois

Gentlemen:

This letter will confirm the agreement between THE ANACONDA COMPANY, herein called "Anaconda", and the AMERICAN CHEMET CORPORATION, herein called "Chemet", whereby Anaconda will sell to Chemet and Chemet will purchase from Anaconda copper scale in the quantity and upon the terms and conditions hereinafter set forth:

1. QUANTITY:

Chemet's requirements of copper scale each month up to the total amount of clean copper scale produced in the Rod Mill of the Anaconda Wire and Cable Company at Great Falls, Montana, in that month.

2. QUALITY:

Anaconda will at its expense burn the copper scale for removal of moisture and grease prior to delivery hereunder. It is understood and agreed that Anaconda does not guarantee the analysis of the scale, its color or its physical properties.

3. DELIVERY:

The copper scale will be delivered in bulk F.O.B. railway cars or trucks, at Chemet's option, at the Anaconda Wire and Cable Company rod mill at Great Falls, Montana. At Chemet's request shipment will be made in suitable containers, in which event the cost of the containers and any additional handling charges will be for the account of Chemet.

4. SAMPLING, WEIGHING AND ASSAYING:

Anaconda weights and samples taken as the copper scale is packaged or loaded at Great Falls will govern in making settlement hereunder. One portion of each such

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sample will be assayed for copper content by Anaconda and one portion will be sent to Chemet for such assay. Upon advice from Chemet that its assay has been completed, results will be crossed in the mail. If the assays of the parties for the copper content of the sample portions agree within 0.3%, the average of the two assays will govern in making settlement hereunder. If such assays do not agree within 0.3%, the samples shall be reassayed for copper content by both parties, and the average of the two reassays will govern in making settlement hereunder if such reassays agree within 0.3%. If such reassays still do not agree within 0.3%, the reassays shall be disregarded for all purposes hereunder and a third portion of the sample will be sent to an umpire assayer agreeable to both parties. If the assay of the umpire for copper content falls between the original assays of the parties, the umpire's assay shall govern in making settlement hereunder, but if the umpire's assay falls outside the results of such original assays of the parties, then the original assay of the party which is nearer the umpire's assay shall govern in making such settlement. The cost of the umpire assay shall be paid by the party whose original assay result differs most widely from the assay result of the umpire.

5. PRICE FOR SCALE:

Chemet shall pay Anaconda for 100.0% of the copper content of the copper scale delivered hereunder (as determined by assay as above set forth) at the average price for electrolytic copper at domestic refinery quoted by the Engineering and Mining Journal for the month preceding the month of delivery of the scale, less one cent (\$0.01) per pound of copper.

6. FREIGHT:

Chemet will pay all freight charges on scale delivered hereunder. Amounts which Anaconda may advance for freight charges on such shipments shall be repaid by Chemet to Anaconda upon demand.

7. PAYMENT FOR SCALE:

Chemet will make prompt settlement for each delivery of copper scale as soon as the governing assay for such settlement has been determined. In the event that the assay governing a particular delivery has not been determined by the time the next monthly delivery of copper scale

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November 29, 1961

is due hereunder, Chemet will pay Anaconda on account an amount equal to the price for 85% of the copper contained in the scale (estimated) before said next delivery is made, and will pay the balance of the price to Anaconda promptly after determination of the governing assay and computation of the total price.

Anaconda may from time to time require settlement hereunder to be made by sight draft attached to bill of lading for an amount equal to the price for 85% of the copper contained in the scale (estimated), the balance of the price to be paid upon determination of the governing assay.

8. TERM OF AGREEMENT:

The term of this agreement shall be from December 1, 1961, through December 31, 1962, and thereafter until cancelled by either party by giving 30 days' notice in writing to the other party.

If the foregoing is in accordance with your understanding and is acceptable to you, please so indicate by signing the copy of this letter enclosed herewith and returning same to me, whereupon this will be a binding agreement between our companies in accordance with its terms.

Yours very truly,

THE ANACONDA COMPANY

By/s/ R. S. Newlin
Vice President

ACCEPTED AND AGREED:

AMERICAN CHEMET CORPORATION

By /s/ W. W. Shropshire

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COPY

THE ANACONDA COMPANY

GREAT FALLS REDUCTION DEPARTMENT
GREAT FALLS, MONTANA

FLOYD S. WEINER
MANAGER



August 29, 1957

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REC'D & NEED

SEP 3 1957

ACK. _____

Mr. R. B. Caples
Vice President
The Anaconda Company
25 Broadway, Room 1720
New York 4, New York

Dear Cape:

I am enclosing herewith, for your files, a copy
of a letter agreement with the American Chemet Corporation
for the purchase of Zinc Plant Casting Baghouse Fume.

Yours very truly,

FSW:ON

Enclosure

cc: Mr. C. E. Weed ✓
Mr. E. S. McGlone
Mr. C. H. Steele
Mr. W. K. Daly
Mr. J. T. Finlen
Mr. W. C. Roney
Mr. D. R. Nelson
Mr. W. A. Emanuel
Mr. T. K. Graham
Mr. W. D. Martin
Mr. W. P. Sneddon
Mr. D. E. Leary
Mr. W. H. Staats
Mr. R. J. Lapee
Mr. G. T. Wever

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