

commence on the property hereinbefore described within One Hundred Twenty (120) days after the signing and delivering of this instrument, and that the Party of the Second Part will operate said mine regularly unless prevented by acts of God, acts of government, or other unavoidable circumstances; and in the event said Party of the Second Part fails to commence operations on said premises within said period hereinbefore mentioned, or is unable at any time, for any cause, to continue said operations as hereinbefore provided, then this lease may be continued in full force and effect only by payment to the Parties of the First Part by the Party of the Second Part the sum of Ten (\$10.00) Dollars per month as minumum royalty in the manner hereinbefore described for said royalty payments; provided, however, that failure by the Party of the Second Part to make said minumum royalty payments shall constitute good and valid cause for the Party of the First Part to cancel this lease without further notice, except, however, that any royalty payments in excess of Ten (\$10.00) Dollars in any calendar month shall be construed as having fulfilled all conditions of payment for said Ten (\$10.00) Dollars per month minimum royalty/could normally be paid as hereinbefore provided, with a sum equivalent to the balance above Ten (\$10.00) Dollars in such months in which said royalty payments are in excess thereof, whereupon the further payment of said minimum royalty shall continue upon the terms hereinbefore provided.

which said monthly minimum royalty

6.

It is agreed by the Party of the Second Part that no unnecessary damage shall be done the lands hereinbefore described; that all mining operations on said lands will be carried on in a workmanlike manner such as a reasonable miner would do, and that the premises under this lease will be surrendered at the expiration of this lease or any extension thereof in as good and clean condition as the reasonable requirements of the mining herein provided for permit.

7.

The Parties of the First Part agree that this lease may be assigned or sublet in whole or in part by the Party of the Second Part.

TO HAVE AND TO HOLD, FOR mining purposes as hereinbefore described, the aforsaid premises to the said George Coggins, his agents, heirs and assigns for a term of Ten (10) Years from the date hereof, with the privilege of renewal for a similar term of Ten (10) Years as in this lease hereinbefore provided, upon the fulfilling of each and all of the conditions hereinbefore provided and set forth.

In Witness whereof, The Parties hereunto set their hands and seals the day and year first above written.

In the Presence of:

Marjorie Brandenburg	Witness
A. J. Brandenburg	Witness
Arthur Myles Jones	Witness
J. M. Richard	Witness

A. B. Stroud	(SEAL)
Mary A. Stroud	(SEAL)
George Coggins	(SEAL)

State of North Carolina,
County of Buncombe

Personally appeared before me, J. M. Richard, who, being duly sworn, says that he saw the within named George Coggins sign, seal, and as his act and deed, deliver the foregoing instrument for the purposes therein mentioned, and that he, with Arthur Myles Jones witnessed the execution thereof.

Sworn to before me this 19 day of November, 1942.

J. M. Richard

Mary Grace Robinson
Notary Public for Buncombe County.
My comm. expires 6-26-43



State of California
Los Angeles County.

Personally appeared before me, A. J. Brandenburg who, being duly sworn, says that he saw the within named A. B. Stroud and his wife Mary Stroud sign, seal, and as their act and deed, deliver the foregoing instrument for the purposes therein mentioned, and that he, with Marjorie Brandenburg witnessed the execution thereof.

Sworn to before me this 14 day of Nov. 1942.

Max C. Lewis
Notary Public for California
My commission expires July 25, 1944.

x



State of California
Los Angeles County.

I, Max C. Lewis, Notary Public for the State of California, do hereby certify unto all whom it may concern that Mary Stroud, wife of the within named A. B. Stroud, did this day

For Assignment to See Tree Vermiculite Mines, See Deed Book 305-Page 353.
For Assignment to Geo. B. Coggins See Deed Book 305, Page 353.