

STATE OF SOUTH CAROLINA,
COUNTY OF GREENVILLE.

AGREEMENT AND LEASE.

This Agreement and Lease made and entered into this 3rd day of January, 1944, between W. S. Bradley of Greenville, S. C. Lessor, hereinafter referred to as Party of the First Part, and D. O. Blevins, resident of Spruce Pine, N. C., Lessee, hereinafter referred to as Party of the Second Part, WITNESSETH:

That the Party of the First Part does hereby lease unto the Party of the Second Part a certain tract of land in Gantt Township, Greenville County, S. C. containing 1.15 acres, more or less, and being more particularly described by Plat recorded in Plat Book D, page 97, R. M. C. Office for Greenville County and deed from J. J. Fretwell, Receiver, to W. S. Bradley, for a period of two years commencing on this date and ending on January 3, 1946, with the privilege and option by the Party of the Second Part to renew said lease for three additional years on the same terms.

The Party of the First Part does hereby grant and convey unto the Party of the Second Part the right to prospect, dig, quarry and mine mica on the above described tract of land, together with the right to remove such mica as is mined, and to sink and excavate necessary shafts, tunnels and cuts to mine said mica, with the right to dump waste wherever convenient for the party of the Second Part on the above described premises, and to do whatever is needful and necessary to the successful mining of said mica; with the right to erect and remove machinery and other necessary appliances at the will and pleasure of the Party of the Second Part, and also the right to use roads now constructed running along side said premises; and with the further right to use whatever timber may be on said premises for the successful mining operations.

The Party of the Second Part agrees to mine said premises in a workmanlike manner, and to pay the Party of the First Part as royalty a one-eighth part of the gross receipts from the sale of said mica removed from said premises; the Party of the Second Part agrees to furnish the Party of the First Part duplicate bills of sale for all mica mined and sold by them coming from said premises, and to pay the royalty above stipulated on or before the 15th of each succeeding month for all mica mined and sold from said premises during the preceding month, the first accounting and payment to be made by the Party of the Second Part to the Party of the First Part on or before February 15, 1944, with a payment on the 15th of each succeeding month thereafter during the term of this lease. It is mutually agreed between both parties hereto that the purchasers' weights shall be final and binding between all parties hereto, and in case of railway shipments, then railroad weights shall be final and binding on all parties hereto.

The Party of the First Part is to have the right to enter said premises at all reasonable times to inspect the operations, but the manner and method of the operations is to be left solely to the discretion of the Party of the Second Part, and the Party of the Second Part agrees to conduct such operations so as to maintain himself in the status of independent contractor; and the Party of the First Part agrees not to meddle or interfere with the mining operations in any particular, being only interested in receiving his one-eighth of the gross receipts as his royalty.

The Party of the Second Part covenant and agrees that he will pay all social security taxes, or any other taxes assessed against his operations by the State and/or Federal Government, and will hold the Party of the First Part free and harmless from any claims, suits, actions or demands of any nature by any person on account of any injuries or other damages suffered by any such person in connection with the above mining operations.

The Party of the Second Part agrees to commence operations within thirty days from the day and year first above written, and if for any reason he should fail or neglect to do so, the Party of the First Part will have the right to terminate this lease and declare same to be ended.

The Party of the First Part is not to be held liable for any expenses or claims by anyone on account of any material or merchandise sold to or contracted by the Party of the Second Part.

In Witness whereof said parties have hereunto set their Hands and Seals the Day and Year first above written, and by these presents do hereby bind themselves, their respective heirs administrators and assigns.

In the presence of:

Anne E. Bradley
J. T. Solomons, Jr.
C. D. Wilson
Lee Dellinger

W. S. Bradley (L. S.)
Party of the First Part.
D. O. Blevins, (L. S.)
Party of the Second Part.

State of South Carolina,
County of Greenville.