

2. The duly authorized representatives and employees of the Government shall have free access to the said lands for the period of this agreement, including the use of any existing mine workings, it being expressly understood and agreed that the Government shall not be restricted in the choice of drilling locations within the property, or in the conduct of the exploratory operations, so long as such selections or activities do not interfere unreasonably with mining operations and the use of the surface of the land or with the improvements thereon.

3. The Government shall not be liable for damages on account of such reasonable use of the said lands as may be necessary in the proper conduct of the operations.

4. The party of the second part shall have free access to the said lands and any existing mine workings but, in the discretion of the Government, other persons may be excluded from that portion of the lands on which the Government is conducting operations.

5. All tools, equipment, structures and improvements placed on or in the property by the Government shall remain the property of the Government and may be removed by it at any time.

6. Upon completion of the operations provided for herein, the Government shall furnish the party of the second part with the factual data obtained, including any assay plans that have been prepared.

7. The Government is not obligated to furnish the party of the second part any factual data or test results before completion of the operation provided for herein.

8. The Government shall have the sole right to publication of the results of the operations provided for herein.

9. This agreement shall remain in full force and effect for a period of one year from the date hereof, unless terminated by the Government upon five days notice to the party of the second part. The Government shall also have the right to renew this agreement for an additional period of one year.

10. When the Government shall have completed its operations to its own satisfaction, it shall vacate the premises.

11. The obligations of this agreement shall extend to and be binding upon, and the benefits hereof shall inure to, the heirs, executors, administrators, successors, or assigns of the parties hereto.

12. It is understood and agreed that the Government is not bound by the terms of this agreement for any specific expenditure.

13. No Member of or Delegate to Congress or Resident Commissioner shall be admitted to any share or part of this contract or to any benefit to arise therefrom. Nothing however, herein contained, shall be construed to extend to any incorporated company if the contract be for the general benefit of such corporation.

14. In the event this agreement is executed by a lessee, or other person not the owner of the property, it will not be binding or effective until the written ratification or consent of the owner has been secured.

Witness:

W. C. Hudson
Mrs. Geo. McCoy.

John W. Pearson

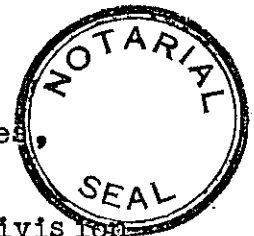
STATE OF
COUNTY OF

Before me, Geo. W. McCoy, on this day personally appeared John W. Pearson, known to me (or, proved to me on the oath of to be the person whose name is subscribed to the foregoing instrument, and acknowledged to me that he executed the same for the purposes and consideration therein expressed.

Given under my hand and seal of office this 10th day of May, 1945.

Geo. W. McCoy

United States of America,
For the Director, Bureau of Mines,
BY: M. H. Kline
Chief, Mining Branch, Raleigh Division



No Stamps

Recorded June 23rd, 1945 at 10:00 A. M. #7328 BY:E.G.