

UNITED STATES
ATOMIC ENERGY COMMISSION
WASHINGTON 25, D. C.

Handwritten signature

Indemnity B-9
Agreement
No.

This indemnity agreement B-9
by and between the General Dynamics Corporation

is entered into

(hereinafter referred to as the "licensee") and the United States Atomic Energy Commission (hereinafter referred to as the "Commission") pursuant to subsection 170c of the Atomic Energy Act of 1954, as amended (hereinafter referred to as "the Act").

ARTICLE I

As used in this agreement,

1. "Nuclear reactor," "byproduct material," "person," "source material," and "special nuclear material," shall have the meanings given them in the Atomic Energy Act of 1954, as amended, and the regulations issued by the Commission.

2. Except where otherwise specifically provided, "Amount of financial protection" means the amount specified in Item 2 a and b, of the Attachment annexed hereto, as modified by paragraph 6, Article II, with respect to common occurrences.

3.(a) "Nuclear incident" means any occurrence or series of occurrences at the location or in the course of transportation causing bodily injury, sickness, disease, or death, or loss of or damage to property, or loss of use of property, arising out of or resulting from the radioactive, toxic, explosive, or other hazardous properties of the radioactive material.

(b) Any occurrence or series of occurrences causing bodily injury, sickness, disease or death, or loss of or damage to property, or loss of use of property, arising out of or resulting from the radioactive, toxic, explosive or other hazardous properties of

1. The radioactive material discharged or dispersed from the location over a period of days, weeks, months or longer and also arising out of such properties of other material defined as "the radioactive material" in any other agreement or agreements entered into by the Commission under subsection 170 c or k of the Act and so discharged or dispersed from "the location" as defined in any such other agreement, or

UNITED STATES ATOMIC ENERGY COMMISSION

ATTACHMENT

Indemnity Agreement No. B-9

Item 1 - Licensee General Dynamics Corporation

Address General Atomic Division
 P. O. Box 698
 San Diego 12, California

Item 2 - a. Amount of financial protection - \$250,000 from 12:01 A.M., September 26, 1957 to 12:01 A.M., May 7, 1960, inclusive, and \$1,500,000 subsequent to 12:01 A.M., May 7, 1960.

b. With respect to any nuclear incident, the amount specified in Item 2a of this Attachment shall be deemed to be reduced to the extent that any payment made by the insurer or insurers under a policy or policies specified in Item 5 of this Attachment reduces the aggregate amount of such insurance policies below the amount specified in Item 2a.

Item 3 - License number or numbers

CX-3 (From 12:01 A.M., September 26, 1957 to 12:00 P.M.,
 March 15, 1960, inclusive)
R-38 (From 12:01 A.M., May 3, 1958)
R-67 (From 12:01 A.M., July 1, 1960)

Item 4 - Location

With respect to License Nos. R-38 and R-67:

All buildings and premises of General Dynamics Corporation (General Atomic Division) presently located within that portion of the John Jay Hopkins Laboratory which is within the fenced compound surrounding the present TRIGA reactor facility building. The TRIGA reactor facility is outlined in red in Figure 2 of Enclosure 2, General Dynamics Hazards Summary Report, GA-1263, dated March 1, 1960, which figure is included as part of this indemnity agreement.

With respect to License No. CX-3:

The CIRGA facility buildings in the Critical Assembly Buildings area of the John Jay Hopkins Laboratory during the period of September 26, 1957 to March 15, 1960, inclusive. The CIRGA facility buildings are outlined in red in Figure 1 of the General Dynamics letter to the Atomic Energy Commission dated January 25, 1957, which figure is included as part of this indemnity agreement.

The John Jay Hopkins Laboratory is located on the easterly side of U.S. Route 101 beginning at a point approximately 6,000 feet north of Miramar Road at Torrey Pines Mesa, San Diego, California.

Item 5 - Insurance Policy No.(s)

Nuclear Energy Liability Policy (Facility Form) No. NF-34
issued by the Nuclear Energy Liability Insurance Association.

Item 6 - The indemnity agreement designated above, of which this Attachment is a part, is effective as of 12:01 A.M., on the 26th day of September, 1957 and supersedes the interim indemnity agreement dated January 28, 1959 between you and the Atomic Energy Commission.

(Signed)

Eber H. Price

For the Atomic Energy Commission

Division of Licensing and Regulation

By _____

For the General Atomic Division, General Dynamics Corporation
(Name of Licensee)

By

F. Frederic de Hoffmann
President

Dated at Germantown, Maryland the *20th*
day of *April*, 1962.

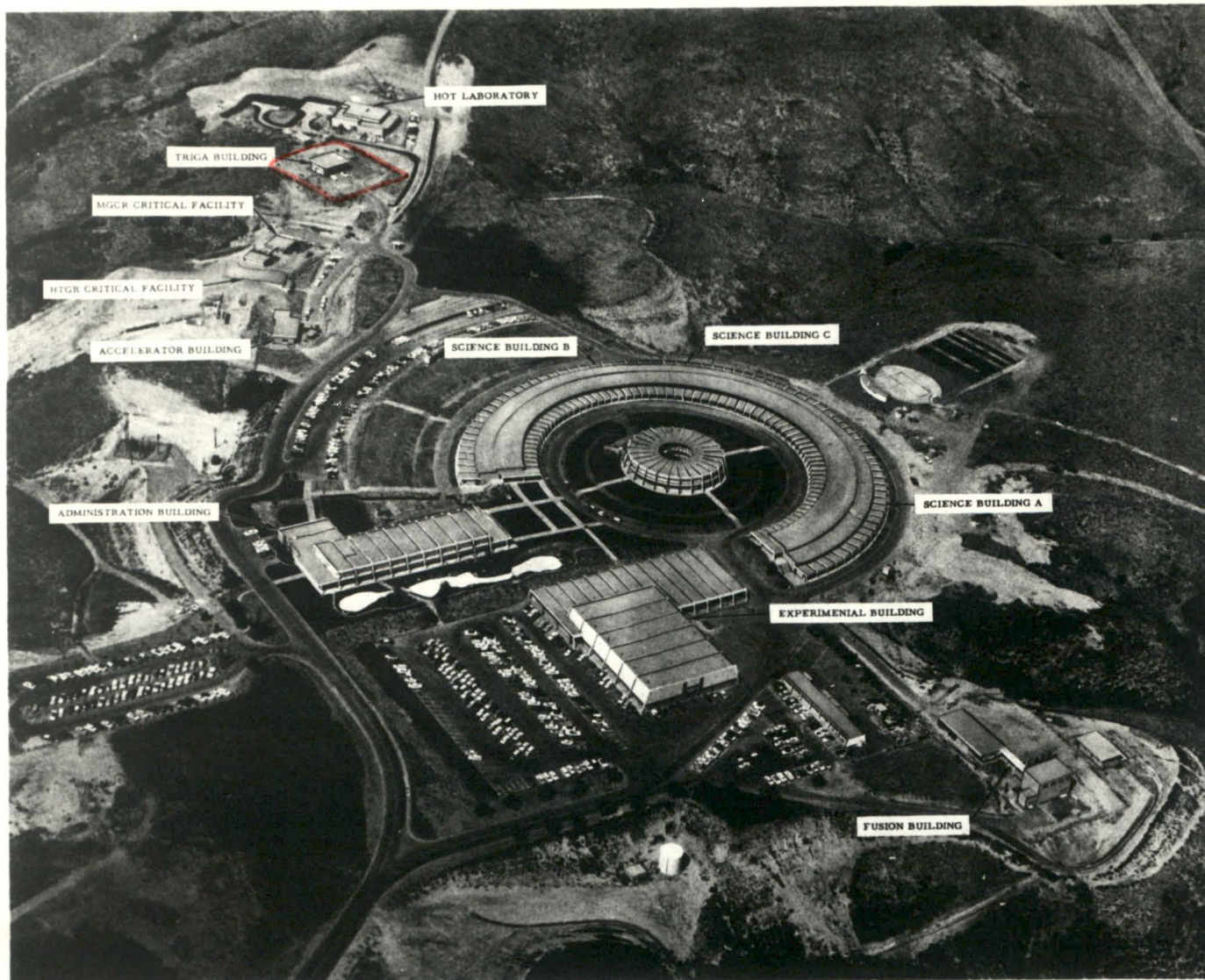
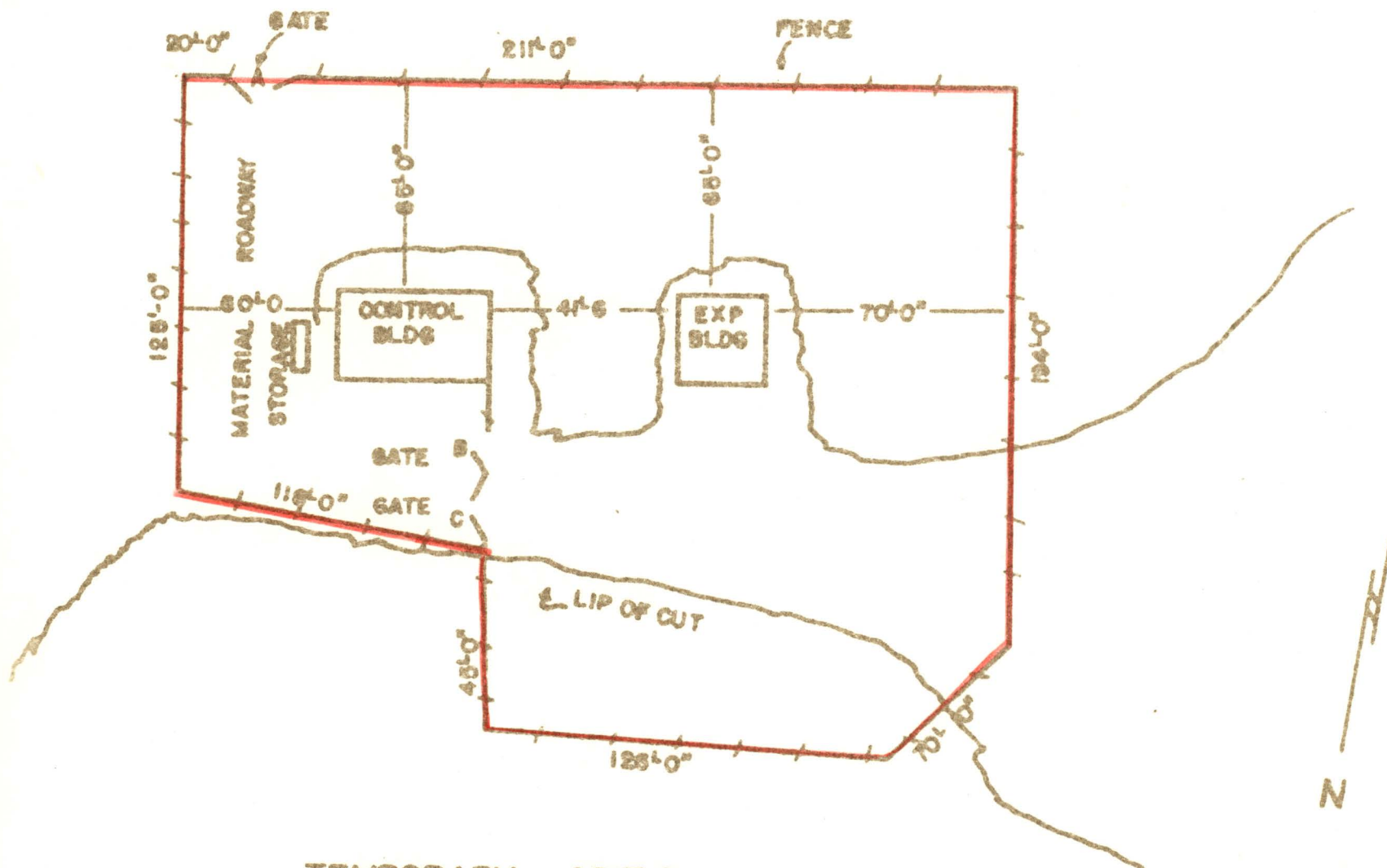


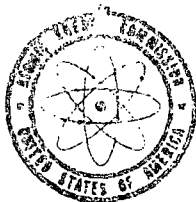
Fig. 2--Arrangement of General Atomic buildings and location of TRIGA facility

DESIGN	18-17-58
REV	18-22-58
REV	4-57
REV	1-14-57



TEMPORARY CRITICAL FACILITY

FENCE PLAN



UNITED STATES
ATOMIC ENERGY COMMISSION
WASHINGTON 25 D. C.

JUL 1 1960

AMENDMENT TO INTERIM AGREEMENT OF INDEMNIFICATION

The Interim Agreement of Indemnification between General Dynamics Corporation and the Atomic Energy Commission, dated January 28, 1959, is hereby amended by amending the term "AEC License Nos. CX-3 and R-38", wherever it appears in the agreement to read as follows:

"AEC License Nos. R-38 and R-67".

U. S. ATOMIC ENERGY COMMISSION

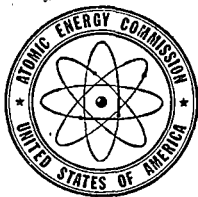
RLKarl

^{Special} Director
Division of Licensing and Regulation

Accepted July 14, 1960

By *H. B. Fry*
H. B. Fry - Vice President
General Atomic Division





UNITED STATES
ATOMIC ENERGY COMMISSION
WASHINGTON 25, D.C.

AMENDMENT TO INDEMNITY AGREEMENT NO. B9

AMENDMENT NO. 1

Effective at 12:01 A.M., September 6, 1961, the Indemnity Agreement
No. B- 9 between General Dynamics Corporation

and the Atomic Energy Commission dated **APR 20 1962**
is hereby amended as follows:

1. Paragraph 6 of Article I is amended to read as follows:

6. "Public liability" means any legal liability arising out of or resulting from a nuclear incident, except (1) claims under state or Federal Workmen's Compensation Acts of employees of persons indemnified who are employed (a) at the location or, if the nuclear incident occurs in the course of transportation of the radioactive material, on the transporting vehicle, and (b) in connection with the licensee's possession, use or transfer of the radioactive material; (2) claims arising out of an act of war; and (3) claims for loss of, or damage to, or loss of use of (a) property which is located at the location and used in connection with the licensee's possession, use, or transfer of the radioactive material, and (b) if the nuclear incident occurs in the course of transportation of the radioactive material, the transporting vehicle, containers used in such transportation, and the radioactive material.

2. Paragraph 2 of Article II is amended to read as follows:

2. In the event of any payment by the insurer or insurers under a policy or policies specified in Item 5 of the Attachment hereto which reduces the aggregate limit of such policy or policies below the amount of financial protection, the licensee will promptly apply to his insurers for reinstatement of the amount specified in Item 2a of the Attachment (without reference to paragraph b of Item 2) and will make all reasonable efforts to obtain such reinstatement. In the event that the licensee has not obtained reinstatement of such amount within ninety days after the date of such reduction, and in the absence of good cause shown to the contrary, the Commission may issue an order requiring the licensee to furnish financial protection for such amount in another form.

3. Paragraph 3 of Article II is amended to read as follows:

3. Any obligations of the licensee under subsection 53e(8) of the Act to indemnify the United States and the Commission from public liability, together with any public liability satisfied by the insurers under the policy or policies designated in the Attachment hereto, shall not in the aggregate exceed the amount of financial protection with respect to any nuclear incident, including the reasonable costs of investigating and settling claims and defending suits for damage.

4. The second paragraph of Paragraph 6(c) of Article II is amended to read as follows:

As used in this paragraph 6, Article II, and subparagraph 4(b), Article III, "other applicable agreements" means each other agreement entered into by the Commission pursuant to subsection 170c of the Act in which agreement the nuclear incident is defined as a "common occurrence". As used in this paragraph 6, Article II, "the obligations of the licensee" means the obligations of the licensee under subsection 53e(8) of the Act to indemnify the United States and the Commission from public liability, together with any public liability satisfied by the insurers under the policy or policies designated in the Attachment, and the reasonable costs of investigating and settling claims and defending suits for damage.

~~FOR THE~~ THE UNITED STATES ATOMIC ENERGY COMMISSION

Eber R. Price

Assistant Director

Division of Licensing and Regulation

Eber R. Price, Assistant Director
Division of Licensing and Regulation

Accepted July 6, 1962

By /s/ Frederic de Hoffman
President (General Atomic Division, General Dynamics Corporation)

AMENDMENT TO INDEMNITY AGREEMENT NO. B-9

AMENDMENT NO. 2

Effective at 12:01 A.M., August 7, 1961 the Indemnity Agreement No. B-9 between General Dynamics Corporation and the Atomic Energy Commission dated April 20, 1962, as amended, is hereby further amended by deleting Item 2a of the Attachment to the indemnity agreement in its entirety and substituting the following therefor:

Item 2a - Amount of financial protection -

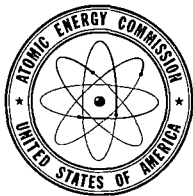
\$250,000 from 12:01 A.M., September 26, 1957 to 12:00 midnight May 6, 1960, inclusive; \$1,500,000 from 12:01 A.M., May 7, 1960 to 12:00 midnight August 6, 1961, inclusive; and \$2,500,000 subsequent to that date.

FOR THE UNITED STATES ATOMIC ENERGY COMMISSION

Edson G. Case, Jr., Director
Division of Licensing and Regulation

Accepted April 25, 1963

By 15/ Sam G. Farmer
Vice President & Counsel



UNITED STATES
ATOMIC ENERGY COMMISSION
WASHINGTON, D.C. 20545

AMENDMENT TO INDEMNITY AGREEMENT NO. B-9

AMENDMENT NO. 3

Effective June 17, 1964, Indemnity Agreement No. B-9 between
General Dynamics Corporation
and the Atomic Energy Commission dated April 20, 1962, as amended,
is hereby amended as follows:

Delete Item 2b of the Attachment to the indemnity agreement in its entirety and substitute the following therefor:

Item 2b

With respect to any nuclear incident, the amount specified in Item 2a of this Attachment shall be deemed to be (i) reduced to the extent that any payment made by the insurer or insurers under a policy or policies specified in Item 5 of this Attachment reduces the aggregate amount of such insurance policies below the amount specified in Item 2a and (ii) restored to the extent that, following such reduction, the aggregate amount of such insurance policies is reinstated.

FOR THE UNITED STATES ATOMIC ENERGY COMMISSION

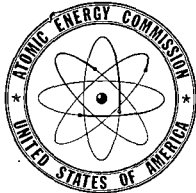
Original Signed by
Eber R. Price, Director
Div. of State & licensee
Relations

Eber R. Price, Director
Division of State and Licensee Relations

Accepted _____

By 51 Sam. J. Farmer

Guard



UNITED STATES
ATOMIC ENERGY COMMISSION
WASHINGTON, D.C. 20545

AMENDMENT TO INDEMNITY AGREEMENT NO. B-9

AMENDMENT NO. 4

Effective **SEP 22 1964**, Indemnity Agreement No. B-9 between General Dynamics Corporation and the Atomic Energy Commission dated April 20, 1962, as amended, is hereby further amended as follows:

Delete Item 3 of the Attachment to the indemnity agreement in its entirety and substitute the following therefor:

Item 3 - License number or numbers

CX-3 (From 12:01 A.M., September 26, 1957 to 12:00 P.M.
March 15, 1960, inclusive)
R-38 (From 12:01 A.M., May 3, 1958)
R-67 (From 12:01 A.M., July 1, 1960)
R-96 (From 12:01 A.M., **SEP 22 1964**)

Add the following paragraph to Item 4 of the Attachment to the indemnity agreement:

Item 4 - Location

With respect to License No. R-96:

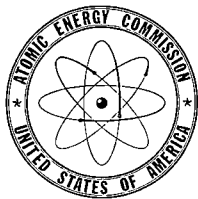
The Critical Assembly Building (previously called the HTGR Critical Facility) at the John Jay Hopkins Laboratory. The Building is further depicted on Figure 2 of the "Hazards Summary Report for the Metal Assembly," GA-4488, August 15, 1963 and Figure 2.2 of the "Hazards Summary Report for the HTGR Critical Facility," GA-1210, February 11, 1960.

FOR THE UNITED STATES ATOMIC ENERGY COMMISSION

13/ Charles F. Eason
✓ Eber R. Price, Director
Division of State and Licensee Relations

Accepted 9/28, 1964

By *13/ Sam J. Farmer*



Guard

UNITED STATES
ATOMIC ENERGY COMMISSION
WASHINGTON, D.C. 20545

AMENDMENT TO INDEMNITY AGREEMENT NO. B-9

AMENDMENT NO. 5

Effective **MAR 5 1965**, Indemnity Agreement No. B-9 between General Dynamics Corporation and the Atomic Energy Commission dated April 20, 1962, as amended, is hereby further amended as follows:

Delete Item 3 of the Attachment to the indemnity agreement in its entirety and substitute the following therefor:

Item 3 - License number or numbers

CX-3 (From 12:01 A.M., September 26, 1957 to
12:00 P.M., March 15, 1960, inclusive)
R-38 (From 12:01 A.M., May 3, 1958)
R-67 (From 12:01 A.M., July 1, 1960)
R-96 (From 12:01 A.M., September 22, 1964 to
12:00 P.M., **MAR 5 1965**, inclusive)

With regard to Item 4 of the Attachment to the indemnity agreement, delete the paragraph beginning, "With respect to License No. R-96," in its entirety.

FOR THE UNITED STATES ATOMIC ENERGY COMMISSION

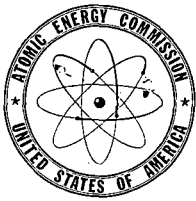
for Charles F. Eason

Eber R. Price, Director

Division of State and Licensee Relations

Accepted March 12, 1965

By /s/ Sam J. Farmer



UNITED STATES
ATOMIC ENERGY COMMISSION
WASHINGTON, D.C. 20545

AMENDMENT TO INDEMNITY AGREEMENT NO. B-9

AMENDMENT NO. 6

Effective **MAY 25 1965**, Indemnity Agreement No. B-9 between General Dynamics Corporation and the Atomic Energy Commission dated April 20, 1962, as amended, is hereby further amended as follows:

Delete Item 3 of the Attachment to the indemnity agreement in its entirety and substitute the following therefor:

Item 3 - License number or numbers

CX-3 (From 12:01 A.M., September 26, 1957
to 12:00 P.M., March 15, 1960,
inclusive)
CX-23 (From 12:01 A.M., **MAY 25 1965**)
R-38 (From 12:01 A.M., May 3, 1958)
R-67 (From 12:01 A.M., July 1, 1960)
R-96 (From 12:01 A.M., September 22, 1964
to 12:00 P.M., March 5, 1965,
inclusive)

Add the following paragraph to Item 4 of the Attachment to the indemnity agreement:

Item 4 - Location

With respect to License No. CX-23:

The Nuclear Rocket Critical Assembly Building (previously called the EBOR Critical Building) and the Control Room in a separate building at the John Jay Hopkins Laboratory. The location is further depicted on Figure 2.4 of the "Tungsten Nuclear Rocket Critical Facility - Description and Hazards Analysis," GA-5846 Rev., February 18, 1965.

FOR THE UNITED STATES ATOMIC ENERGY COMMISSION

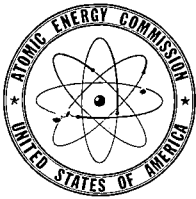
Original Signed by
Eber R. Price, Director
Div. of State & licensee
Relations

/s/

Eber R. Price, Director
Division of State and Licensee Relations

Accepted May 25, 1965

By /s/ Sam J. Farmer



UNITED STATES
ATOMIC ENERGY COMMISSION
WASHINGTON, D.C. 20545

AMENDMENT TO INDEMNITY AGREEMENT NO. B-9

AMENDMENT NO. 7

Effective JUN 29 1965, Indemnity Agreement No. B-9 between General Dynamics Corporation and the Atomic Energy Commission dated April 20, 1962, as amended, is hereby further amended as follows:

Delete Item 3 of the Attachment to the indemnity agreement in its entirety and substitute the following therefor:

Item 3 - License number or numbers

- CX-3 (From 12:01 A.M., September 26, 1957
to 12:00 P.M., March 15, 1960,
inclusive)
- CX-23 (From 12:01 A.M., May 25, 1965)
- R-38 (From 12:01 A.M., May 3, 1958)
- R-67 (From 12:01 A.M., July 1, 1960)
- R-96 (From 12:01 A.M., September 22, 1964
to 12:00 P.M., March 5, 1965,
inclusive)
- R-99 (From 12:01 A.M., JUN 29 1965)

Add the following paragraph to Item 4 of the Attachment to the indemnity agreement:

Item 4 - Location

With respect to License No. R-99:

The C-D experimental area in the Linac Building and the Reactor Control Room in a separate building at the John Jay Hopkins Laboratory. The location is further depicted on Figure 1 of the "Hazards Summary for the Accelerator Pulsed Fast Assembly," GA-6078, February 25, 1965.

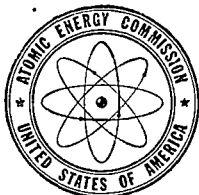
FOR THE UNITED STATES ATOMIC ENERGY COMMISSION

"Signed" Eber R. Price

Eber R. Price, Director
Division of State and Licensee Relations

Accepted July 2, 1965

By /s/ Sam J. Farmer
Vice President



UNITED STATES
ATOMIC ENERGY COMMISSION

WASHINGTON, D.C. 20545

AMENDMENT NO. 8 TO INDEMNITY AGREEMENT NO. B- 9

Effective January 1, 1966, Indemnity Agreement No. B- 9, dated April 20, 1962, as amended, is hereby further amended in its entirety and the following substituted therefor:

This indemnity agreement B- 9 is entered into
by and between the General Dynamics Corporation

(hereinafter referred to as the "licensee") and the United States Atomic Energy Commission (hereinafter referred to as the "Commission") pursuant to subsection 170c of the Atomic Energy Act of 1954, as amended (hereinafter referred to as "the Act").

ARTICLE I

As used in this agreement,

1. "Nuclear reactor," "byproduct material," "person," "source material," and "special nuclear material" shall have the meanings given them in the Atomic Energy Act of 1954, as amended, and the regulations issued by the Commission.

2. Except where otherwise specifically provided, "Amount of financial protection" means the amount specified in Item 2 a and b, of the Attachment annexed hereto, as modified by paragraph 6, Article II, with respect to common occurrences.

3.(a) "Nuclear incident" means any occurrence or series of occurrences at the location or in the course of transportation causing bodily injury, sickness, disease, or death, or loss of or damage to property, or loss of use of property, arising out of or resulting from the radioactive, toxic, explosive, or other hazardous properties of the radioactive material.

(b) Any occurrence or series of occurrences causing bodily injury, sickness, disease, or death, or loss of or damage to property, or loss of use of property, arising out of or resulting from the radioactive, toxic, explosive, or other hazardous properties of

i. The radioactive material discharged or dispersed from the location over a period of days, weeks, months or longer and also arising out of such properties of other material defined as "the radioactive material" in any other agreement or agreements entered into by the Commission under subsection 170.c or k of the Act and so discharged or dispersed from "the location" as defined in any such other agreement, or

UNITED STATES ATOMIC ENERGY COMMISSION

Indemnity Agreement No. B-9

ATTACHMENT

Item 1 - Licensee General Dynamics Corporation

Address General Atomic Division
 P. O. Box 608
 San Diego, California 92112

Item 2 - a. Amount of financial protection -

\$250,000 from 12:01 A.M., September 26, 1957 to 12:00 midnight May 6, 1960, inclusive; \$1,500,000 from 12:01 A.M., May 7, 1960 to 12:00 midnight August 6, 1961, inclusive; and \$2,500,000 subsequent to that date.

b. With respect to any nuclear incident, the amount specified in Item 2a of this Attachment shall be deemed to be (i) reduced to the extent that any payment made by the insurer or insurers under a policy or policies specified in Item 5 of this Attachment reduces the aggregate amount of such insurance policies below the amount specified in Item 2a and (ii) restored to the extent that, following such reduction, the aggregate amount of such insurance policies is reinstated.

Item 3 - License number or numbers

- ✓ CX-3 (From 12:01 A.M., September 26, 1957 to 12:00 P.M., March 15, 1960, inclusive)
- ✓ CX-23 (From 12:01 A.M., May 25, 1965)
- ✓ R-38 (From 12:01 A.M., May 3, 1958)
- ✓ R-67 (From 12:01 A.M., July 1, 1960)
- ✓ R-96 (From 12:01 A.M., September 22, 1964 to 12:00 P.M. March 5, 1965, inclusive)
- ✓ R-99 (From 12:01 A.M., June 29, 1965)

Item 4 - Location

With respect to License No. CX-3:

- ✓ The CIRGA facility buildings in the Critical Assembly Buildings area of the John Jay Hopkins Laboratory during the period of September 26, 1957 to March 15, 1960, inclusive. The CIRGA facility buildings are outlined in red in Figure 1 of the General Dynamics letter to the Atomic Energy Commission dated January 25, 1957, which figure is included as part of this indemnity agreement.

✓ With respect to License No. CX-23:

- ✓ The Nuclear Rocket Critical Assembly Building (previously called the EBOR Critical Building) and the Control Room in a separate building at the John Jay Hopkins Laboratory. The location is further depicted on Figure 2.4 of the "Tungsten Nuclear Rocket Critical Facility - Description and Hazards Analysis, GA-5846 Rev., February 18, 1965.

✓ With respect to License Nos. R-38 and R-67:

- ✓ The TRIGA reactor facility building at the John Jay Hopkins Laboratory. The building is further depicted on Figure 4-2 of the Thermionic Research TRIGA Reactor Description and Hazards Analysis, GA-5400, dated July 2, 1964, which figure is included as part of this indemnity agreement.

✓ With respect to License No. R-96:

- ✓ The Critical Assembly Building (previously called the HTGR Critical Facility) at the John Jay Hopkins Laboratory. The Building is further depicted on Figure 2 of the "Hazards Summary Report for the Metal Assembly," GA-4488 August 15, 1963 and Figure 2.2 of the "Hazards Summary Report for the HTGR Critical Facility," GA-1210, February 11, 1960.

✓ With respect to License No. R-99:

- ✓ The C-D experimental area in the Linac Building and the Reactor Control Room in a separate building at the John Jay Hopkins Laboratory. The location is further depicted on Figure 1 of the "Hazards Summary for the Accelerator Pulsed Fast Assembly," GA-6078, February 25, 1965.

The John Jay Hopkins Laboratory is located on the easterly side of U. S. Route 101 beginning at a point approximately 6,000 feet north of Miramar Road at Torrey Pines Mesa, San Diego, California.

Item 5 - Insurance Policy No.(s)

Nuclear Energy Liability Policy (Facility Form) No. NF-34
issued by Nuclear Energy Liability Insurance Association.

Item 6 - The indemnity agreement designated above, of which this Attachment is a part, is effective as of 12:01 A.M., on the 26th day of September, 1957 and supersedes the interim indemnity agreement dated January 28, 1959 between you and the Atomic Energy Commission.

FOR THE UNITED STATES ATOMIC ENERGY COMMISSION

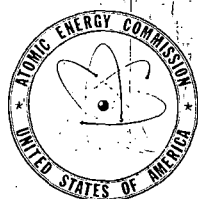
Original Signed by
Eber R. Price, Director
Div. of State & licensee
Relations

Eber R. Price, Director
Division of State and Licensee Relations

Accepted January 10, 1966

By /s/ Sam J. Farmer

Extra



UNITED STATES
ATOMIC ENERGY COMMISSION
WASHINGTON, D.C. 20545

AMENDMENT TO INDEMNITY AGREEMENT NO. B-9

AMENDMENT NO. 9

Effective **JAN 14 1966**, Indemnity Agreement No. B-9 between General Dynamics Corporation and the Atomic Energy Commission dated April 20, 1962, as amended, is hereby further amended as follows:

Delete Item 3 of the Attachment to the indemnity agreement in its entirety and substitute the following therefor:

Item 3 - License number or numbers

CX-3 (From 12:01 A.M., September 26, 1957
to 12:00 P.M., March 15, 1960, inclusive)
CX-23 (From 12:01 A.M., May 25, 1965)
R-38 (From 12:01 A.M., May 3, 1958)
R-67 (From 12:01 A.M., July 1, 1960)
R-96 (From 12:01 A.M., September 22, 1964 to
12:00 P.M., March 5, 1965, inclusive)
R-99 (From 12:01 A.M., June 29, 1965)
R-100 (From 12:01 A.M., **JAN 14 1966**)

Delete from Item 4, Location, the subheading, "With respect to License Nos. R-38 and R-67" and substitute the following therefor:

Item 4 - Location

With respect to License Nos. R-38, R-67 and R-100:

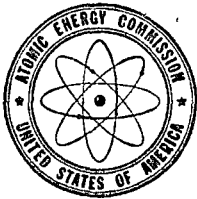
FOR THE UNITED STATES ATOMIC ENERGY COMMISSION

Original Signed by
Eber R. Price, Director
Div. of State & licensee
Relations

Eber R. Price, Director
Division of State and Licensee Relations

Accepted January 17, 1966

By B. J. Farmer
JP and Counsel



UNITED STATES
ATOMIC ENERGY COMMISSION
WASHINGTON, D.C. 20545

Guard

AMENDMENT TO INDEMNITY AGREEMENT NO. B-9

AMENDMENT NO. 10

Effective FEB 17 1966, Indemnity Agreement No. B-9 between General Dynamics Corporation and the Atomic Energy Commission dated April 20, 1962, as amended, is hereby further amended as follows:

Delete Item 3 of the Attachment to the indemnity agreement in its entirety and substitute the following therefor:

Item 3 - License number or numbers

CX-3	(From 12:01 A.M., September 26, 1957 to 12:00 P.M., March 15, 1960, inclusive)
CX-23	(From 12:01 A.M., May 25, 1965)
CX-24	(From 12:01 A.M., FEB 17 1966)
R-38	(From 12:01 A.M., May 3, 1958)
R-67	(From 12:01 A.M., July 1, 1960)
R-96	(From 12:01 A.M., September 22, 1964 to 12:00 P.M., March 5, 1965, inclusive)
R-99	(From 12:01 A.M., June 29, 1965)
R-100	(From 12:01 A.M., January 14, 1966)

Delete from Item 4, Location, the subheading, "With respect to License Nos. R-38, R-67 and R-100" and substitute the following therefor:

Item 4 - Location

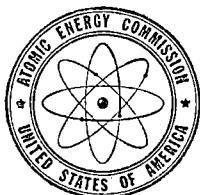
With respect to License Nos. R-38, R-67, R-100 and CX-24:

FOR THE UNITED STATES ATOMIC ENERGY COMMISSION

151
Eber R. Price, Director
Division of State and Licensee Relations

Accepted February 21, 1966

By /s/ Sam. J. Farmer



UNITED STATES
ATOMIC ENERGY COMMISSION
WASHINGTON, D.C. 20545

AMENDMENT TO INDEMNITY AGREEMENT NO. B-9

AMENDMENT NO. 11

Effective 9/8/66, Indemnity Agreement No. B-9 between General Dynamics Corporation and the Atomic Energy Commission dated April 20, 1962, as amended, is hereby further amended as follows:

Delete Item 3 of the Attachment to the indemnity agreement in its entirety and substitute the following therefor:

Item 3 - License number or numbers

CX-3	(From 12:01 a.m., September 26, 1957 to 12:00 p.m., March 15, 1960, inclusive)
CX-23	(From 12:01 a.m., May 25, 1965)
CX-24	(From 12:01 a.m., February 17, 1966)
R-38	(From 12:01 a.m., May 3, 1958)
R-67	(From 12:01 a.m., July 1, 1960)
R-96	(From 12:01 a.m., September 22, 1964 to 12:00 p.m., March 5, 1965, inclusive)
R-99	(From 12:01 a.m., June 29, 1965)
R-100	(From 12:01 a.m., January 14, 1966)
R-104	(From 12:01 a.m., <u>9/8/66</u>)

Add the following paragraph to Item 4 of the Attachment to the indemnity agreement:

Item 4 - Location

With respect to License No. R-104

The HTGR Critical Facility Building at the John Jay Hopkins Laboratory. The Building is further depicted on Figures 6, 7, and 8 of the "Hazards Report for Modified HTGR Critical Facility," GA-6452 (Rev. 2), February 8, 1966.

FOR THE UNITED STATES ATOMIC ENERGY COMMISSION

15/ Eber R. Price

Eber R. Price, Director

Division of State and Licensee Relations

Accepted Sept 22, 1966

By 15/ Samuel G. Warner

VP & Counsel



UNITED STATES
ATOMIC ENERGY COMMISSION

WASHINGTON, D.C. 20545

AMENDMENT TO INDEMNITY AGREEMENT NO. B-9

AMENDMENT NO. 12

Effective DEC 30 1966, Indemnity Agreement No. B-9 between General Dynamics Corporation and the Atomic Energy Commission dated April 20, 1962, as amended, is hereby further amended as follows:

Delete Item 3 of the Attachment to the indemnity agreement in its entirety and substitute the following therefor:

Item 3 - License number or numbers

CX-3	(From 12:01 a.m., September 26, 1957 to 12:00 p.m., March 15, 1960, inclusive)
CX-23	(From 12:01 a.m., May 25, 1965)
CX-24	(From 12:01 a.m., February 17, 1966 to DEC 30 1966 inclusive)
R-38	(From 12:01 a.m., May 3, 1958)
R-67	(From 12:01 a.m., July 1, 1960)
R-96	(From 12:01 a.m., September 22, 1964 to 12:00 p.m., March 5, 1965, inclusive)
R-99	(From 12:01 a.m., June 29, 1965)
R-100	(From 12:01 a.m., January 14, 1966)
R-104	(From 12:01 a.m., September 8, 1966)

With regard to Item 4 of the Attachment to the indemnity agreement, delete "CX-24" from the paragraph beginning, "With respect to License Nos. R-38, R-67, R-100 and CX-24:".

FOR THE UNITED STATES ATOMIC ENERGY COMMISSION

James R. Mason, acting for
Eber R. Price, Director
Division of State and Licensee Relations

January 13, 1967

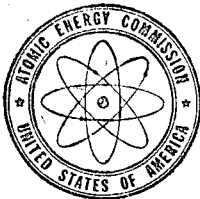
Accepted GENERAL DYNAMICS CORPORATION

By

Sam J. Farmer
Sam J. Farmer
Vice President and Counsel
General Atomic Division/General Dynamics Corporation

copy to CC 1/20/67

Phy to Kansas
Rm 318



DOCKET NO. 50-89

UNITED STATES
ATOMIC ENERGY COMMISSION
WASHINGTON, D.C. 20545

AMENDMENT TO INDEMNITY AGREEMENT NO. B-9

AMENDMENT NO. 13

Effective MAR 7 1967, Indemnity Agreement No. B-9, between General Dynamics Corporation and the Atomic Energy Commission, dated April 20, 1962, as amended, is hereby further amended as follows:

Delete Item 3 of the Attachment to the indemnity agreement in its entirety and substitute the following therefor:

Item 3 - License number or numbers

CX-3 (From 12:01 a.m., September 26, 1957
to 12:00 p.m., March 15, 1960, inclusive)
CX-23 (From 12:01 a.m., May 25, 1965)
CX-24 (From 12:01 a.m., February 17, 1966
to December 30, 1966, inclusive)
R-38 (From 12:01 a.m., May 3, 1958)
R-67 (From 12:01 a.m., July 1, 1960)
R-96 (From 12:01 a.m., September 22, 1964
to 12:00 p.m., March 5, 1965, inclusive)
R-99 (From 12:01 a.m., June 29, 1965)
R-100 (From 12:01 a.m., January 14, 1966)
R-104 (From 12:01 a.m., September 8, 1966)
R-105 (From 12:01 a.m., MAR 7 1967)

Add the following paragraph to Item 4 of the Attachment to the indemnity agreement:

Item 4 - Location

With respect to License No. R-105

The C-D experimental area and the fast spectrum cell
in the Linac Building and the Reactor Control Room in
a separate building at the John Jay Hopkins Laboratory.

FOR THE UNITED STATES ATOMIC ENERGY COMMISSION

Eber R. Price

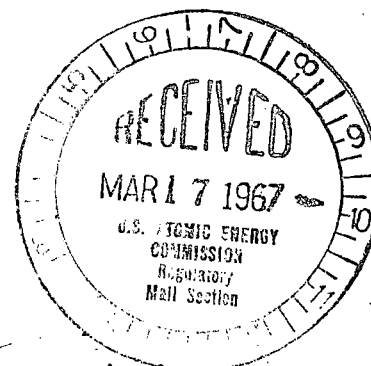
Eber R. Price, Director
Division of State and Licensee Relations

Accepted March 14, 1967

By

Sam J. Farmer

Sam J. Farmer, Vice President and Counsel
General Atomic Division
General Dynamics Corporation



copy to
J. B. Bannister
3/22/67

882



UNITED STATES
ATOMIC ENERGY COMMISSION
WASHINGTON, D.C. 20545

AMENDMENT TO INDEMNITY AGREEMENT NO. B-9

AMENDMENT NO. 14

Effective OCT 25 1967, Indemnity Agreement No. B-9, between General Dynamics Corporation and the Atomic Energy Commission, dated April 20, 1962, as amended, is hereby further amended as follows:

Delete Item 3 to the Attachment to the indemnity agreement in its entirety and substitute the following therefor:

Item 3 - License number or numbers

Currently Effective Licenses

CX-23 (From 12:01 a.m., May 25, 1965)
R-38 (From 12:01 a.m., May 3, 1958)
R-67 (From 12:01 a.m., July 1, 1960)
R-99 (From 12:01 a.m., June 29, 1965)
R-100 (From 12:01 a.m., January 14, 1966)
R-104 (From 12:01 a.m., September 8, 1966)
R-105 (From 12:01 a.m., March 7, 1967)

Terminated Licenses

CX-3 (From 12:01 a.m., September 26, 1957, to
12:00 Midnight, March 15, 1960, inclusive)
CX-24 (From 12:01 a.m., February 17, 1966, to
12:00 Midnight, December 30, 1966, inclusive)
R-96 (From 12:01 a.m., September 22, 1964, to
12:00 Midnight, March 5, 1965, inclusive)

Delete Item 4 to the Attachment to the indemnity agreement in its entirety and substitute the following therefor:

Item 4 - Location

With respect to License Nos. CX-3 and CX-23:

The Experimental Critical Facility Assembly Building (previously called the CIRGA, EBOR and Nuclear Rocket Critical Building) and the Control Room in a separate building at the John Jay Hopkins Laboratory. The location is depicted and outlined in red in the attached Figure 3 and is designated as the "Critical Facility" in the attached Figure 2.

page 2
warming

Dynamics Corporation is located on a site on the easterly side of U.S. Route 101, also known as "Pacific Highway" and as "Torrey Pines Road," beginning north of Genessee Avenue at Torrey Pines Mesa, San Diego, California, as shown in the attached Figure 1.

FOR THE UNITED STATES ATOMIC ENERGY COMMISSION

Eber R. Price

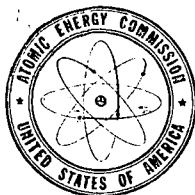
Eber R. Price, Director
Division of State and Licensee Relations

Accepted October 28, 1967

By

Sam J. Farmer

Sam J. Farmer, Vice President and Counsel
General Atomic Division
General Dynamics Corporation



UNITED STATES
ATOMIC ENERGY COMMISSION
WASHINGTON, D.C. 20545

DOCKET NO. 50-89-163-227-234-235
-240, -253

AMENDMENT TO INDEMNITY AGREEMENT NO. B-9

AMENDMENT NO. 15

Effective October 31, 1967, Indemnity Agreement No. B-9 between General Dynamics Corporation and the Atomic Energy Commission, dated April 20, 1962, as amended, is hereby further amended by deleting the names "General Dynamics Corporation," "General Atomic," and "General Atomic Division of General Dynamics Corporation" wherever they appear in the agreement and substituting in lieu thereof the name:

"Gulf General Atomic Incorporated"

FOR THE UNITED STATES ATOMIC ENERGY COMMISSION

Eber R. Price, Director
Division of State and Licensee Relations

Accepted November 16, 1967

Gulf General Atomic Incorporated

By

Sam J. Farmer, Vice President and Counsel

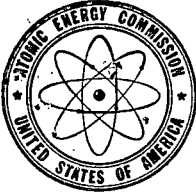
And

Accepted November 20, 1967

Gulf Oil Corporation

By

Vice President



UNITED STATES
ATOMIC ENERGY COMMISSION

WASHINGTON, D.C. 20545

AMENDMENT NO. 16 TO INDEMNITY AGREEMENT NO. B-9

Effective NOV 30 1968 , Indemnity Agreement No. B-9 , dated April 20, 1962 , as amended, is hereby further amended in its entirety, and the following substituted therefor:

This Indemnity Agreement B-9 is entered into by and between the

Gulf General Atomic Incorporated

(hereinafter referred to as the "licensee") and the United States Atomic Energy Commission (hereinafter referred to as the "Commission") pursuant to subsection 170c of the Atomic Energy Act of 1954, as amended (hereinafter referred to as "the Act").

ARTICLE I

As used in this agreement:

1. "Nuclear reactor," "byproduct material," "person," "source material," and "special nuclear material" shall have the meanings given them in the Atomic Energy Act of 1954, as amended, and the regulations issued by the Commission.
2. Except where otherwise specifically provided, "amount of financial protection" means the amount specified in Item 2a and b, of the Attachment annexed hereto, as modified by paragraph 8, Article II, with respect to common occurrences.
- 3.(a) "Nuclear incident" means any occurrence, including an extraordinary nuclear occurrence, or series of occurrences at the location or in the course of transportation causing bodily injury, sickness, disease, or death, or loss of or damage to property, or loss of use of property, arising out of or resulting from the radioactive, toxic, explosive, or other hazardous properties of the radioactive material.

(b) Any occurrence, including an extraordinary nuclear occurrence, or series of occurrences causing bodily injury, sickness, disease or death, or loss of or damage to property, or loss of use of property,

arising out of or resulting from the radioactive, toxic, explosive, or other hazardous properties of

i. The radioactive material discharged or dispersed from the location over a period of days, weeks, months or longer, and also arising out of such properties of other material defined as "the radioactive material" in any other agreement or agreements entered into by the Commission under subsection 170c or k of the Act and so discharged or dispersed from "the location" as defined in any such other agreement, or

ii. The radioactive material in the course of transportation and also arising out of such properties of other material defined in any other agreement entered into by the Commission pursuant to subsection 170c or k of the Act as "the radioactive material" and which is in the course of transportation

shall be deemed to be a common occurrence. A common occurrence shall be deemed to constitute a single nuclear incident.

4. "Extraordinary nuclear occurrence" means an event which the Commission has determined to be an extraordinary nuclear occurrence as defined in the Atomic Energy Act of 1954, as amended.

5. "In the course of transportation" means in the course of transportation within the United States, including handling or temporary storage incidental thereto, of the radioactive material to the location or from the location provided that:

(a) With respect to transportation of the radioactive material to the location, such transportation is not by predetermination to be interrupted by the removal of the material from the transporting conveyance for any purpose other than the continuation of such transportation to the location or temporary storage incidental thereto;

(b) The transportation of the radioactive material from the location shall be deemed to end when the radioactive material is removed from the transporting conveyance for any purpose other than the continuance of transportation or temporary storage incidental thereto;

(c) "In the course of transportation" as used in this agreement shall not include transportation of the radioactive material to the

arising out of or resulting from the radioactive, toxic, explosive, or other hazardous properties of

i. The radioactive material discharged or dispersed from the location over a period of days, weeks, months or longer, and also arising out of such properties of other material defined as "the radioactive material" in any other agreement or agreements entered into by the Commission under subsection 170c or k of the Act and so discharged or dispersed from "the location" as defined in any such other agreement, or

ii. The radioactive material in the course of transportation and also arising out of such properties of other material defined in any other agreement entered into by the Commission pursuant to subsection 170c or k of the Act as "the radioactive material" and which is in the course of transportation

shall be deemed to be a common occurrence. A common occurrence shall be deemed to constitute a single nuclear incident.

4. "Extraordinary nuclear occurrence" means an event which the Commission has determined to be an extraordinary nuclear occurrence as defined in the Atomic Energy Act of 1954, as amended.

5. "In the course of transportation" means in the course of transportation within the United States, including handling or temporary storage incidental thereto, of the radioactive material to the location or from the location provided that:

(a) With respect to transportation of the radioactive material to the location, such transportation is not by predetermination to be interrupted by the removal of the material from the transporting conveyance for any purpose other than the continuation of such transportation to the location or temporary storage incidental thereto;

(b) The transportation of the radioactive material from the location shall be deemed to end when the radioactive material is removed from the transporting conveyance for any purpose other than the continuance of transportation or temporary storage incidental thereto;

(c) "In the course of transportation" as used in this agreement shall not include transportation of the radioactive material to the

location if the material is also "in the course of transportation" from any other "location" as defined in any other agreement entered into by the Commission pursuant to subsection 170c or k of the Act.

6. "Person indemnified" means the licensee and any other person who may be liable for public liability.

7. "Public liability" means any legal liability arising out of or resulting from a nuclear incident, except (1) claims under State or Federal Workmen's Compensation Acts of employees of persons indemnified who are employed (a) at the location or, if the nuclear incident occurs in the course of transportation of the radioactive material, on the transporting vehicle, and (b) in connection with the licensee's possession, use or transfer of the radioactive material; (2) claims arising out of an act of war; and (3) claims for loss of, or damage to, or loss of use of (a) property which is located at the location and used in connection with the licensee's possession, use, or transfer of the radioactive material, and (b) if the nuclear incident occurs in the course of transportation of the radioactive material, the transporting vehicle, containers used in such transportation, and the radioactive material.

8. "The location" means the location described in Item 4 of the Attachment hereto.

9. "The radioactive material" means source, special nuclear, and byproduct material which (1) is used or to be used in, or is irradiated or to be irradiated by, the nuclear reactor or reactors subject to the license or licenses designated in the Attachment hereto, or (2) which is produced as the result of operation of said reactor(s).

10. "United States" when used in a geographical sense includes all Territories and possessions of the United States, the Canal Zone and Puerto Rico.

ARTICLE II

1. At all times during the term of the license or licenses designated in Item 3 of the Attachment hereto, the licensee will maintain financial protection in the amount specified in Item 2 of the Attachment and in the form of the nuclear energy liability insurance policy

designated in the Attachment. If more than one license is designated in Item 3 of the Attachment, the licensee agrees to maintain such financial protection until the end of the term of that license which will be the last to expire. The licensee shall, notwithstanding the expiration, termination, modification, amendment, suspension or revocation of any license or licenses designated in Item 3 of the Attachment, maintain such financial protection in effect until all the radioactive material has been removed from the location and transportation of the radioactive material from the location has ended as defined in subparagraph 5(b), Article I, or until the Commission authorizes the termination or the modification of such financial protection. The Commission will not unreasonably withhold such authorization.

2. In the event of any payment by the insurer or insurers under a policy or policies specified in Item 5 of the Attachment hereto which reduces the aggregate limit of such policy or policies below the amount of financial protection, the licensee will promptly apply to his insurers for reinstatement of the amount specified in Item 2a of the Attachment (without reference to paragraph b of Item 2) and will make all reasonable efforts to obtain such reinstatement. In the event that the licensee has not obtained reinstatement of such amount within ninety days after the date of such reduction, and in the absence of good cause shown to the contrary, the Commission may issue an order requiring the licensee to furnish financial protection for such amount in another form.

3. Any obligations of the licensee under subsection 53e(8) of the Act to indemnify the United States and the Commission from public liability, together with any public liability satisfied by the insurers under the policy or policies designated in the Attachment hereto, shall not in the aggregate exceed the amount of financial protection with respect to any nuclear incident, including the reasonable costs of investigating and settling claims and defending suits for damage.

4. With respect to any extraordinary nuclear occurrence to which this agreement applies, the Commission, and the licensee on behalf of itself and other persons indemnified, insofar as their interests appear, each agree to waive

(a) any issue or defense as to the conduct of the claimant or fault of persons indemnified, including, but not limited to

designated in the Attachment. If more than one license is designated in Item 3 of the Attachment, the licensee agrees to maintain such financial protection until the end of the term of that license which will be the last to expire. The licensee shall, notwithstanding the expiration, termination, modification, amendment, suspension or revocation of any license or licenses designated in Item 3 of the Attachment, maintain such financial protection in effect until all the radioactive material has been removed from the location and transportation of the radioactive material from the location has ended as defined in subparagraph 5(b), Article I, or until the Commission authorizes the termination or the modification of such financial protection. The Commission will not unreasonably withhold such authorization.

2. In the event of any payment by the insurer or insurers under a policy or policies specified in Item 5 of the Attachment hereto which reduces the aggregate limit of such policy or policies below the amount of financial protection, the licensee will promptly apply to his insurers for reinstatement of the amount specified in Item 2a of the Attachment (without reference to paragraph b of Item 2) and will make all reasonable efforts to obtain such reinstatement. In the event that the licensee has not obtained reinstatement of such amount within ninety days after the date of such reduction, and in the absence of good cause shown to the contrary, the Commission may issue an order requiring the licensee to furnish financial protection for such amount in another form.

3. Any obligations of the licensee under subsection 53e(8) of the Act to indemnify the United States and the Commission from public liability, together with any public liability satisfied by the insurers under the policy or policies designated in the Attachment hereto, shall not in the aggregate exceed the amount of financial protection with respect to any nuclear incident, including the reasonable costs of investigating and settling claims and defending suits for damage.

4. With respect to any extraordinary nuclear occurrence to which this agreement applies, the Commission, and the licensee on behalf of itself and other persons indemnified, insofar as their interests appear, each agree to waive

(a) any issue or defense as to the conduct of the claimant or fault of persons indemnified, including, but not limited to

- (1) negligence;
- (2) contributory negligence;
- (3) assumption of the risk;
- (4) unforeseeable intervening causes, whether involving the conduct of a third person or an act of God.

As used herein, "conduct of the claimant" includes conduct of persons through whom the claimant derives his cause of action;

(b) any issue or defense as to charitable or governmental immunity;

(c) any issue or defense based on any statute of limitations if suit is instituted within three years from the date on which the claimant first knew, or reasonably could have known, of his injury or damage and the cause thereof, but in no event more than ten years after the date of the nuclear incident.

The waiver of any such issue or defense shall be effective regardless of whether such issue or defense may otherwise be deemed jurisdictional or relating to an element in the cause of action. The waivers shall be judicially enforceable in accordance with their terms by the claimant against the person indemnified.

5. The waivers set forth in paragraph 4 of this Article:

(a) shall not preclude a defense based upon a failure to take reasonable steps to mitigate damages;

(b) shall not apply to injury or damage to a claimant or to a claimant's property which is intentionally sustained by the claimant or which results from a nuclear incident intentionally and wrongfully caused by the claimant;

(c) shall not apply to injury to a claimant who is employed at the site of and in connection with the activity where the extraordinary nuclear occurrence takes place if benefits therefor are either payable or required to be provided under any workmen's compensation or occupational disease law;

(d) shall not apply to any claim for punitive or exemplary damages, provided, with respect to any claim for wrongful death under any State law which provides for damages only punitive in nature, this exclusion does not apply to the extent that the claimant has sustained actual damages, measured by the pecuniary injuries resulting from such death but not to exceed the maximum amount otherwise recoverable under such law;

(e) shall be effective only with respect to those obligations set forth in this agreement;

(f) shall not apply to, or prejudice the prosecution or defense of, any claim or portion of claim which is not within the protection afforded under (1) the limit of liability provisions under subsection 170e of the Atomic Energy Act of 1954, as amended, and (2) the terms of this agreement and the terms of the nuclear energy liability insurance policy or policies designated in the attachment hereto.

6. The obligations of the licensee under this agreement shall apply only with respect to nuclear incidents occurring during the term of this agreement.

7. Upon the expiration or revocation of any license designated in Item 3 of the Attachment, the Commission will enter into an appropriate amendment of this agreement with the licensee reducing the amount of financial protection required under this Article; provided, that the licensee is then entitled to a reduction in the amount of financial protection under applicable Commission regulations and orders.

8. With respect to any common occurrence:

(a) If the sum of the limit of liability of any Nuclear Energy Liability Insurance Association policy designated in Item 5 of the Attachment and the limits of liability of all other nuclear energy liability insurance policies (facility form) applicable to such common occurrence and issued by Nuclear Energy Liability Insurance Association exceeds \$57,350,000, the amount of financial protection specified in Item 2a and b of the Attachment shall be deemed to be reduced by that proportion of the difference between said sum and \$57,350,000 as the limit of liability of the Nuclear Energy Liability Insurance Association policy designated in Item 5 of the Attachment

(d) shall not apply to any claim for punitive or exemplary damages, provided, with respect to any claim for wrongful death under any State law which provides for damages only punitive in nature, this exclusion does not apply to the extent that the claimant has sustained actual damages, measured by the pecuniary injuries resulting from such death but not to exceed the maximum amount otherwise recoverable under such law;

(e) shall be effective only with respect to those obligations set forth in this agreement;

(f) shall not apply to, or prejudice the prosecution or defense of, any claim or portion of claim which is not within the protection afforded under (1) the limit of liability provisions under subsection 170e of the Atomic Energy Act of 1954, as amended, and (2) the terms of this agreement and the terms of the nuclear energy liability insurance policy or policies designated in the attachment hereto.

6. The obligations of the licensee under this agreement shall apply only with respect to nuclear incidents occurring during the term of this agreement.

7. Upon the expiration or revocation of any license designated in Item 3 of the Attachment, the Commission will enter into an appropriate amendment of this agreement with the licensee reducing the amount of financial protection required under this Article; provided, that the licensee is then entitled to a reduction in the amount of financial protection under applicable Commission regulations and orders.

8. With respect to any common occurrence:

(a) If the sum of the limit of liability of any Nuclear Energy Liability Insurance Association policy designated in Item 5 of the Attachment and the limits of liability of all other nuclear energy liability insurance policies (facility form) applicable to such common occurrence and issued by Nuclear Energy Liability Insurance Association exceeds \$57,350,000, the amount of financial protection specified in Item 2a and b of the Attachment shall be deemed to be reduced by that proportion of the difference between said sum and \$57,350,000 as the limit of liability of the Nuclear Energy Liability Insurance Association policy designated in Item 5 of the Attachment

bears to the sum of the limits of liability of all nuclear energy liability insurance policies (facility form) applicable to such common occurrence and issued by Nuclear Energy Liability Insurance Association;

(b) If the sum of the limit of liability of any Mutual Atomic Energy Liability Underwriters policy designated in Item 5 of the Attachment and the limits of liability of all other nuclear energy liability insurance policies (facility form) applicable to such common occurrence and issued by Mutual Atomic Energy Liability Underwriters exceeds \$16,650,000, the amount of financial protection specified in Item 2a and b of the Attachment shall be deemed to be reduced by that proportion of the difference between said sum and \$16,650,000 as the limit of liability of the Mutual Atomic Energy Liability Underwriters policy designated in Item 5 of the Attachment bears to the sum of the limits of liability of all nuclear energy liability insurance policies (facility form) applicable to such common occurrence and issued by Mutual Atomic Energy Liability Underwriters;

(c) If any of the other applicable agreements is with a person who has furnished financial protection in a form other than a nuclear energy liability insurance policy (facility form) issued by Nuclear Energy Liability Insurance Association or Mutual Atomic Energy Liability Underwriters, and if also the sum of the amount of financial protection established under this agreement and the amounts of financial protection established under all other applicable agreements exceeds \$74,000,000, the obligations of the licensee shall not exceed a greater proportion of \$74,000,000 than the amount of financial protection established under this agreement bears to the sum of such amount and the amounts of financial protection established under all other applicable agreements.

(d) As used in this paragraph 8, Article II, and in Article III, "other applicable agreements" means each other agreement entered into by the Commission pursuant to subsection 170c of the Act in which agreement the nuclear incident is defined as a "common occurrence." As used in this paragraph 8, Article II, "the obligations of the licensee" means the obligations of the licensee under subsection 53e(8) of the Act to indemnify the United States and the Commission from public liability, together with any public liability satisfied

by the insurers under the policy or policies designated in the Attachment, and the reasonable costs of investigating and settling claims and defending suits for damage.

9. The obligations of the licensee under this Article shall not be affected by any failure or default on the part of the Commission or the Government of the United States to fulfill any or all of its obligations under this agreement. Bankruptcy or insolvency of any person indemnified other than the licensee, or the estate of any person indemnified other than the licensee, shall not relieve the licensee of any of his obligations hereunder.

ARTICLE III

1. The Commission undertakes and agrees to indemnify and hold harmless the licensee and other persons indemnified, as their interest may appear, from public liability.

2. With respect to damage caused by a nuclear incident to property of any person legally liable for the nuclear incident, the Commission agrees to pay to such person those sums which such person would have been obligated to pay if such property had belonged to another; provided, that the obligation of the Commission under this paragraph 2 does not apply with respect to:

(a) Property which is located at the location described in Item 4 of the Attachment or at the location described in Item 3 of the declarations attached to any nuclear energy liability insurance policy designated in Item 5 of the Attachment;

(b) Property damage due to the neglect of the person indemnified to use all reasonable means to save and preserve the property after knowledge of a nuclear incident;

(c) If the nuclear incident occurs in the course of transportation of the radioactive material, the transporting vehicle and containers used in such transportation;

(d) The radioactive material.

by the insurers under the policy or policies designated in the Attachment, and the reasonable costs of investigating and settling claims and defending suits for damage.

9. The obligations of the licensee under this Article shall not be affected by any failure or default on the part of the Commission or the Government of the United States to fulfill any or all of its obligations under this agreement. Bankruptcy or insolvency of any person indemnified other than the licensee, or the estate of any person indemnified other than the licensee, shall not relieve the licensee of any of his obligations hereunder.

ARTICLE III

1. The Commission undertakes and agrees to indemnify and hold harmless the licensee and other persons indemnified, as their interest may appear, from public liability.

2. With respect to damage caused by a nuclear incident to property of any person legally liable for the nuclear incident, the Commission agrees to pay to such person those sums which such person would have been obligated to pay if such property had belonged to another; provided, that the obligation of the Commission under this paragraph 2 does not apply with respect to:

(a) Property which is located at the location described in Item 4 of the Attachment or at the location described in Item 3 of the declarations attached to any nuclear energy liability insurance policy designated in Item 5 of the Attachment;

(b) Property damage due to the neglect of the person indemnified to use all reasonable means to save and preserve the property after knowledge of a nuclear incident;

(c) If the nuclear incident occurs in the course of transportation of the radioactive material, the transporting vehicle and containers used in such transportation;

(d) The radioactive material.

3. The Commission agrees to indemnify and hold harmless the licensee, and other persons indemnified as their interest may appear, from the reasonable costs of investigating, settling and defending claims for public liability.

4.(a) The obligations of the Commission under this agreement shall apply only with respect to such public liability, such damage to property of persons legally liable for the nuclear incident (other than such property described in the proviso to paragraph 2 of this Article), and such reasonable costs described in paragraph 3 of this Article as in the aggregate exceed the amount of financial protection.

(b) With respect to a common occurrence, the obligations of the Commission under this agreement shall apply only with respect to such public liability, such damage to property of persons legally liable for the nuclear incident (other than such property described in the proviso to paragraph 2 of this Article), and to such reasonable costs described in paragraph 3 of this Article, as in the aggregate exceed whichever of the following is lower: (1) The sum of the amounts of financial protection established under this agreement and all other applicable agreements; or (2) \$74,000,000.

5. The obligations of the Commission under this agreement shall apply only with respect to nuclear incidents occurring during the term of this agreement.

6. The obligations of the Commission under this and all other agreements and contracts to which the Commission is a party shall not, with respect to any nuclear incident, in the aggregate exceed whichever of the following is the lowest: (a) \$500,000,000; (b) \$560,000,000 less the amount of financial protection required under this agreement; or (c) with respect to a common occurrence, \$560,000,000 less the sum of the amounts of financial protection established under this agreement and all other applicable agreements.

7. The obligations of the Commission under this agreement, except to the licensee for damage to property of the licensee, shall not be affected by any failure on the part of the licensee to fulfill its obligations under this agreement. Bankruptcy or insolvency of the licensee or any other person indemnified or of the estate of the licensee or any other person indemnified shall not relieve the Commission of any of its obligations hereunder.

ARTICLE IV

1. When the Commission determines that the United States will probably be required to make indemnity payments under the provisions of this agreement, the Commission shall have the right to collaborate with the licensee and other persons indemnified in the settlement and defense of any claim and shall have the right (a) to require the prior approval of the Commission for the settlement or payment of any claim or action asserted against the licensee or other person indemnified for public liability or damage to property of persons legally liable for the nuclear incident which claim or action the licensee or the Commission may be required to indemnify under this agreement; and (b) to appear through the Attorney General of the United States on behalf of the licensee or other person indemnified, take charge of such action and settle or defend any such action. If the settlement or defense of any such action or claim is undertaken by the Commission, the licensee shall furnish all reasonable assistance in effecting a settlement or asserting a defense.

2. Neither this agreement nor any interest therein nor claim thereunder may be assigned or transferred without the approval of the Commission.

ARTICLE V

The parties agree that they will enter into appropriate amendments of this agreement to the extent that such amendments are required pursuant to the Atomic Energy Act of 1954, as amended, or licenses, regulations or orders of the Commission.

ARTICLE VI

The licensee agrees to pay to the Commission such fees as are established by the Commission pursuant to regulations or orders of the Commission.

ARTICLE VII

The term of this agreement shall commence as of the date and time specified in Item 6 of the Attachment and shall terminate at the time of expiration of that license specified in Item 3 of the Attachment, which is the last to expire; provided that, except as may otherwise be provided in applicable regulations or orders of the Commission, the term of this agreement shall not terminate until all the radioactive material has been removed from the location and transportation of the radioactive material from the location has ended as defined in subparagraph 5(b), Article I. Termination of the term of this agreement shall not affect any obligation of the licensee or any obligation of the Commission under this agreement with respect to any nuclear incident occurring during the term of this agreement.

ARTICLE IV

1. When the Commission determines that the United States will probably be required to make indemnity payments under the provisions of this agreement, the Commission shall have the right to collaborate with the licensee and other persons indemnified in the settlement and defense of any claim and shall have the right (a) to require the prior approval of the Commission for the settlement or payment of any claim or action asserted against the licensee or other person indemnified for public liability or damage to property of persons legally liable for the nuclear incident which claim or action the licensee or the Commission may be required to indemnify under this agreement; and (b) to appear through the Attorney General of the United States on behalf of the licensee or other person indemnified, take charge of such action and settle or defend any such action. If the settlement or defense of any such action or claim is undertaken by the Commission, the licensee shall furnish all reasonable assistance in effecting a settlement or asserting a defense.

2. Neither this agreement nor any interest therein nor claim thereunder may be assigned or transferred without the approval of the Commission.

ARTICLE V

The parties agree that they will enter into appropriate amendments of this agreement to the extent that such amendments are required pursuant to the Atomic Energy Act of 1954, as amended, or licenses, regulations or orders of the Commission.

ARTICLE VI

The licensee agrees to pay to the Commission such fees as are established by the Commission pursuant to regulations or orders of the Commission.

ARTICLE VII

The term of this agreement shall commence as of the date and time specified in Item 6 of the Attachment and shall terminate at the time of expiration of that license specified in Item 3 of the Attachment, which is the last to expire provided that, except as may otherwise be provided in applicable regulations or orders of the Commission, the term of this agreement shall not terminate until all the radioactive material has been removed from the location and transportation of the radioactive material from the location has ended as defined in subparagraph 5(b), Article I. Termination of the term of this agreement shall not affect any obligation of the licensee or any obligation of the Commission under this agreement with respect to any nuclear incident occurring during the term of this agreement.

UNITED STATES ATOMIC ENERGY COMMISSION

ATTACHMENT

Indemnity Agreement No. B-9

Item 1 - Licensee Gulf General Atomic Incorporated

Address P.O. Box 608
San Diego, California 92112

Item 2 - Amount of financial protection

- a. \$ 250,000 (From 12:01 a.m., September 26, 1957, to
12:00 midnight, May 6, 1960, inclusive)
- \$1,500,000 (From 12:01 a.m., May 7, 1960, to
12:00 midnight, August 6, 1961, inclusive)
- \$2,500,000 (Subsequent to that date)

b. With respect to any nuclear incident, the amount specified in Item 2a of this Attachment shall be deemed to be (i) reduced to the extent that any payment made by the insurer or insurers under a policy or policies specified in Item 5 of this Attachment reduces the aggregate amount of such insurance policies below the amount specified in Item 2a and (ii) restored to the extent that, following such reduction, the aggregate amount of such insurance policies is reinstated.

Item 3 - License number or numbers

Currently Effective Licenses

- GX-23 (From 12:01 a.m., May 25, 1965)
- R-38 (From 12:01 a.m., May 3, 1958)
- R-67 (From 12:01 a.m., July 1, 1960)
- out* — R-99 (From 12:01 a.m., June 29, 1963)
- R-100 (From 12:01 a.m., January 14, 1966)
- R-104 (From 12:01 a.m., September 8, 1966)
- R-105 (From 12:01 a.m., March 7, 1967)

Terminated Licenses

CX-3 (From 12:01 a.m., September 26, 1957, to
12:00 midnight, March 15, 1960, inclusive)
CX-24 (From 12:01 a.m., February 17, 1966, to
12:00 midnight, December 30, 1966, inclusive)
R-96 (From 12:01 a.m., September 22, 1964, to
12:00 midnight, March 5, 1965, inclusive)

→ R-99
Item 4 - Location

With respect to License Nos. CX-3 and CX-23:

The Experimental Critical Facility Assembly Building (previously called the CINGA, EPOR and Nuclear Rocket Critical Building) and the Control Room in a separate building at the John Jay Hopkins Laboratory. The location is depicted and outlined in red in the attached Figure 3 and is designated as the "Critical Facility" in the attached Figure 2.

With respect to License Nos. R-38, R-57, R-100 and CX-24:

The TRIGA reactor facility building at the John Jay Hopkins Laboratory. The location is depicted and outlined in red in the attached Figure 4 and is designated as the "TRIGA" in the attached Figure 2.

With respect to License No. R-99:

The CD Experimental Room in the Linear Accelerator Building, the Reactor Control Room in a separate building located above the earth fill covering the CD Experimental Room; and the Butler Building No. 10 in the Waste Yard Facility, all at the John Jay Hopkins Laboratory. The location is depicted and outlined in red in the attached Figures 5, 6 and 7 and is designated as the "LINAC" and as the "Wasteyard" in the attached Figure 2.

With respect to License Nos. R-96 and R-104:

The HTGR Critical Facility Building at the John Jay Hopkins Laboratory. The location is depicted and outlined in red in the attached Figure 8 and is designated as the "HTGR" in the attached Figure 2.

With respect to License No. R-105:

The CD Experimental Room and Fast Spectrum Cell in the Linear Accelerator Building, the Reactor Control Room in a separate building located above the earth fill covering the CD Experimental Room and the Fast Spectrum Cell; and the Butler Building No. 10 in the Waste Yard Facility, all at the John Jay Hopkins Laboratory. The location is depicted and outlined in red in the attached Figures 5A, 6 and 7 and is designated as the "LINAC" and as the "Wasteyard" in the attached Figure 2.

All of the above are within the General Atomic John Jay Hopkins Laboratory depicted in the attached Figure 2. The John Jay Hopkins Laboratory of the General Atomic Division of General Dynamics Corporation is located on a site on the easterly side of U.S. Route 101, also known as "Pacific Highway" and as "Torrey Pines Road," beginning north of Genessee Avenue at Torrey Pines Mesa, San Diego, California, as shown in the attached Figure 1.

Item 5 - Insurance Policy No.(s)

Nuclear Energy Liability Policy (Facility Form) No. NF-34, issued by Nuclear Energy Liability Insurance Association.

Item 6.- The indemnity agreement designated above, of which this Attachment is a part, is effective as of 12:01 a.m., on the 26th day of September 1957, and supersedes the interim indemnity agreement dated January 28, 1959, between you and the Atomic Energy Commission.

FOR THE UNITED STATES ATOMIC ENERGY COMMISSION



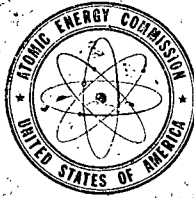
Eber R. Price, Director
Division of State and Licensee Relations

Accepted January 22, 1969, 1968

By



GULF GENERAL ATOMIC INCORPORATED



DOCKET NO.

50-37

UNITED STATES
ATOMIC ENERGY COMMISSION
WASHINGTON, D.C. 20545

-89
-163
-233
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-240

AMENDMENT TO INDEMNITY AGREEMENT NO. B- 9

AMENDMENT NO. 17

Effective February 1, 1969, Indemnity Agreement No. B- 9 , between
Gulf General Atomic Incorporated
and the Atomic Energy Commission, dated April 20, 1962 , as
amended, is hereby further amended as follows:

The amount "\$74,000,000" is deleted wherever it appears
and the amount "\$82,000,000" is substituted therefor.

The amount "\$57,350,000" is deleted wherever it appears
and the amount "\$63,550,000" is substituted therefor.

The amount "\$16,650,000" is deleted wherever it appears
and the amount "\$18,450,000" is substituted therefor.

FOR THE UNITED STATES ATOMIC ENERGY COMMISSION

Eber R. Price, Director
Division of State and Licensee Relations

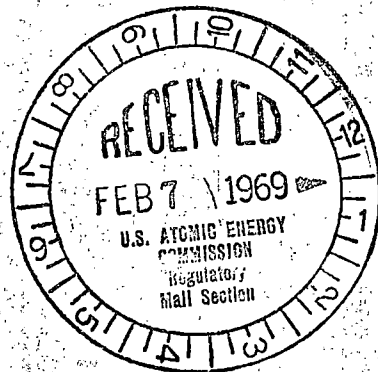
Accepted

J. H. Menken, Comptroller

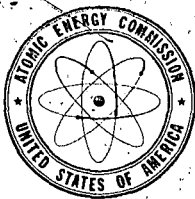
February 4,
1969

xByx For

GULF GENERAL ATOMIC INCORPORATED



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UNITED STATES
ATOMIC ENERGY COMMISSION

WASHINGTON, D.C. 20545

AMENDMENT TO INDEMNITY AGREEMENT NO. B-9

AMENDMENT NO. 18

Effective OCT 22 1969, Indemnity Agreement No. B-9, between Gulf General Atomic Incorporated and the Atomic Energy Commission, dated April 20, 1962, as amended, is hereby further amended as follows:

Item 3 of the Attachment to the indemnity agreement is deleted in its entirety and the following substituted therefor:

Item 3 - License number or numbers

Currently Effective Licenses

CX-23	(From 12:01 a.m., May 25, 1965)
R-38	(From 12:01 a.m., May 3, 1958)
R-67	(From 12:01 a.m., July 1, 1960)
R-100	(From 12:01 a.m., January 14, 1966)
R-104	(From 12:01 a.m., September 8, 1966)
R-105	(From 12:01 a.m., March 7, 1967)

Terminated Licenses

CX-3	(From 12:01 a.m., September 26, 1957, to 12:00 midnight, March 15, 1960, inclusive)
CX-24	(From 12:01 a.m., February 17, 1966, to 12:00 midnight, December 30, 1966, inclusive)
R-96	(From 12:01 a.m., September 22, 1964, to 12:00 midnight, March 5, 1965, inclusive)
R-99	(From 12:01 a.m., June 29, 1965, to 12:00 midnight, <u>OCT 21 1969</u>)

FOR THE UNITED STATES ATOMIC ENERGY COMMISSION

Eber R. Price

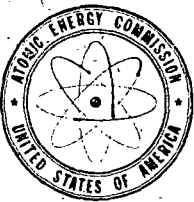
Eber R. Price, Director
Division of State and Licensee Relations

Accepted December 3, 1969

By *J. H. Menken*

GULF GENERAL ATOMIC INCORPORATED
J. H. Menken, Comptroller

3804



UNITED STATES
ATOMIC ENERGY COMMISSION
WASHINGTON, D.C. 20545

AMENDMENT TO INDEMNITY AGREEMENT NO. B-9

AMENDMENT NO. 19

Effective September 16, 1970, Indemnity Agreement No. B-9, between Gulf General Atomic, Inc. and the Atomic Energy Commission, dated April 20, 1962, as amended is hereby further amended by deleting the name "Gulf General Atomic, Inc." wherever it appears in the agreement and substituting in lieu thereof the name:

"Gulf Energy & Environmental Systems, Inc."

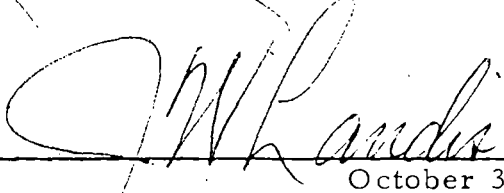
FOR THE UNITED STATES ATOMIC ENERGY COMMISSION

A handwritten signature in cursive script, reading "Eber R. Price", is written over a horizontal line.

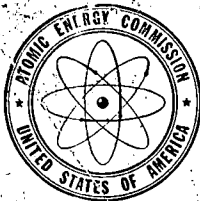
Eber R. Price, Director
Division of State and Licensee Relations

Accepted _____, 1970

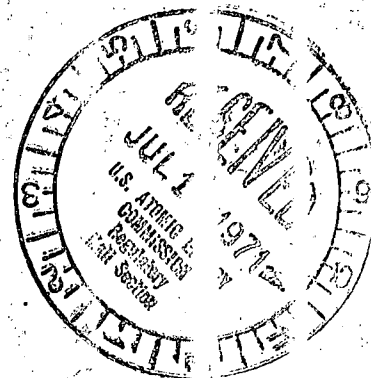
By _____
GULF GENERAL ATOMIC, INC.

Accepted  _____, 1970
October 30

By _____
GULF ENERGY & ENVIRONMENTAL SYSTEMS, INC.



UNITED STATES
ATOMIC ENERGY COMMISSION
WASHINGTON, D.C. 20545



AMENDMENT TO INDEMNITY AGREEMENT NO. B-9

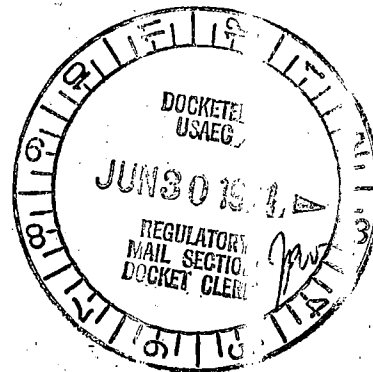
AMENDMENT NO. 20

Effective April 23, 1971, Indemnity Agreement No. B-9 between Gulf Energy and Environmental Systems, Inc. and the Atomic Energy Commission, dated April 20, 1962, as amended, is hereby further amended by deleting the name "Gulf Energy and Environmental Systems, Inc." wherever it appears in the agreement and substituting in lieu thereof the name:

"Gulf Oil Corporation"

FOR THE UNITED STATES ATOMIC ENERGY COMMISSION

Eber R. Price
Division of State and Licensee Relations

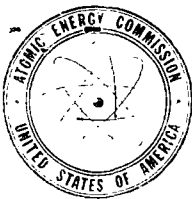


Accepted: June 22, 1971

By: EXECUTIVE VICE PRESIDENT
GULF OIL CORPORATION

Accepted: June 28, 1971

By: Vice President
GULF ENERGY AND ENVIRONMENTAL SYSTEMS, INC.



UNITED STATES
ATOMIC ENERGY COMMISSION

WASHINGTON, D.C. 20545

Docket Nos. 50-89 50-163
 50-37 50-235
 50-234 50-240
 50-233

AMENDMENT TO INDEMNITY AGREEMENT NO. B-9

AMENDMENT NO. 21

Effective December 14, 1971, Indemnity Agreement No. B-9 between Gulf Oil Corporation and the Atomic Energy Commission, dated April 20, 1962, as amended, is hereby further amended as follows:

Article II is amended by adding the following proviso at the end of subparagraph 5(c):

"Provided, however, that with respect to an extraordinary nuclear occurrence occurring at the facility, a claimant who is employed at the facility in connection with the construction of a nuclear reactor with respect to which no operating license has been issued by the Atomic Energy Commission shall not be considered as employed in connection with the activity where the extraordinary nuclear occurrence takes place if:

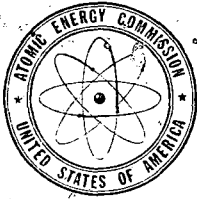
- (1) the claimant is employed exclusively in connection with the construction of a nuclear reactor, including all related equipment and installations at the facility, and
- (2) no operating license has been issued by the AEC with respect to the nuclear reactor, and
- (3) the claimant is not employed in connection with the possession, storage, use or transfer of nuclear material at the facility."

FOR THE UNITED STATES ATOMIC ENERGY COMMISSION

Lyall Johnson
Lyall Johnson, Director
Division of State and Licensee Relations

Accepted January 4, 1971
GULF OIL CORPORATION

By *John W. Landis*
John W. Landis, President
Gulf General Atomic Company,
a Division of Gulf Oil Corporation



UNITED STATES
ATOMIC ENERGY COMMISSION
WASHINGTON, D.C. 20545

Docket Nos. 50-89 50-163
50-37 50-235
50-234 50-240
50-233

AMENDMENT TO INDEMNITY AGREEMENT NO. B-9

AMENDMENT NO. 22

Effective March 1, 1972, Indemnity Agreement No. B-9, between Gulf Oil Corporation and the Atomic Energy Commission, dated April 20, 1962, as amended, is hereby further amended as follows:

The amount "\$82,000,000" is deleted wherever it appears and the amount "\$95,000,000" is substituted therefor.

The amount "\$63,550,000" is deleted wherever it appears and the amount "\$73,625,000" is substituted therefor.

The amount "\$18,450,000" is deleted wherever it appears and the amount "\$21,375,000" is substituted therefor.

FOR THE UNITED STATES ATOMIC ENERGY COMMISSION

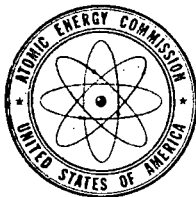
Jerome Saltzman, Chief
Indemnity and Export Control Branch
Division of State and Licensee Relations

Accepted March 22, 1972

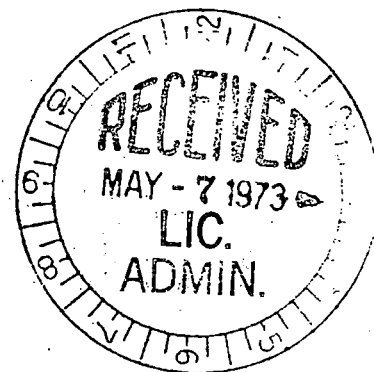
By

GULF OIL CORPORATION

E. E. Watson
Regional Treasury Manager



UNITED STATES
ATOMIC ENERGY COMMISSION
WASHINGTON, D.C. 20545



Docket Nos. 50-37
50-89
50-163
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AMENDMENT TO INDEMNITY AGREEMENT NO. B-9

AMENDMENT NO. 23

Effective APR 20 1973, Indemnity Agreement No. B-9, between Gulf Oil Corporation and the Atomic Energy Commission, dated April 20, 1962, as amended, is hereby further amended as follows:

Item 3 of the Attachment to the indemnity agreement is deleted in its entirety and the following substituted therefor:

Item 3 - License number or numbers

Currently Effective Licenses

CX-23	(From 12:01 a.m., May 25, 1965)
R-38	(From 12:01 a.m., May 3, 1958)
R-67	(From 12:01 a.m., July 1, 1960)
R-100	(From 12:01 a.m., January 14, 1966)
R-105	(From 12:01 a.m., March 7, 1967)

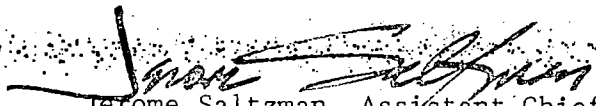
Terminated Licenses

CX-3	(From 12:01 a.m., September 26, 1957, to 12:00 midnight, March 15, 1960, inclusive)
CX-24	(From 12:01 a.m., February 17, 1966, to 12:00 midnight, December 30, 1966, inclusive)

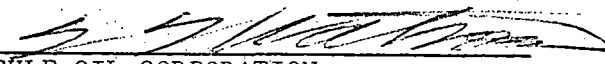
Terminated Licenses continued

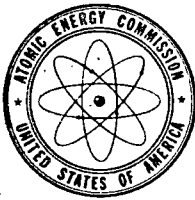
R-96	(From 12:01 a.m., September 22, 1964, to 12:00 midnight, March 5, 1965, inclusive)
R-99	(From 12:01 a.m., June 29, 1965, to 12:00 midnight, October 21, 1969, inclusive)
R-104	(From 12:01 a.m., September 8, 1966, to 12:00 midnight, APR 20 1973 inclusive)

FOR THE UNITED STATES ATOMIC ENERGY COMMISSION


Jerome Saltzman, Assistant Chief
Office of Antitrust & Indemnity
Directorate of Licensing

Accepted May 4, 1973

By 
GULF OIL CORPORATION
E. E. Watson, West Coast
Treasury Representative



UNITED STATES
ATOMIC ENERGY COMMISSION
WASHINGTON, D.C. 20545

Docket Nos. 50-37
50-89
50-163
50-233
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50-240

AMENDMENT TO INDEMNITY AGREEMENT NO. B-9

AMENDMENT NO. 24

Effective **AUG 10 1973**, Indemnity Agreement No. B-9, between Gulf Oil Corporation and the Atomic Energy Commission, dated April 20, 1962, as amended, is hereby further amended as follows:

Item 3 of the Attachment to the indemnity agreement is deleted in its entirety and the following substituted therefor:

Item 3 - License number or numbers

Currently Effective Licenses

R-38	(From 12:01 a.m., May 3, 1958)
R-67	(From 12:01 a.m., July 1, 1960)
R-100	(From 12:01 a.m., January 14, 1966)

Terminated Licenses

CX-3	(From 12:01 a.m., September 26, 1957, to 12:00 midnight, March 15, 1960, inclusive)
CX-24	(From 12:01 a.m., February 17, 1966, to 12:00 midnight, December 30, 1966, inclusive)
R-96	(From 12:01 a.m., September 22, 1964, to 12:00 midnight, March 5, 1965, inclusive)
R-99	(From 12:01 a.m., June 29, 1965, to 12:00 midnight, October 21, 1969, inclusive)

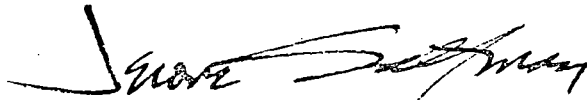
Terminated Licenses continued

R-104 (From 12:01 a.m., September 8, 1966, to
12:00 midnight, April 20, 1973,
inclusive)
R-105 (From 12:01 a.m., March 7, 1967, to
12:00 midnight, AUG 9 1973
inclusive)
CX-23 (From 12:01 a.m., May 25, 1965, to
12:00 midnight, AUG 9 1973
inclusive)

R-105

(From 12:01 a.m., January 14, 1966, to
12:00 midnight,
inclusive)

FOR THE UNITED STATES ATOMIC ENERGY COMMISSION

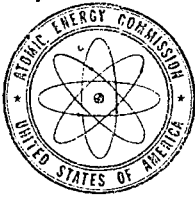


Jerome Saltzman, Assistant Chief
Office of Antitrust & Indemnity
Directorate of Licensing

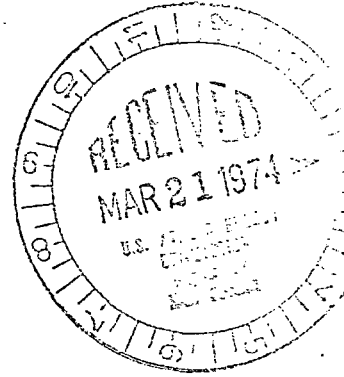
Accepted August 21, 1973

By Douglas T. Farney
GULF OIL CORPORATION

Douglas T. Farney
Licensing Administrator
Gulf Energy & Environmental Systems Company
a Division of Gulf Oil Corporation



UNITED STATES
ATOMIC ENERGY COMMISSION
WASHINGTON, D.C. 20545



Docket Nos. 50-89, 50-163,
50-37, 50-235,
50-234, 50-240,
and 50-233

AMENDMENT TO INDEMNITY AGREEMENT NO. B-9

AMENDMENT NO. 25

Effective March 1, 1974, Indemnity Agreement No. B-9, between Gulf Oil Corporation and the Atomic Energy Commission, dated April 20, 1962, as amended, is hereby further amended as follows:

The amount "\$95,000,000" is deleted wherever it appears and the amount "\$110,000,000" is substituted therefor.

The amount "\$73,625,000" is deleted wherever it appears and the amount "\$85,250,000" is substituted therefor.

The amount "\$21,375,000" is deleted wherever it appears and the amount "\$24,750,000" is substituted therefor.

FOR THE UNITED STATES ATOMIC ENERGY COMMISSION

Jerome Saltzman, Deputy Chief
Office of Antitrust & Indemnity
Directorate of Licensing

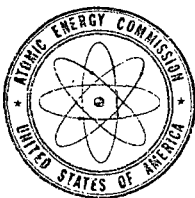
Accepted March 15, 1974

By

~~GULF OIL CORPORATION~~

J. W. Landis, Vice President
General Atomic Company

2390



UNITED STATES
ATOMIC ENERGY COMMISSION
WASHINGTON, D.C. 20545

Docket Nos. 50-89, 50-163
50-37, 50-235
50-234, 50-240
and 50-233

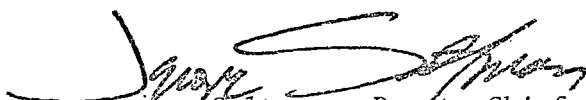
AMENDMENT TO INDEMNITY AGREEMENT NO. B-9

AMENDMENT NO. 26

Effective JUL 18 1974, Indemnity Agreement No. B-9 between Gulf Oil Corporation and the Atomic Energy Commission, dated April 20, 1962, as amended, is hereby further amended by deleting the name "Gulf Oil Corporation" wherever it appears in the agreement and substituting in lieu thereof the name:

"General Atomic Company"

FOR THE UNITED STATES ATOMIC ENERGY COMMISSION


Jerome Saltzman, Deputy Chief
Office of Antitrust & Indemnity
Directorate of Licensing

Accepted July 23, 1974

By Donald T. Farney
GENERAL ATOMIC COMPANY

Docket Nos. 50-37
50-89
50-163
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50-240
50-247

UNITED STATES
NUCLEAR REGULATORY COMMISSION
WASHINGTON, D. C. 20555

AMENDMENT TO INDEMNITY AGREEMENT NO. B-9

AMENDMENT NO. 27

Effective March 21, 1975, Indemnity Agreement No. B-9, between General Atomic Company and the Atomic Energy Commission, dated April 20, 1962, as amended, is hereby further amended as follows:

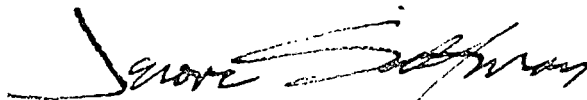
The name "United States Atomic Energy Commission" is deleted wherever it appears and the name "United States Nuclear Regulatory Commission" is substituted therefor.

The amount "\$110,000,000" is deleted wherever it appears and the amount "\$125,000,000" is substituted therefor.

The amount "\$85,250,000" is deleted wherever it appears and the amount "\$96,875,000" is substituted therefor.

The amount "\$24,750,000" is deleted wherever it appears and the amount "\$28,125,000" is substituted therefor.

FOR THE UNITED STATES NUCLEAR REGULATORY COMMISSION



Jerome Saltzman, Deputy Chief
Office of Antitrust & Indemnity
Nuclear Reactor Regulation

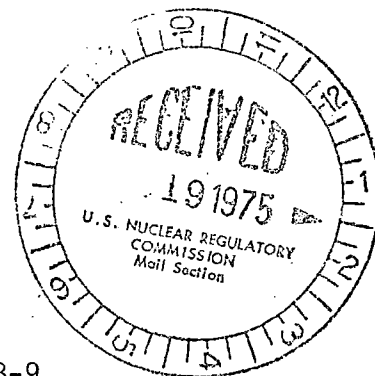
Accepted March 31, 1975

By 
GENERAL ATOMIC COMPANY



Docket Nos 50-37
50-89
50-163
50-227
50-233
50-234
50-235
50-240

UNITED STATES
NUCLEAR REGULATORY COMMISSION
WASHINGTON, D. C. 20555



AMENDMENT TO INDEMNITY AGREEMENT NO. B-9

AMENDMENT NO. 28

Effective DEC 10 1975, Indemnity Agreement No. B-9, between General Atomic Company and the Atomic Energy Commission, dated April 20, 1962, as amended, is hereby further amended as follows:

Item 3 of the Attachment to the indemnity agreement is deleted in its entirety and the following substituted therefor:

Item 3 - License number or numbers

Currently Effective Licenses

R-38 (From 12:01 a.m., May 3, 1958)
R-67 (From 12:01 a.m., July 1, 1960)

Terminated Licenses

CX-3 (From 12:01 a.m., September 26, 1957, to 12:00 midnight, March 15, 1960, inclusive)
CX-24 (From 12:01 a.m., February 17, 1966, to 12:00 midnight, December 30, 1966, inclusive)
R-96 (From 12:01 a.m., September 22, 1964, to 12:00 midnight, March 5, 1965, inclusive)
R-99 (From 12:01 a.m., June 29, 1965, to 12:00 midnight, October 21, 1969, inclusive)

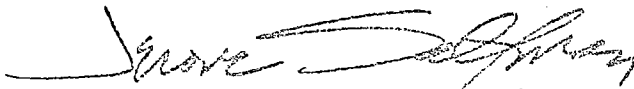


14092

Terminated Licenses continued

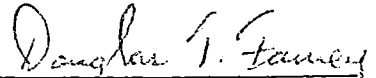
R-104	(From 12:01 a.m., September 8, 1966, to 12:00 midnight, April 20, 1973, inclusive)
R-105	(From 12:01 a.m., March 7, 1967, to 12:00 midnight, August 9, 1973, inclusive)
CX-23	(From 12:01 a.m., May 25, 1965, to 12:00 midnight, August 9, 1973, inclusive)
R-100	(From 12:01 a.m., January 14, 1966, to 12:00 midnight, DEC 9 1975 , inclusive)

FOR THE UNITED STATES NUCLEAR REGULATORY COMMISSION



Jerome Saltzman, Acting Chief
Office of Antitrust & Indemnity
Nuclear Reactor Regulation

Accepted December 16, 1975

By 

GENERAL ATOMIC COMPANY
Douglas T. Farney
Licensing Administrator



UNITED STATES
NUCLEAR REGULATORY COMMISSION
WASHINGTON, D. C. 20555

Docket Nos. 50-37, 50-89
50-163, 50-227
50-233, 50-234
50-235, 50-240

AMENDMENT TO INDEMNITY AGREEMENT NO. B-9

AMENDMENT NO. 29

Effective **MAY 1 1977**, Indemnity Agreement No. B-9, between General Atomic Company, and the Atomic Energy Commission, dated April 20, 1962, as amended, is hereby further amended as follows:

The amount "\$125,000,000" is deleted wherever it appears and the amount "\$140,000,000" is substituted therefor.

The amount "\$96,875,000" is deleted wherever it appears and the amount "\$108,500,000" is substituted therefor.

The amount "\$28,125,000" is deleted wherever it appears and the amount "\$31,500,000" is substituted therefor.

FOR THE UNITED STATES NUCLEAR REGULATORY COMMISSION

/s/ JEROME SALTZMAN

Jerome Saltzman, Chief
Antitrust & Indemnity Group
Nuclear Reactor Regulation

Accepted _____, 1977

By _____
GENERAL ATOMIC COMPANY



UNITED STATES
NUCLEAR REGULATORY COMMISSION
WASHINGTON, D. C. 20555

Docket Nos. 50-37, 50-89, 50-163
50-227, 50-233, 50-234
50-235, 50-240

AMENDMENT TO INDEMNITY AGREEMENT NO. B-9

AMENDMENT NO. 30

Effective August 1, 1977, Indemnity Agreement No. B-9, between General Atomic Company, and the Atomic Energy Commission, dated April 20, 1962, as amended, is hereby further amended by adding a new Article VIII to read as follows:

"ARTICLE VIII

- "1. If the licensee fails to pay assessed deferred premiums, the Commission reserves the right to pay those premiums on behalf of the licensee and to recover the amount of such premiums from the licensee.
- "2. The Commission shall require the immediate submission of financial statements by those licensees who indicate, after an assessment of the retrospective premium by the insurance pools, that they will not pay the assessment. Such financial statements shall include, as a minimum, exhibits indicating internally generated funds from operations and accumulated retained earnings. Subsequent submission of financial statements by such licensees may be requested by the Commission, as required.
- "3. If premiums are paid by the Commission as provided in paragraph 1, payment by the Commission shall create a lien in the amount paid in favor of the United States upon all property and rights to property, whether real or personal, belonging to such licensee. The lien shall arise at the time payment is made by the Commission and shall continue until the liability for the amount (or a judgment against the licensee arising out of such liability) is satisfied or becomes unenforceable. The Commission will issue a certificate of release of any such lien if it finds that the liability for the amount has been fully satisfied or has become legally unenforceable.

- "4. If the Commission determines that the licensee is financially able to reimburse the Commission for a deferred premium payment made in its behalf, and the licensee, after notice of such determination by the Commission fails to make such reimbursement within 120 days, the Commission will take appropriate steps to suspend the license for 30 days. The Commission may take any further action as necessary if reimbursement is not made within the 30-day suspension period including, but not limited to, termination of the operating license."

FOR THE UNITED STATES NUCLEAR REGULATORY COMMISSION

/s/ JEROME SALTZMAN

Jerome Saltzman, Chief
Antitrust and Indemnity Group
Office of Nuclear Reactor Regulation

Accepted _____, 1978

By _____
GENERAL ATOMIC COMPANY



UNITED STATES
NUCLEAR REGULATORY COMMISSION
WASHINGTON, D. C. 20555

Docket Nos. 50-37 50-234
 50-89 50-235
 50-163 50-240
 50-227 50-233

AMENDMENT TO INDEMNITY AGREEMENT NO. B-9

AMENDMENT NO. 31

Effective May 1, 1979, Indemnity Agreement No. B-9, between General Atomic Company and the Atomic Energy Commission, dated April 20, 1962, as amended, is hereby further amended as follows:

The amount "\$140,000,000" is deleted wherever it appears and the amount "\$160,000,000" is substituted therefor.

The amount "\$108,500,000" is deleted wherever it appears and the amount "\$124,000,000" is substituted therefor.

The amount "\$31,500,000" is deleted wherever it appears and the amount "\$36,000,000" is substituted therefor.

FOR THE UNITED STATES NUCLEAR REGULATORY COMMISSION

Jerome Saltzman, Chief
Antitrust & Indemnity Group
Office of Nuclear Reactor Regulation

Accepted _____, 1979

By _____
GENERAL ATOMIC COMPANY



UNITED STATES
NUCLEAR REGULATORY COMMISSION
WASHINGTON, D. C. 20555

Docket Nos. 50-37, 50-89, 50-163
50-227, 50-234, 50-235
50-240, 50-233

AMENDMENT TO INDEMNITY AGREEMENT NO. B-9

AMENDMENT NO. 32

Effective May 1, 1977, Indemnity Agreement No. B-9, between General Atomic Company and the Atomic Energy Commission, dated April 20, 1962, as amended, is hereby further amended by modifying the prefatory language of paragraph 5, Article I, to read as follows:

"In the course of transportation" means in the course of transportation within the United States, or in the course of transportation outside the United States and any other nation, including handling or temporary storage incidental thereto, of the radioactive material to the location or from the location provided that:

FOR THE UNITED STATES NUCLEAR REGULATORY COMMISSION

A handwritten signature in dark ink, appearing to read "Jerome Saltzman", is written over the typed name and title.

Jerome Saltzman, Chief
Antitrust & Indemnity Group
Office of Nuclear Reactor Regulation

Accepted _____, 1979

By _____
GENERAL ATOMIC COMPANY



UNITED STATES
NUCLEAR REGULATORY COMMISSION
WASHINGTON, D.C. 20555-0001

Docket Nos. 50-089 and 50-163

AMENDMENT TO INDEMNITY AGREEMENT NO. B-9
AMENDMENT NO. 33

Effective December 7, ²⁰²¹~~2022~~, Indemnity Agreement No. B-9, between General Atomic Company, and the US Nuclear Regulatory Commission, dated April 20, 1962, as amended, is hereby terminated.

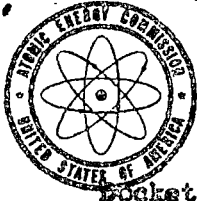
FOR THE UNITED STATES NUCLEAR REGULATORY COMMISSION

A handwritten signature in blue ink, appearing to read "FR Miller", written over a horizontal line.

Fred R. Miller, Chief
Financial Assessment Branch
Division of Rulemaking, Environmental, and Financial Support
Office of Nuclear Material Safety and Safeguards

Accepted May 31, 2022

By A handwritten signature in black ink, written over a horizontal line.
GENERAL ATOMIC COMPANY



UNITED STATES
ATOMIC ENERGY COMMISSION
WASHINGTON 25, D. C.

Docket No. 50-37, and 50-89

JAN 28 1959

General Dynamics Corporation
P. O. Box 608
San Diego, California

Attention: Dr. Frederic de Hoffman
Vice President

Gentlemen:

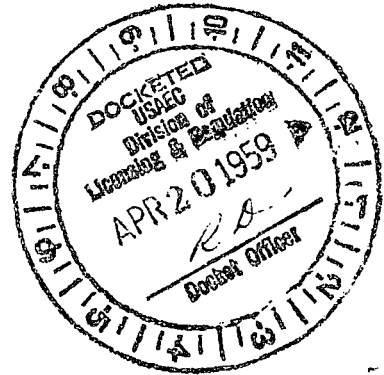
The Commission hereby agrees to indemnify and hold harmless

General Dynamics Corporation

and other persons indemnified as their interests may appear, from public liability arising from nuclear incidents which is in excess of the level of financial protection required of you as licensee under AEC License Nos. GK-3 and R-38. The aggregate indemnity for all persons indemnified in connection with each nuclear incident shall not exceed \$500,000,000 including the reasonable costs of investigating and settling claims and defending suits for damage. The obligations of the Commission under this agreement shall apply only with respect to such liability as arises out of or in connection with the activity licensed under AEC License Nos. GK-3 and R-38. The terms "persons indemnified", "public liability", and "nuclear incident", as used in this paragraph have the meanings defined in Section 11 of the Atomic Energy Act of 1954, as amended. This agreement is effective as of September 26, 1957.

This agreement will be superseded, in due course, by the execution and issuance of a formal indemnity agreement between you and the Commission containing such provisions as are required by law and such additional provisions as may be incorporated therein by the Commission pursuant to its regulations, which formal agreement will be effective, and will supersede this agreement, as of the effective date referred to above. Until this agreement has been so superseded, it is understood that this agreement constitutes the agreement of indemnification contemplated by subsection 170 c. of the Atomic Energy Act of 1954, as amended.

As you know, the regulations in Part 140 are considered to be of a temporary nature. Future amendments to the regulations in Part 140



Copy to Frederic de Hoffman
4/21/59
rym

JAN 28 1959

may, among other things, change the amount or nature of the financial protection which must be maintained as a condition of the license referred to above.

By your acceptance of this agreement, you agree to pay to the Commission the fee provided for by Section 140.17 (b) of the Commission's regulations, in accordance with billing instructions received from the Commission.

U. S. ATOMIC ENERGY COMMISSION


By H. L. Price

Director

Division of Licensing and Regulation

Accepted April 15, 1959

By 

Frederic de Hoffmann

Vice President, General Dynamics Corporation
and

Division General Manager, General Atomic Division



SEP 30 1982

MEMORANDUM FOR: E. Leo Slaggie, Acting Solicitor
Office of the General Counsel

Guy Cunningham
Office of the Executive Legal Director

FROM: Jerome Saltzman, Assistant Director
State and Licensee Relations
Office of State Programs

SUBJECT: CLAIM FILED AGAINST GENERAL ATOMIC COMPANY ET. AL.

We have recently received from American Nuclear Insurers the enclosed copy of a complaint filed under the Price-Anderson Act. The complaint, which has been filed by the wife and children of decedent Billy F. Williams, alleges that Williams' death resulted from radiation exposures he received during his employment between 1958 to October 13, 1980 at General Atomics' Torry Pines nuclear facility. We have learned that Public Service Company of Colorado has been named as one of the defendants because of the possibility that Mr. Williams worked at their nuclear facility while employed by General Atomic. Plaintiffs are suing for an unspecified amount for support costs, and for medical, funeral and related expenses.

Jerome Saltzman, Assistant Director
State and Licensee Relations
Office of State Programs

Enclosure:
As stated

Distribution:

Subject: General Atomic Company, *claims file* ✓

SLR:OSP

DIR:R/F

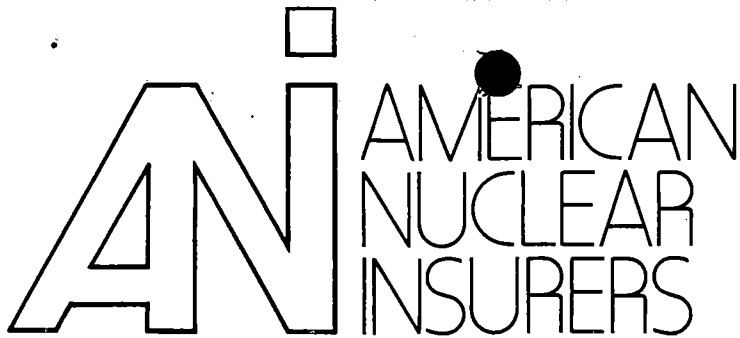
XXXXXXXXXXXX

I. Dinitz R/F

D. Nash

J. Saltzman

OFFICE	OSP	OSP	OSP				
SURNAME	I. Dinitz/Rh	D. Nash	J. Saltzman				
DATE	9/29/82	9/29/82	9/29/82				



BURT C. PROOM, CPCU
President

JOHN E. HARWARD
Vice President-Claims

September 13, 1982

Mr. Jerome Saltzman
Assistant Director
State and Licensee Relations
Office of State Programs
U. S. Nuclear Regulatory Commission
Washington, D.C. 20555

Subject: Abstract #95
General Atomic Company
Re: Marjorie Elaine Williams, et al.
D/O: 1958 to 10/13/80

Dear Mr. Saltzman:

We have just been informed of a suit in the San Diego, California Superior Court by the wife and surviving children of decedent, Billy F. Williams.

A copy of the complaint, and amended complaint, filed in this case is enclosed for your records. The complaint provides very little information other than allegations that the decedent, Billy F. Williams, was a former employee of General Atomic Corporation, whose death allegedly resulted from radiation exposures during his employment at the General Atomic, Torrey Pines, nuclear facility between the period from 1958 to October 13, 1980.

We are also informed that General Atomic Corporation is presently dealing with a Workers Compensation fatal claim involving the death of this same employee. General Atomic has elected to have their own attorneys handle the liability suit, which would not be covered under our nuclear liability policy because of the employer-employee relationship between General Atomic Corporation and decedent Billy F. Williams.

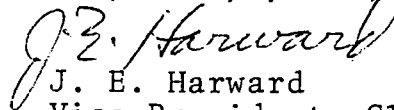
Mr. Jerome Saltzman

Page 2

September 13, 1982

This is all the information currently available in this case as we have just commenced our investigation. If you require additional information later on, please let me know and I will see that it is provided.

Very truly yours,

A handwritten signature in cursive script, appearing to read "J. E. Harward".

J. E. Harward
Vice President, Claims

JEH/pbj
Enclosure

NAME AND ADDRESS OF ATTORNEY: JOHN M. URQUHART, A.P.C. 1010 Second Avenue, Suite 1800 San Diego, CA 92101 Plaintiffs	TELEPHONE NO. (714) 236-9933	FOR COURT USE ONLY.
ATTORNEY FOR (Name): Insert name of court, judicial district or branch court, if any, and Post Office and Street Address: SUPERIOR COURT OF CALIFORNIA, COUNTY OF SAN DIEGO		
PLAINTIFF: MARJORIE ELAINE WILLIAMS, LESLIE D. WILLIAMS MITCHELL, PRISCILLA D. WILLIAMS MALCOLM, and CHARLES C. WILLIAMS		
DEFENDANT: GENERAL DYNAMICS, ACF INDUSTRIES, INCORPORATED, GENERAL ATOMIC COMPANY, PUBLIC SERVICE COMPANY OF COLORADO, and DOES I through C, Inclusive		
*SUMMONS RE: COMPLAINT FOR DAMAGES & FIRST AMENDMENT TO COMPLAINT		
SUMMONS*		CASE NUMBER. 476824

NOTICE! You have been sued. The court may decide against you without your being heard unless you respond within 30 days. Read the information below.

If you wish to seek the advice of an attorney in this matter, you should do so promptly so that your written response, if any, may be filed on time.

¡AVISO! Usted ha sido demandado. El tribunal puede decidir contra Ud. sin audiencia a menos que Ud. responda dentro de 30 días. Lea la información que sigue.

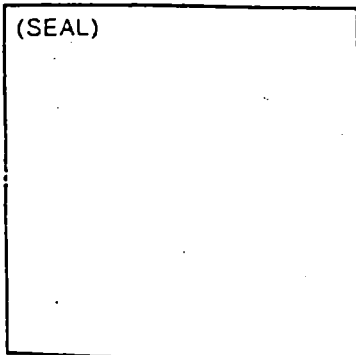
Si Usted desea solicitar el consejo de un abogado en este asunto, debería hacerlo inmediatamente, de esta manera, su respuesta escrita, si hay alguna, puede ser registrada a tiempo.

1. TO THE DEFENDANT: A civil complaint has been filed by the plaintiff against you. If you wish to defend this lawsuit, you must, within 30 days after this summons is served on you, file with this court a written response to the complaint. Unless you do so, your default will be entered on application of the plaintiff, and this court may enter a judgment against you for the relief demanded in the complaint, which could result in garnishment of wages, taking of money or property or other relief requested in the complaint.

ROBERT D. ZUMWALT, Clerk

DATED: JUL 6 1982

By D. Cousins, Deputy
D. COUSINS



2. NOTICE TO THE PERSON SERVED: You are served

- a. ☐ As an individual defendant.
 b. ☐ As the person sued under the fictitious name of:

c. ☒ On behalf of:

Public Service Company of Colorado

Under: ☒ CCP 416.10 (Corporation)

☐ CCP 416.20 (Defunct Corporation)

☒ CCP 416.40 (Association or Partnership)

☐ Other:

☐ CCP 416.60 (Minor)

☐ CCP 416.70 (Incompetent)

☐ CCP 416.90 (Individual)

d. ☐ By personal delivery on (Date):

A written response must be in the form prescribed by the California Rules of Court. It must be filed in this court with the proper filing fee and proof of service of a copy on each plaintiff's attorney and on each plaintiff not represented by an attorney. The time when a summons is deemed served on a party may vary depending on the method of service. For example, see CCP 413.10 through 415.50. The word "complaint" includes cross-complaint, "plaintiff" includes cross-complainant, "defendant" includes cross-defendant, the singular includes the plural.

SUPERIOR COURT OF CALIFORNIA, COUNTY OF SAN DIEGO

NAME OF BRANCH COURT, IF ANY TITLE OF CASE (ABBREVIATED) MARJORIE ELAINE WILLIAMS, et al. VS. GENERAL DYNAMICS, et al. NAME, ADDRESS, AND TELEPHONE NUMBER OF SENDER JOHN M. URQUHART, A.P.C. 1010 Second Avenue, Suite 1800 San Diego, California 92101 Telephone: (714) 236-9933	FOR COURT USE ONLY CASE NUMBER 467824
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NOTICE

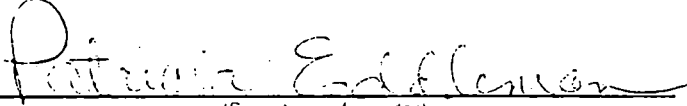
TO: PRESIDENT OF PUBLIC SERVICE COMPANY OF COLORADO

(Insert name of individual being served)

This summons and other document(s) indicated below are being served pursuant to Section 415.30 of the California Code of Civil Procedure. Your failure to complete this form and return it to me within 20 days may subject you (or the party on whose behalf you are being served) to liability for the payment of any expenses incurred in serving a summons on you in any other manner permitted by law.

If you are being served on behalf of a corporation, unincorporated association (including a partnership), or other entity, this form must be signed by you in the name of such entity or by a person authorized to receive service of process on behalf of such entity. In all other cases, this form must be signed by you personally or by a person authorized by you to acknowledge receipt of summons. Section 415.30 provides that this summons and other document(s) are deemed served on the date you sign the Acknowledgment of Receipt below, if you return this form to me.

Dated... July 12, 1982


 (Signature of sender)

PATRICIA EDDLEMAN, Secretary

ACKNOWLEDGMENT OF RECEIPT

This acknowledges receipt of: (To be completed by sender before mailing)

1. ☒ A copy of the summons, ~~and of the complaint~~, and *First Amendment to Complaint*
2. ☐ A copy of the summons and of the Petition (Marriage) and:
 - ☐ Blank Confidential Counseling Statement (Marriage)
 - ☐ Order to Show Cause (Marriage)
 - ☐ Blank Responsive Declaration
 - ☐ Blank Financial Declaration
 - ☐ Other: (Specify)

(To be completed by recipient)

Date of receipt:

 (Signature of person acknowledging receipt, with title if acknowledgment is made on behalf of another person)

Date this form is signed:

 (Type or print your name and name of entity, if any, on whose behalf this form is signed)

LAW OFFICES OF
JOHN M. URQUHART
A PROFESSIONAL CORPORATION
1010 SECOND AVENUE, SUITE 1800
SAN DIEGO, CALIFORNIA 92101
TELEPHONE 236-9933
AREA CODE 714

C O P Y
ORIGINAL FILED
BUSINESS DIVISION

OCT 13 1981

Attorney for Plaintiffs

ROBERT D. ZUMWALT
CLERK, SAN DIEGO COUNTY

SUPERIOR COURT OF THE STATE OF CALIFORNIA

FOR THE COUNTY OF SAN DIEGO

MARJORIE ELAINE WILLIAMS,
LESLIE D. WILLIAMS MITCHELL,
PRISCELLA D. WILLIAMS MALCOLM,
and CHARLES C. WILLIAMS,

Plaintiffs,

vs.

CONVAIR CORPORATION, AMERICAN
CAR AND FREIGHT CORPORATION,
GENERAL ATOMIC CORPORATION, PUBLIC
SERVICE COMPANY OF COLORADO CORPORA-
TION, and DOES I through D, Inclu-
sive,

Defendants.

CASE NO.: 476824

COMPLAINT FOR DAMAGES

(Negligence, Strict
Liability, Breach of
Warranty, and Wrongful
Death)

FIRST CAUSE OF ACTION

✓ (Negligence)

COMES NOW, Plaintiffs, MARJORIE ELAINE WILLIAMS, LESLIE D.
WILLIAMS MITCHELL, PRISCELLA D. WILLIAMS MALCOLM, and CHARLES
C. WILLIAMS, and for causes of action against Defendants, and
each of them, allege:

1. The true names and capacities, whether individual,
corporate, associate, or otherwise, of defendants DOES I through

1 D, Inclusive, are unknown to plaintiffs, who therefore sue said
2 defendants by such fictitious names. Plaintiffs are informed and
3 believe, and thereon allege that each of the defendants herein
4 designated as a DOE is responsible in some actionable manner
5 for the events and happenings herein referred to, and caused
6 injuries and damages proximately thereby as herein alleged.

7 2. Plaintiff MARJORIE ELAINE WILLIAMS, is the widow of
8 decedent, BILLY F. WILLIAMS. LESLIE D. WILLIAMS MITCHELL,
9 PRISCELLA D. WILLIAMS MALCOLM, and CHARLES C. WILLIAMS, are
10 children of the decedent, BILLY F. WILLIAMS. Said plaintiffs
11 are the sole surviving heirs at law of the decedent.

12 3. Plaintiffs are informed and believe, and thereon allege
13 that at all times herein mentioned, defendants, CONVAIR CORPORA-
14 TION, AMERICAN CAR AND FREIGHT CORPORATION, PUBLIC SERVICE
15 COMPANY OF COLORADO CORPORATION, and DOES I through L, Inclusive,
16 were corporations authorized to do, and were doing business in
17 the County of San Diego, State of California, and had their
18 principal place of business in the County of San Diego, State of
19 California.

20 4. At all times relevant hereto, plaintiffs, MARJORIE
21 ELAINE WILLIAMS, LESLIE D. WILLIAMS MITCHELL, PRISCELLA D.
22 WILLIAMS MALCOLM and CHARLES C. WILLIAMS, are residents of the
23 County of San Diego, State of California.

24 5. Plaintiffs are informed and believe, and thereon allege,
25 that at all times herein mentioned, each of the defendants was
26 the agent, servant, employee, subsidiary, consultant, joint
27 venture, and independent contractor of each remaining defendant.
28 At all times herein mentioned each defendant was acting within

1 the course and scope of said agency, employment, joint venture,
2 contract, or other relationship.

3 6. Plaintiffs are informed and believe, and thereon allege
4 that at all times herein mentioned, defendants, CONVAIR CORPORA-
5 TION, AMERICAN CAR AND FREIGHT CORPORATION, PUBLIC SERVICE
6 COMPANY OF COLORADO CORPORATION, and DOES I through D, Inclusive,
7 were engaged in manufacture, sale, distribution, lease, supply,
8 use, measurement, and monitoring of radioactive material.

9 7. At all times relevant hereto, including, but not
10 limited to 1958 through October 13, 1980, decedent BILLY F.
11 WILLIAMS, worked for, consulted with and was employed by
12 defendants, and each of them.

13 8. Plaintiffs are informed and believe, and on that ground
14 allege that between 1958 and October 13, 1980, defendants, and
15 each of them, negligently, carelessly, and recklessly, manufac-
16 tured, sold, distributed, leased, supplied, used, measured,
17 monitored, and exposed BILLY F. WILLIAMS to an excessive
18 dangerous and toxic amount of radiation. As a proximate result
19 of said negligence, carelessness, and recklessness, BILLY F.
20 WILLIAMS, died, causing all of the plaintiffs' damages as
21 hereinafter alleged.

22 9. As a direct and proximate result of said negligence,
23 carelessness and recklessness of defendants, and each of them,
24 and the death of said decedent, plaintiffs have been deprived of
25 the comfort, protection, and support of said decedent and have
26 thereby sustained pecuniary loss and damages in an amount which
27 exceeds the minimum jurisdiction of this court, and certain
28 funeral expenses in an amount to be determined.

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1 using said products in the manner in which it was intended by
2 their designers, manufacturers, distributors, inspectors, sellers,
3 repairers, lessors, and vendors; as a proximate result of said
4 defects in said products, they malfunctioned, shattered, and
5 leaked radiation, and failed. As a proximate result, BILLY F.
6 WILLIAMS died. As a proximate result, plaintiffs sustained all
7 of the damages hereinabove alleged.

8 3 P FOURTH CAUSE OF ACTION

9 (Strict Liability)

10 18. Plaintiffs repleads and incorporates by reference,
11 each and every allegation contained in all the preceding causes
12 of action.

13 19. At all times relevant hereto, including, but not limited
14 to, 1958 through October 13, 1980, defendants, and each of them,
15 maintained on their premises and abnormally dangerous condition,
16 to wit: radioactive material. Defendants, and each of them,
17 engaged in an abnormally dangerous activity which created a high
18 risk of harm to others, to wit: the manufacture, design, engine-
19 ering, testing, assembly, distribution, repair, modification,
20 sale, and lease of certain radioactive material.

21 20. As a proximate result of the maintenance of said
22 abnormally dangerous condition and/or the creation of said
23 abnormally high risk, BILLY F. WILLIAMS died, causing all of
24 the plaintiffs' damages as hereinabove alleged.

25 WHEREFORE, plaintiffs, and each of them, pray for judgment
26 against the defendants, and each of them, as follows:

27 1. For the pecuniary loss, of the comfort, society, support,
28 protection of the plaintiffs' decedent;

- 1 ✓ 2. For the incident medical, funeral, and related
2 expense incurred by and on behalf of plaintiffs' decedent'
3 ✓ 3. For costs of suit incurred herein; and,
4 ✓ 4. For such other and further relief as this Court deems
5 just and proper.

6 DATED: October 13, 1981

JOHN M. URQUHART, A.P.C.,

7
8 By: 
9 JOHN M. URQUHART

LAW OFFICES OF
JOHN M. URQUHART
A PROFESSIONAL CORPORATION
1010 SECOND AVENUE, SUITE 1800
SAN DIEGO, CALIFORNIA 92101
TELEPHONE 238-9933
AREA CODE 714

ORIGINAL FILED BY
D. COUSINS, DEPUTY
JUL 7 1982
ROBERT D. ZUMWALT
CLERK, SAN DIEGO COUNTY

Attorney for Plaintiffs

SUPERIOR COURT OF THE STATE OF CALIFORNIA
FOR THE COUNTY OF SAN DIEGO

MARJORIE ELAINE WILLIAMS,
LESLIE D. WILLIAMS MITCHELL,
PRISCELLA D. WILLIAMS MALCOLM,
and CHARLES C. WILLIAMS,

Plaintiffs,

vs.

CONVAIR CORPORATION, AMERICAN
CAR AND FREIGHT CORPORATION,
GENERAL ATOMIC CORPORATION, PUBLIC
SERVICE COMPANY OF COLORADO CORPORA-
TION, and DOES I through D, Inclu-
sive,

Defendants.

CASE NO.: 476824

FIRST AMENDMENT TO COM-
PLAINT FOR DAMAGES

(Negligence, Strict
Liability, Breach of
Warranty, and Wrongful
Death)

Plaintiffs, MARJORIE ELAINE WILLIAMS, LESLIE D. WILLIAMS
MITCHELL, PRICELLA D. WILLIAMS MALCOLM, and CHARLES C. WILLIAMS,
for amendment to complaint on file herein allege:

I

That the caption of the complaint, p.1, lines 15-18, be amend-
ed to read as follows: "...General Dynamics, AFC Industries, In-
corporated, General Atomic Company, Public Service Company of Col-
orado, and DOES I through C, Inclusive ..." rather than "Convair
Corporation, American Car and Freight Corporation, General Atomic

1 Corporation, Public Service Company of Colorado Corporation, and
2 DOES I through D, Inclusive ..."

3 Said amendment is necessitated due to mistake in indentifying
4 the proper names of defendants, and, with regard to Doe defendants
5 a typographical error.

6 II

7 That paragraph I of the First Cause of Action be amended to
8 read at line 1, page 2, as follows: "C Inclusive" ... rather
9 than "D, Inclusive."

10 Said amendment is necessitated by a typographical error.

11 III

12 That paragraph III of the First Cause of Action be amended
13 to read at lines 13-15, page 2 as follows: "...defendants, Gener-
14 al Dynamics, ACF Industries, Incorporated, General Atomic Company
15 Public Service Company of Colorado, and DOES I thorugh C Inclusive
16 ..." rather than "... defendants, Convair Corporation, American
17 Car and Freight Corporation, Public Service Company of Colorado
18 Corporation, and DOES I through L, Inclusive..."

19 Said amendment is necessitated by mistake in identifying the
20 proper names of defendants, omission of the name of one of defen-
21 dants, to wit, General Atomic Company, and typographical error
22 with regard to Doe defendants.

23 IV

24 That paragraph VI of the First Cause of Action be amended to
25 read at lines 4-6, page 3, as follows:

26 "... defendants, General Dynamics, ACF Industries, Incorpor-
27 ated, General Atomic Company, Public Service Company of Colorado,
28 and DOES I through C, Inclusive..." rather than "... defendants,

1 Convair Corporation, American Car and Freight Corporation, Public
2 Service Company of Colorado Corporation, and DOES I through D,
3 Inclusive ..."

4 Said amendment is necessitated by mistake in identifying the
5 proper names of defendants, omission of the name of one of defen-
6 dants, to wit, General Atomic Company, and typographical error
7 with regard to Doe defendants.

8 Except as herein specifically amended, said complaint is
9 hereby referred to and incorporated herein for the purpose as
10 though fully set forth.

11 DATED: 6/30/82

JOHN M. URQUHART, A.P.C.

13 By Michael D. Waterman
14 MICHAEL D. WATERMAN
15 Attorneys for Plaintiffs
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(DOCKET NO. 50-37)

GENERAL DYNAMICS CORPORATION

License No. CX-3

L I C E N S E

1. Pursuant to the Atomic Energy Act of 1954 (hereinafter "the Act") the Atomic Energy Commission (hereinafter "the Commission") has found:
 - a. That the utilization facility authorized for construction by Construction Permit No. CPCX-7 dated June 18, 1957, and issued to General Dynamics Corporation has been constructed and will operate in conformity with the application as amended (as described hereinafter) and in conformity with the Act and the rules and regulations of the Commission.
 - b. There is reasonable assurance that the facility can be operated without endangering the health and safety of the public.
 - c. General Dynamics Corporation is technically and financially qualified to operate the facility.
2. Subject to the conditions and requirements incorporated herein, the Commission hereby licenses General Dynamics Corporation:
 - a. Pursuant to Section 104c of the Act and Title 10, C.F.R., Chapter I, Part 50, "Licensing of Production and Utilization Facilities", to possess and operate as a utilization facility the critical experiments facility designated below.
 - b. Pursuant to the Act and Title 10, C.F.R., Chapter I, Part 70, "Special Nuclear Material", to use in operation of the facility the special nuclear material covered by License No. SNM-69 as amended, issued to General Dynamics Corporation.
 - c. Pursuant to the Act and Title 10, C.F.R., Chapter I, Part 30, "Licensing of Byproduct Material", to possess, but not to separate from the fuel, such byproduct material as may be produced from operation of the facility.
3. This license applies to the facility which is owned by General Dynamics Corporation and located at Torrey Pines Mesa in San Diego, California, and described in General Dynamics Corporation's application filed October 26, 1956, and amendments to the application filed on December 10, 1956, December 12, 1956, January 28, 1957, February 18, 1957, March 28, 1957, and June 3, 1957, (hereinafter "the application").

4. This license shall be deemed to contain and be subject to the conditions specified in Section 50.54 of Part 50 and Section 70.32 of Part 70; is subject to all applicable provisions of the Act and rules, regulations and orders of the Commission now or hereafter in effect; and is subject to any additional conditions specified or incorporated below.
5. No critical experiment other than the uranium foil experiments described in the application may be conducted in the facility until a description of the experiment and a Hazards Summary Report shall have been submitted to the Commission and the Commission shall have specifically authorized the experimental activity.
6. The conditions and requirements contained in Appendix "A", attached hereto, are a part of this license.
7. This license is effective as of the date of issuance and shall expire at midnight, June 18, 1962, unless sooner terminated.

FOR THE ATOMIC ENERGY COMMISSION

/s/ H. L. Price

H. L. Price
Director
Division of Civilian Application

Attachment:
Appendix "A"

Date of Issuance: August 13, 1957

APPENDIX "A"

Experiments

General Dynamics Corporation is authorized to perform the critical experiments described in the application. Any changes in the experiments as described in the application must be authorized by the Commission.

Operating Restrictions

General Dynamics Corporation shall operate the facility in accordance with the procedures described in the application.

Records

In addition to those otherwise required under this license and applicable regulations, General Dynamics Corporation shall keep the following records:

- a. Facility operating records.
- b. Records containing a description, procedures, and results for each critical experiment performed.
- c. Records showing radioactivity released or discharged into the air or water beyond the effective control of General Dynamics Corporation as measured at the point of such release or discharge.
- d. Records of emergency scrams, including reasons for emergency shutdowns.

Reports

General Dynamics Corporation shall immediately report to the Commission any indication or occurrence of a possible unsafe condition relating to the operation of the facility.

GENERAL DYNAMICS CORPORATION

(DOCKET NO. 50-37)

AMENDMENT TO UTILIZATION FACILITY LICENSE

License No. CX-3
Amendment No. 1

Paragraph I of Appendix "A" of License No. CX-3 issued to General Dynamics Corporation on August 13, 1957, is hereby amended to read as follows:

Experiments

General Dynamics Corporation is authorized to perform the critical experiments described in the application and in the Corporation's request for license amendment dated August 21, 1957. Any changes in the experiments as described in the application and in the request dated August 21, 1957 must be authorized by the Commission.

FOR THE ATOMIC ENERGY COMMISSION

/s/ H. L. Price

H. L. Price
Director
Division of Civilian Application

Date of Issuance: August 26, 1957.

BUCKET NO. 50-37
GENERAL DYNAMICS CORPORATION

License No. CX-3
As Amended

L I C E N S E

1. The Atomic Energy Commission (hereinafter referred to as "the Commission") finds that:
 - a. The utilization facility authorized for construction by Construction Permit No. CPCX-7 dated June 18, 1957 and issued to General Dynamics Corporation has been constructed and will operate in conformity with the application as amended and in conformity with the Atomic Energy Act of 1954, as amended (hereinafter referred to as "the Act") and the rules and regulations of the Commission;
 - b. There is reasonable assurance that the facility can be operated without endangering the health and safety of the public;
 - c. General Dynamics Corporation is technically and financially qualified to operate the facility;
 - d. Issuance of a license to possess and operate the facility will not be inimical to the common defense and security or to the health and safety of the public;
 - e. General Dynamics Corporation has submitted proof of financial protection which satisfies the requirements of Commission regulations currently in effect.
2. Subject to the conditions and requirements incorporated herein, the Commission hereby licenses General Dynamics Corporation:
 - a. Pursuant to Section 104c of the Act and Title 10, CFR, Chapter I, Part 50, "Licensing of Production and Utilization Facilities", to possess and operate as a utilization facility the critical experiments facility designated below and to conduct therein the experiments described in the application in accordance with the procedures described therein.

- b. Pursuant to the Act and Title 10, CFR, Chapter I, Part 70, "Special Nuclear Material", to use in operation of the facility the special nuclear material covered by License No. SNM-69 as amended, issued to General Dynamics Corporation.
 - c. Pursuant to the Act and Title 10, CFR, Chapter I, Part 30, "Licensing of Byproduct Material", to possess, but not to separate such byproduct material as may be produced from operation of the facility.
3. This license applies to the facility which is owned by General Dynamics Corporation and located at Torrey Pines Mesa, in San Diego, California, and described in General Dynamics Corporation's application dated October 20, 1956, and amendments thereto dated December 5, 1956, December 7, 1956, January 25, 1957, February 15, 1957, March 26, 1957, May 9, 1957, August 21, 1957, November 27, 1957, January 15, 1958, March 3, 1958, May 5, 1958, and May 6, 1958 (herein referred to as "the application").
4. This license shall be deemed to contain and be subject to the conditions specified in Section 50.54 of Part 50 and Section 70.32 of Part 70; is subject to all applicable provisions of the Act and rules, regulations and orders of the Commission now or hereafter in effect, and is subject to the additional conditions specified or incorporated below:
- a. Excess reactivity for any experiment shall not exceed 0.5%.
 - b. No experiments other than the experiments described in the application may be conducted in the facility until a description of the experiment and a Hazards Summary Report shall have been filed to the Commission and the Commission shall have specifically authorized the experimental activity.
 - c. Whenever liquid poison is put into the core sufficient experiments must be performed to insure that the void coefficient of the poisoned core is negative throughout the core before other experiments are performed using the poisoned reactor.
 - d. Only solid poison shall be used in the experiments described in the amendment to the application dated May 5, 1958.
 - e. In addition to those otherwise required under this license and applicable regulations, General Dynamics Corporation shall keep the following records:
 - (1) Facility operating records.
 - (2) Records containing a description, procedures, and results for each critical experiment performed.

(3) Records showing radioactivity released or discharged into the air or water beyond the effective control of General Dynamics Corporation as measured at the point of such release or discharge.

(4) Records of emergency scrams, including reasons for emergency shutdowns.

F. General Dynamics Corporation shall immediately report to the Commission any indication or occurrence of a possible unsafe condition relating to the operation of the facility.

5. This license is effective as of the date of issuance and shall expire at midnight June 18, 1962, unless sooner terminated.

FOR THE ATOMIC ENERGY COMMISSION

/s/ H. L. Price

H. L. Price
Director
Division of Licensing and Regulation

Date of Issuance: June 26, 1958

GENERAL DYNAMICS CORPORATION
DOCKET NO. 50-37
AMENDMENT TO UTILIZATION FACILITY LICENSE

License No. CX-3, as amended

General Dynamics Corporation, by two amendments dated May 28, 1958 to its application for license, requested AEC authorization to (1) erect a graphite thermal column on one side of the existing CIRGA facility reflector and measure the effects of various reflecting and shielding materials placed around the thermal column and (2) modify the CIRGA facility and perform certain experiments with the modified facility to simulate and provide test data for a new reactor to be designated the REGA research reactor, at the Corporation's critical experiments facility located at Torrey Pines Mesa, San Diego, California.

Paragraph 3 of License No. CX-3, as amended, is hereby amended to read as follows:

3. This license applies to the facility which is owned by General Dynamics Corporation and located at Torrey Pines Mesa, in San Diego, California, and described in General Dynamics Corporation's application dated October 20, 1956 and amendments thereto dated December 5, 1956, December 7, 1956, January 25, 1957, February 15, 1957, March 26, 1957, May 9, 1957, August 21, 1957, November 27, 1957, January 15, 1958, March 3, 1958, May 5, 1958, May 6, 1958, and two amendments dated May 28, 1958 (herein collectively referred to as "the application").

The Atomic Energy Commission has found that operation of the facility in accordance with the terms and conditions of the license as amended will not be inimical to the common defense and security and to the health and safety of the public.

FOR THE ATOMIC ENERGY COMMISSION

/s/ H. L. Price

H. L. Price
Director
Division of Licensing and Regulation

Date of Issuance: July 18, 1958