

M. M. M.

State of South Carolina,

County of Greenville.)

John D. Harris

TO

National Light & Thorium Co

This agreement made this 14th day of February, A.D. 1905 between John D. Harris of Greenville Postoffice, Greenville county, South Carolina, of the first part, hereinafter designated "Land-Owner", and National Light & Thorium Company, a corporation of Delaware of the second part, hereinafter designated as "Company",

WITNESSETH: That for the consideration hereinafter mentioned the land owner hereby grants sells and releases to the Company the Monazite sand contained in or on his land in Greenville County South Carolina, described as follows; in Grove township, Greenville County, South Carolina, adjoining lands of Mat Cox, Kitty Ashmore, and John Davenport and containing one thousand (1000) acres, more or less,

The company shall have exclusive mining rights for the recovery of Monazite on said land, but if gold, silver, diamonds, or other precious minerals be found thereon, the same shall be the property of the Land-Owner. The Company shall have exclusive water rights with authority to make ditches and dams, and to do any and all things necessary for the commercial recovery and removal of the monazite sand, including the right of ingress and egress for its agents and servants. It agrees to pay for all damage to growing crops, it also agrees to pay to the land owner a royalty of fifteen dollars per ton for each ton of two thousand pounds of pure monazite, or the equivalent thereof, removed from a id property. Payment to be made to John Harris or order. This instrument shall remain in force for a period of ten years from date, provided mining operations are begun within a period of six months from date, but if they be suspended at any time for more than six consecutive months it shall be null and void. To the faithful performance to the stipulations above written the Land-Owner binds himself, his heirs, executors, administrators and assigns, and the company binds itself, its successors, and assigns.

In witness whereof the land owner hereunto sets his hand and seal and the Company has caused its name to be subscribed by A.P. White its Vice president this the day and year first above written.

Executed in the presence of:

J.D. Harris (SEAL)

R.J. Croskeys

National Light & Thorium

B.P. Rowe

By A.P. White, Vice President

State of South Carolina,

Greenville County.) Personally appeared before me B.P. Rowe and made oath that he saw the within named J.D. Harris & A.P. White Vice Pres sign, seal, and as their act and deed deliver the within written instrument and that he with R.J. Croskeys witnessed the execution thereof.

Sworn to before me this 17th day of Feb'y A.D. 1905)

W.H. Willimon (SEAL)

B.P. Rowe

Notary Public, S.C.

Recorded April 7th 1905

State of South Carolina,

Greenville County.)

AGREEMENT.

Huguenot Mills

and

Charleston & Western Carolina Ry Co

This Contract and Agreement, made and entered into in duplicate this, the 20th day of March, 1905, by and between the Charleston & Western Carolina Ry Co, a corporation, acting herein by John B. Cleveland, its President, duly authorized, party of the first part and the Huguenot Mills, of Greenville, South Carolina, party of the second part.

WITNESSETH THAT

WHEREAS, The party of the second part is in need of a spur track and a coal chute, and has requested party of the first part to put in a spur track running off from its track at or near River Street; and across Reedy River to the plant of the second part;

NOW THEREFORE THIS CONTRACT AND AGREEMENT WITNESSETH;

That for and in consideration of the premises and of the mutual advantages to accrue to the parties hereto, the said party of the first part does hereby covenant and agree with the said party of the second part that it will construct said spur track upon the following terms and conditions, to wit;

1) Said spur track shall be put in as soon as it is reasonably practicable after the agreement has been signed by the parties hereto, and shall be maintained by the party of the first part, in good condition, and the party of the first part shall furnish suitable cars when needed, and shift the same when necessary, for the business of the party of the second part.

(2) The party of the second part covenants and agrees with the said party of the first part to provide, at its own expense, the necessary right-of-way for such portion of said spur track as may not be upon the right-of-way of the party of the first part, and to secure, at its expense, such rights as may be necessary to build trestle work in and across Reedy River and to hold the said party of the first part harmless against any action or claim for damages that may arise from the building and trestle-work in said river.

(3) Said party of the second part further covenants and agrees with the said party of the first part that after the construction of said spur track, it will ship and receive over the road of the said party of the first part all goods to be delivered at or received from points reached by said road, and its connecting roads or lines; provided that the rates or freight charges be not higher than the rates over other transportation Companies for like goods to or from such points.

(4) Said party of the second part further covenants and agrees with the said party of the first part that it will promptly load and unload, at its own cost, any and all cars which may be moved to and from its said manufacturing plant, consigned to or by it; that said cars shall be subject to the Car Service Rules; and that all cars placed upon said spur track, on the property of the said second part shall be returned to party of the first part in the same condition as when delivered, and in the event of damage of any such cars while on the property of the said party of the second part, it will make good to the party of the first part all losses occasioned by such damage.

(5) Said party of the second part further covenants and agrees that it will, and does hereby contract to release said party of the first part from all damage resulting from fire, from locomotives while upon said spur track, or originating on the Right-of-Way hereby agrees to be furnished by the said party of the second part, unless said party of the second part can show that the same resulted from the negligence of the said party of the first part, its agents or employees, in the lawful discharge of their duties.