DMA Form 1

DEFENSE MINERALS ADMINISTRATION
Control Slip MANGANESE

CONTROLLED DOCUMENT

DMA Docket No. 2195

DO NOT DETACH THIS SLIP

Action on this document is recorded and controlled in Reports and Records Branch. Any movement of this document between divisions or offices of DMA or movement outside DMA must be reported to the Reports and Records Branch. Actions taken that affect status of the case must also be reported.

This document has been recorded as

EXPLORATION PROJECT

Any action taken to change the type of request for assistance must be promptly reported to the Reports and Records Branch. Use DMA Form 2 for submitting these reports.

Routing Slip

To:	Code 340 Ferro-Alloys Br.	Date	10/30/51
To:	PED	Date	11/26/51
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CONTROLLED DOCUMENT

FEB 28 1952

Mr. N. L. Patterson
N & J Ore Company
P.O. Box 630
Birmingham, Alabama

Re: Docket No. DMA 2195X - Manganese
Cherokee County, Alabama

Dear Mr. Patterson:

Complying with the advice contained in your letter of February 26, 1952, we are removing the above referenced application from our active files and thereby will consider the docket closed.

Sincerely yours,

E. O. Mittendorf

Acting Administrator
Defense Minerals Exploration
Administration

GOGentry'lm
2/28/52

cc: Admn. Reading File
Docket
N. B. Melcher, USBM
M. D. Crittenden, USGS
Field Team Reg. VII
G. C. Selfridge
G. G. Gentry

a
(2)
2/29

N A J Ore Company
P.O. Box 630
Birmingham, Alabama

Re: Docket No. DMA 2195X - Manganese
Cherokee County, Alabama

Gentlemen:

A review of your application of November 27, 1951, for a $50,000.00 exploration contract reveals that a letter, dated December 19, 1951, was sent you in which additional information necessary to process your application was requested.

No answer to this letter has been received from you and we assume that you no longer desire to proceed with the application.

We wish to cooperate with you in the matter of allowing ample time, but if the needed data have not been received by April 1, 1952, we will then consider the docket closed.

Sincerely yours,

G. C. Selfridge, Chief
Iron and Ferro-Alloy Division

GCGentry'lm
2/20/52

cc: Admn. Reading File
Docket
N. B. Melcher, USEM
H. D. Crittenden, USGS
G. C. Selfridge
G. C. Gentry
Field Team Reg. VII

DEC 19 1951

M A J Ore Company
P.O. Box 630
Birmingham, Alabama

Re: Docket No. MA 21051 - Manganese
Cherokee County, Alabama

Gentlemen:

In reviewing your application for an exploration loan, we find it necessary to request the following supplementary information:

1. A statement as to the geologic features of the area in question, including a sketch map showing pertinent data as to extent of ore occurrence, location of samples, etc. (See MF-103, item 2 (b)).

2. A detailed statement of the proposed method of exploration and its location and relation to known geologic features (MF-103, item 3a and 4). In this regard, your proposed use of power-shovel and trucks for exploration work appears to be "mining" rather than "exploration". A drilling program would seem to be a normal means of determining extent and value of the deposit. Please note that the application is restricted to loans for exploration purposes. (See also Sec. 4 and 5a of MM-5, April, 1951).

3. If you have available any information as to the proposed method of concentration, with data as to expected recoveries and analyses, based on the expected ore, please include them. This need be only a general statement to show the commercial aspect of the ores that may be outlined by the exploration project. (See MF-100, May, 1951, item 7c).

4. Your attention is directed to MF-103, revised June, 1951, item 1c, note 2 and MM-5, April, 1951, Sec. 14 of MM-5.

as amended, Sec. 13, paragraph 2b, wherein subordination by land-owners, or others, of their interests, to the Government, is required.

The processing of your application will continue upon receipt of the foregoing information.

Sincerely yours,

SIGNED

O. C. Selfridge, Acting Chief
Iron and Ferro-Alloy Division

Enclosures - 14 MF-202

:JLBrewer'lm
12/17/51

cc: Admn. Reading File
Mails and Files Br.
C. O. Mittendorf
N. S. Melcher, USBM
T. F. Thayer, USGS
Field Team Reg. VII
Docket
O. C. Selfridge
✓ J. L. Brewer

George B. Holderer November 23, 1951

Max D. Crittenden

DMA-2195 Cherokee County, Alabama

The M. & J. Ore Company of Birmingham, Ala. proposes to spend a total of $12,500 in the exploration of manganese deposits in the SE¼ of Section 1, T. 12 (S.?) R. 11 E. The Geological Survey has no information on the deposits in this tract. A few scattered deposits of cobaltiferous manganese oxide in the same township were briefly examined during World War II, but none are known in this section. Manganese deposits in this part of Cherokee County occur in residual clay derived from the Knox dolomite. In this respect they resemble the deposits in the Cartersville and Batesville districts, Georgia and Arkansas.

The applicant has supplied a crude map showing the location of the holdings, but does not indicate the nature of the ore occurrence, the depth of overburden, or the exact location of the 3 samples taken. These samples are:

Sample No.	Iron	Manganese
A	14.49	19.70
B	19.95	18.10
C	14.28	7.50

The chemist who ran the analyses indicated that the samples might be amenable to ore dressing which would raise the grade to 35% Mn. Such material is readily disposable in the Birmingham area.

The applicant has not indicated the nature or disposition of the ore, the thickness of the overburden, or how it is proposed to carry out a prospecting campaign with a power shovel and truck. This may be perfectly normal for that area, but sounds suspiciously like a mining operation from here.

Recommendation

The applicant should be requested to supplement the present application with the following:

(1) A map or exact description showing the source of the samples.
(2) A map showing the exact area to be prospected, and the location of the openings proposed. This should be on 100 or 200' to the inch.
(3) A detailed statement of the prospecting method proposed, and why some drilling method would not be more economical.
(4) A statement of the ore dressing method proposed, and of the disposition of the product.

MDCrittenden:gt

George B. Holderer November 6, 1951

Max D. Crittenden, Jr.

DMA-2195 Cherokee County, Alabama.

The M. & J. Ore Company of Birmingham, Alabama proposes to spend a total of $~~12,500~~ 22,000 in the exploration of manganese deposits in the SE¼ of Section 1, T. 12 S.(?), R. 11 E. The Geological Survey has no information on the deposits in this tract. A few scattered deposits of cobaltiferous manganese oxide in the same township were briefly examined during World War II, but none are known in this section.

Manganese deposits in this part of Cherokee County occur in residual clay derived from the Knox dolomite. In this respect they resemble the deposits in the Cartersville and Batesville districts.

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(3) A detailed statement of the prospecting method proposed, and why some drilling method would not be more economical.
(4) A statement of the ore dressing method proposed, and of the disposition of the product.

MDCrittenden:gt

Box-26

Return to
Code 400 — Rl M&a
Rm. 3538

DMA 2195X
M. & J. OHM CO.
Manganese

400

FILE COPY
SURNAME:

UNITED STATES
DEPARTMENT OF THE INTERIOR
DEFENSE MINERALS ADMINISTRATION
WASHINGTON 25, D. C.

FEB 29 1952

Mr. N. L. Patterson
M & J Ore Company
P.O. Box 630
Birmingham, Alabama

Re: Docket No. DMA 2195X - Manganese
Cherokee County, Alabama

Dear Mr. Patterson:

Complying with the advice contained in your letter of February 26, 1952, we are removing the above referenced application from our active files and thereby will consider the docket closed.

Sincerely yours,

C. O. Mittendorf (for)

Acting Administrator
Defense Minerals Exploration
Administration

GGGentry:lm
2/28/52

cc: Admn. Reading File
Docket
N. B. Melcher, USBM
M. D. Crittenden, USGS
Field Team Reg. VII
G. C. Selfridge
G. G. Gentry

A.R. 2-28-52

M & J ORE COMPANY

Box 630

Birmingham, Alabama

February 26, 1952

Mr. G. C. Selfridge, Chief
Iron and Ferro-Alloy Division
U. S. Department of the Interior
Defense Minerals Administration
Washington, 25, D. C.

Re: Docket No. DMA 2195X -
Manganese
Cherokee County, Alabama

Dear Sir:

We acknowledge your letter of February 21 in connection with our application for an exploration contract.

Subsequent events has caused us to reach the decision that it is no longer feasible to attempt any development of these properties. You may, therefore, close your file on this case.

Yours very truly

M & J ORE COMPANY

N. L. Patterson

N. L. Patterson, Sec., Treas.

NLP:fl

DEPARTMENT OF THE INTERIOR
Defense Minerals Administration
RECEIVED
FEB 28 1952

400

FILE COPY
SURNAME:

UNITED STATES
DEPARTMENT OF THE INTERIOR
DEFENSE MINERALS ADMINISTRATION
WASHINGTON 25, D. C.

FEB 21 1952

M & J Ore Company
P.O. Box 630
Birmingham, Alabama

Re: Docket No. DMA 2195X - Manganese
Cherokee County, Alabama

Gentlemen:

A review of your application of November 27, 1951, for a $50,000.00 exploration contract reveals that a letter, dated December 19, 1951, was sent you in which additional information necessary to process your application was requested.

No answer to this letter has been received from you and we assume that you no longer desire to proceed with the application.

We wish to cooperate with you in the matter of allowing ample time, but if the needed data have not been received by April 1, 1952, we will then consider the docket closed.

Sincerely yours,

George C. Selfridge 2/21

G. C. Selfridge, Chief
Iron and Ferro-Alloy Division

GGGentry'lm
2/20/52

cc: Admn. Reading File
✓ Docket
N. B. Melcher, USBM
M. D. Crittenden, USGS
G. C. Selfridge
G. G. Gentry
Field Team Reg. VII

400

FILE COPY
SURNAME:

UNITED STATES
DEPARTMENT OF THE INTERIOR
DEFENSE MINERALS ADMINISTRATION
WASHINGTON 25, D. C.

Bryan
Selfridge
Bridge

DEC 19 1951

M & J Ore Company
P.O. Box 630
Birmingham, Alabama

Re: Docket No. DMA 2195X - Manganese
Cherokee County, Alabama

Gentlemen:

In reviewing your application for an exploration loan, we find it necessary to request the following supplementary information:

1. A statement as to the geologic features of the area in question, including a sketch map showing pertinent data as to extent of ore occurrence, location of samples, etc. (See MF-103, item 2 (b)).

2. A detailed statement of the proposed method of exploration and its location and relation to known geologic features (MF-103, item 3a and 4). In this regard, your presumed use of power-shovel and trucks for exploration work appears to be "mining" rather than "exploration". A drilling program would seem to be a normal means of determining extent and value of the deposit. Please note that the application is restricted to loans for exploration purposes. (See also Sec. 4 and 8a of MO-5, April, 1951).

3. If you have available any information as to the proposed method of concentration, with data as to expected recoveries and analyses, based on the expected ore, please include them. This need be only a general statement to show the commercial aspect of the ores that may be outlined by the exploration project. (See MF-100, May, 1951, item 7e).

4. Your attention is directed to MF-103, revised June, 1951, item 1c, note 2 and MO-5, April, 1951, Sec. 14 or MO-5,

BL

as amended, Sec. 13, paragraph 2b, wherein subordination by land-owners, or others, of their interests, to the Government, is required.

The processing of your application will continue upon receipt of the foregoing information.

Sincerely yours,

SIGNED

Enclosures - 14 MF-202

G. C. Selfridge, Acting Chief
Iron and Ferro-Alloy Division

QLBrewer'lm
12/17/51

cc: Admn. Reading File
Mails and Files Br.
C. O. Mittendorf
N. B. Meleher, USBM
T. P. Thayer, USGS
Field Team Reg. VII
Docket
G. C. Selfridge
Q. L. Brewer

JCD 12-19-51

NDARD FORM NO. 64

Office Memorandum • UNITED STATES GOVERNMENT

DEFENSE MINERALS ADMINISTRATION WASHINGTON, D. C.

TO : ~~George B. Holderer~~ C. O. Mittendorf

DEPARTMENT OF THE INTERIOR NOV 26 2 PM '51 RECEIVED

November 23, 1951

FROM : Max D. Crittenden

NOV 26 1951 Defense Minerals Administration, Production Expansion Division.

SUBJECT: DMA-2195 Cherokee County, Alabama

The M. & J. Ore Company of Birmingham, Ala. proposes to spend a total of $12,500 in the exploration of manganese deposits in the SE¼ of Section 1, T. 12 (S.?) R. 11 E. The Geological Survey has no information on the deposits in this tract. A few scattered deposits of cobaltiferous manganese oxide in the same township were briefly examined during World War II, but none are known in this section. Manganese deposits in this part of Cherokee County occur in residual clay derived from the Knox dolomite. In this respect they resemble the deposits in the Cartersville and Batesville districts, Georgia and Arkansas.

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The applicant has not indicated the nature or disposition of the ore, the thickness of the overburden, or how it is proposed to carry out a prospecting campaign with a power shovel and truck. This may be perfectly normal for that area, but sounds suspiciously like a mining operation from here.

Recommendation

The applicant should be requested to supplement the present application with the following:

(1) A map or exact description showing the source of the samples.
(2) A map showing the exact area to be prospected, and the location of the openings proposed. This should be on 100 or 200' to the inch.
(3) A detailed statement of the prospecting method proposed, and why some drilling method would not be more economical.
(4) A statement of the ore dressing method proposed, and of the disposition of the product.

(5) Subordination by lessor.

MDC

NDARD FORM NO. 64

Office Memorandum • UNITED STATES GOVERNMENT

TO : George B. Holderer DATE: November 6, 1951

FROM : Max D. Crittenden, Jr.

SUBJECT: DMA-2195 Cherokee County, Alabama.

The M. & J. Ore Company of Birmingham, Alabama proposes to spend a total of $~~12,500~~ 19,088 in the exploration of manganese deposits in the SE¼ of Section 1, T. 12 S.(?), R. 11 E. The Geological Survey has no information on the deposits in this tract. A few scattered deposits of cobaltiferous manganese oxide in the same township were briefly examined during World War II, but none are known in this section.

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(4) A statement of the ore dressing method proposed, and of the disposition of the product.

George B. Holderer November 6, 1951

Max D. Crittenden, Jr.

DMA-2195 Cherokee County, Alabama.

The M. & J. Ore Company of Birmingham, Alabama proposes to spend a total of $12,500 in the exploration of manganese deposits in the SE¼ of Section 1, T. 12 S.(?), R. 11 E. The Geological Survey has no information on the deposits in this tract. A few scattered deposits of cobaltiferous manganese oxide in the same township were briefly examined during World War II, but none are known in this section.

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(3) A detailed statement of the prospecting method proposed, and why some drilling method would not be more economical.
(4) A statement of the ore dressing method proposed, and of the disposition of the product.

MDCrittenden:gt

m MF-103
ised June 1951)

UNITED STATES DEPARTMENT OF THE INTERIOR
DEFENSE MINERALS ADMINISTRATION

Budget Bureau No. 42-R1035.1.

MF-103 Should Be Filed With General Technical Data Form MF-100

APPLICATION FOR AID FOR AN EXPLORATION PROJECT PURSUANT TO MINERAL ORDER 5, UNDER DEFENSE PRODUCTION ACT OF 1950

Not To Be Filled in by Applicant

Docket No. dma 21195
Metal or Mineral
Date Received 10-29-51
Amount $
Participation (Government %)

DEPARTMENT OF THE INTERIOR
Defense Minerals Administration
RECEIVED
OCT 29 1951

M.& J. Ore Company
P. O. Box 630
Birmingham, Alabama

Name and address of applicant

Date 10/27/51

If you have already filed MF-100, give date filed 9/24/51, type of assistance requested priority,

DMA Docket Number (if available)

INSTRUCTIONS

Read Mineral Order 5, Regulations Governing Government Aid in Defense Projects, before completing this application. Submit four copies each, of the signed application form, General Technical Data Form MF-100, and answers to questions as specified, to Defense Minerals Administration, Department of the Interior, Washington 25, D. C., or to the nearest field executive office thereof, with your name and address on each sheet of the application and all accompanying papers. If you have previously filed MF-100, it is not necessary to file it again. However, you should indicate in space provided above the type of assistance previously applied for (loans, procurement contracts, etc.) and DMA Docket Number, if available. *When a question is inapplicable it should be so stated in the form.* Additional sheets should be attached in answering any questions or in supplying additional information. IF YOU CANNOT ANSWER A QUESTION, SO STATE.

See attached sheet for answers

1. (*a*) Give a description of the real property that will be in any way involved in the exploration project, including any existing mine or operating property.

   (*b*) If you are not the owner of the property, submit a copy of the lease, purchase option, or other agreements under which you are authorized to operate the property with each copy of your application.

   (*c*) Give the legal description of the exact parcel, plot, or area upon which the exploration is to be conducted.

   NOTE: (1) If both areas are the same, so state. The only obligation to repay the Government is from the net earnings from any commercial discovery made in the area specified in (*c*) above in which the exploration is to be conducted, and the expenditure of funds which may be charged as costs of the project must be limited to that area or to work necessary to perform the exploration in that area.

   (2) If applicant is not the owner of the property or if there are any liens or encumbrances against the property, copy of agreements of claimants, lienors, encumbrances, and lessors subordinating their interests in the property to the interest of the Government under the Exploration Project Contract will be required for attachment to the Contract.

2. (*a*) What metals or minerals do you expect to find?

   (*b*) Furnish statement of the geologic features of your property, giving type of ore deposit and reasons for expecting to find commercial ore bodies. Illustrate with maps or sketches. If you have a geologic or engineering report, or assay maps showing width and grade, please send them with application, stating whether or not you wish to have them returned.

The information requested in questions 3, 4, 5, 6, 7, 8, and 9 below should be answered specifically and in detail, as this information will be attached to and incorporated as part of the Exploration Project Contract, if such contract is entered into with you by the Government.

ANSWER EACH QUESTION ON SEPARATE SHEETS OF PAPER AND SUBMIT A COPY OF EACH ANSWER FOR EACH COPY OF YOUR APPLICATION.

3. (*a*) Describe fully the proposed work and give the total cost of the project.

   (*b*) State the time required to start the project and to complete it.

4. Submit a map or sketch of the property involved showing a plan (and cross section, if needed) of the present mine workings and the *location of the proposed exploration work* as related to geologic features, such as contacts, veins, ore-bearing beds, etc.

5. Furnish an itemized list of existing facilities, buildings, installations, and fixtures with a statement of the cost of any necessary rehabilitation or repairs to put into useful and operable condition.

6. Furnish a detailed list of additional facilities, buildings, and fixtures to be purchased, installed, or erected by you, with the estimated cost of each item.

7. Furnish a detailed list of operating equipment, separated into items to be—

   (*a*) Rented

   (*b*) Purchased

   (*c*) Furnished by you

   with the rental, purchase price, or depreciation of each item, as the case may be, to be charged as a cost of the project.

8. Furnish an itemized schedule of labor, by numbers and classes (miners, muckers, etc.) and of supervisors by numbers and positions, with the maximum wages or salaries to be paid to each.

9. Furnish a detailed list with estimated cost of each item for materials, supplies, engineering, assaying, accounting, power, water, utilities, and any other items not provided for above.

10. (*a*) How much are you prepared to invest in the proposed project?

    (*b*) Is this amount sufficient to pay your part of the cost of the project, in accordance with the regulations on Government participation (Sec. 9 of MO–5)?

11. State any conditions or circumstances regarding the property not sufficiently brought out by the foregoing questions.

CERTIFICATION

The undersigned company, and the official executing this certification on its behalf, hereby certify that the information contained in this form and accompanying papers is correct and complete to the best of their knowledge and belief.

[illegible] Co. Company
(Name of company)

By [illegible]
(Signature of authorized official)

October 28, 1978
(Date)

Secretary-Treasurer
(Title)

Title 18, U. S. Code (Crimes), Section 1001, makes it a criminal offense to make a willfully false statement or representation to any department or agency of the United States as to any matter within its jurisdiction.

U. S. GOVERNMENT PRINTING OFFICE 16—64067-2

M.& J. ORE COMPANY
P. O. Box 630
Birmingham, Alabama

Application for Aid for an Exploration Project Pursuant to Mineral Order 5, under Defense Production Act of 1950

1. (a) Lease Agreement attached
   (b) Do
   (c) See Form MF-100 filed. M.S. No. 2678.

2. (a) Manganese Ore
   (b) Sketch of property attached. Also analytical report.

3. (a) Sufficient samples of ore have been taken from the properties under lease to indicate existance of deposits of manganese ore in sufficient amount to warrant exploration to determine commercial possibilities. Estimated cost of exploration is $50,000.00.

   (b) Project can be started within ten days of approval and should be completed within ~~threemonths~~ six months.

4. Sketch of properties attached.

5. None

6. None

7. Equipment to be rented for exploration work as follows:

	Rent per Mo.
1 1-1/4 Yd. Diesel Powered Shovel	$ 1,000.00
1 D-8 Caterpillar Tractor w/dozer	500.00
3 F-8 Ford Dump Trucks	1,500.00
Misc. drilling equipment	500.00

8. 1 Shovel Operator at $2.00 per hr. 1 Tractor Operator at $1.75 per hr. 3 Truck Drivers at $1.75 per hour. 10 laborers at $1.00 per hr.

9. Operating Supplies, fuel, explosives, estimated $2,000.00 per month.

10. (a) $12,500.00
    (b) Yes.

STATE OF GEORGIA

COUNTY OF POLK

THIS INDENTURE made and entered into this 26th day of January, 1950, by and between J. T. Smith and his wife, Mrs. Kate Smith, both of Cherokee County, Alabama, hereinafter referred to as Lessor, and Ga. Ala. Ore Co., a corporation organized and existing under the laws of the State of Georgia, and having its principal office and place of business in Cedartown, Polk County, Georgia, hereinafter referred to as Lessee;

W I T N E S S E T H:

Wherever the term "Lessor" is used herein, it shall be held to include all lessors named above, if more than one be named; and wherever the words "Lessor" and Lessee" are used, they are intended to mean and do include the heirs, representatives and assigns of such Lessor and Lessee, and either party hereto has the right to transfer and assign this lease, upon condition that such party obtain from opposite party hereto approval in writing of such transfer or assignment. Except that Lessee may transfer this lease to a corporation now being formed by lessees, without written approval of lessor.

For and in consideration of the sum of ONE ($1.00) DOLLAR, paid Lessor by Lessee, the receipt of which is hereby acknowledged, and the mutual benefits which will flow to all parties hereto by the fulfillment of this lease, it is hereby mutually agreed:

(1) Lessor warrants that he has an indefeasible estate in fee simple in and to the land hereinafter described, and that he has the right to grant, give and lease unto Lessee the right to mine and remove said minerals from said property.

All that certain property lying and being in the County of Cherokee and State of Alabama, which is described as follows:

> 160 acres of Section 1, Township 12, Range 11, E East of Cherokee County, Alabama, being the Southeast one-fourth of Section 1, Township 12, Range 11, East of said County,

said property being hereinafter referred to as the leased premises.

(2) Lessor, for a period of five (5) years after this date, unless sooner terminated in some of the ways hereinafter provided, hereby leases the above described property to Lessee and grants to Lessee the right to test in any way deemed best, explore for, dig, mine, remove, wash and remove, from said property any or all of the minerals known as iron or iron bearing material on, in or under said leased premises, and the right of ingress and egress to and from and across said property in every direction, and the right to erect a washer and/or washers, pipe line, waterways, aqueducts, dirt roads, tram roads, railroads, aerial trams, electric lines, mud dams and mud ponds, and all mining equipment necessary, usual or convenient for properly mining said leased premises and for washing, blasting and removing said ores, including the right to erect houses deemed expedient for the proper carrying on of Lessee's mining operation. For this purpose, Lessee is granted the right to remove any of said ore-bearing material from said leased premises for the purpose of washing the same upon other premises, if found more convenient so to do by Lessee. Lessee shall not be liable for any injury to the surface of the leased ground, resulting from Lessee's mining operations.

Lessor further grants to Lessee the right to locate a pond or lake for the storage of water to be used in connection with the mining operations, and/or mud dams and mud ponds to be used in connection with the mining operations on any property now belonging to Lessor, which may be more convenient in the opinion of Lessee for the above purposes.

(3) Lessee shall have the right to renew this lease at the expiration of the first five (5) year period, upon the same terms and conditions as herein stated by giving Lessor sixty (60) days notice in writing prior to the termination of the first five (5) years, of their intention to renew said lease.

(4) Lessor acknowledges receipt of the sum of ONE HUNDRED ($100.00) DOLLARS minimum royalty for the month of January 1950. Lessee shall pay to the Lessor the sum of ONE HUNDRED ($100.00) DOLLARS per month, beginning February 1, 1950, as minimum royalty or rental charge, for the right to mine, and shall pay said sum of ONE HUNDRED ($100.00) DOLLARS per month on the first day of each month thereafter as monthly minimum royalty or rental charge for the succeeding months. Actual royalties, as hereinafter determined, paid under this lease for ore actually mined and shipped may be applied to absorb and/or excuse Lessee from paying any monthly minimum royalty or rental charges thereafter accrueing; and, likewise, aggregate minimum royalty or rental charges paid by Lessee may be applied to absorb actual royalty accruing from ore actually mined and shipped thereafter.

(5) Lessee agrees to pay Lessor a royalty of twenty-five cents (25¢) per ton of twenty-two hundred forty (2240) pounds, net dry tons for all iron ore mined, removed and sold from the leased premises; but it is understood and agreed that iron or iron-bearing material which may be removed and washed or prepared fro market on premises other than the leased premises shall pay royalty on the same basis on the tonnage of the prepared or finished product only.

(6) Lessee is also given the right to mine, upon the same terms and conditions, in addition to iron ore or iron-bearing minerals, manganese and manganiferious iron ore. In the event Lessee mines such manganese ore, the same is shipped as such and the same is accepted by the furnace as such, then Lessee shall pay as royalty on said manganese ore the sum of ten(10%) percent on the net price thereof received at the furnace, less freight.

(7) Lessee agrees to pay Lessor, on the twentieth (20th) day of each month, for all iron ore mined, shipped and sold from the leased property during the preceding calendar month. All settlements to be made on the basis of furnace weights found at point of destination.

(8) Lessee agrees to furnish Lessor an itemized statement of the amount of ores so mined and removed during each month of the existence of this lease, and upon demand of Lessor, to furnish Lessor with a copy of railroad bills of lading of the ores so mined and shipped during such month for which such demand may be made.

(9) Lessee is granted the right, upon termination or cancellation of this lease, to remove within ninety (90) days after the expiration or cancellation of the same, all machinery, equipment, piping, electric transmission lines, and trams or railroads and houses and improvements of every kind placed by Lessee on the leased premises, provided all amounts due Lessor have been fully paid.

(10) Should any royalties or minimum forfeitures be due and unpaid, then if Lessor gives Lessee personal written notice, or written notice by registered mail, to his last known address, that same amount is due, then if Lessee does not pay the same or pay the amount actually due for the month or months specified, within thirty (30) days after receiving said notice from Lessor, then Lessor has the right to declare this lease null and void. However, this option cannot be exercised after acceptance by Lessor of the royalties due on minimum forfeitures due, for the month or months in which the royalty was not paid in exact compliance with the terms of this lease.

(11) Lessee has the right to cancel this lease at any time during the life of the same upon giving written personal notice to Lessor or written notice by registered mail to Lessor of such intention, addressed to Lessor at Esom Hill, Georgia, Route #1, at least thrity (30) days before the date on which the lease is sought to be cancelled, provided all amounts due Lessor by reason of royalties or minimum forfeitures hereunder are paid in full.

(12) Lessee is granted the right to use such timber on the leased premises as may be convenient for mining purposes in the mines or out of same, free of charge, and to use for fuel the laps of all trees cut down for mining purposes, free of charge.

(13) Any amount due Lessor by Lessee hereunder may be paid by check, signed by Lessee, on any bank in the United States, where Lessee has the amount of money represented by same.

(14) Lessor shall, in accordance with law, return for taxes all interests owned by him in the land hereinabove described, and shall pay all taxes or charges in the nature of taxes in connection therewith, except any so-called tonnage, severance or depletion tax that might become payable to the State of Alabama or the County of Cherokee, which said tax shall be paid by Lessee.

IN WITNESS WHEREOF, the parties hereto have hereunto set their hands and affixed their seals, in duplicate, each of which may be considered as an original in any court of law, the day and year first above written.

_____ L.S.

_____ L.S.
Lessor

GA. ALA. ORE CO. L.S.

By: _____
President

Attest: _____
Secretary-Treasurer

Signed, sealed and delivered
in the presence of:

_____

_____
Notary Public, Polk County, Ga.

STATE OF GEORGIA,

COUNTY OF POLK.

I, MRS. HELEN O'LEARY COLEMAN, Notary Public in and for said County, hereby certify that J. T. Smith and his wife, Mrs. Kate Smith, whose names are signed to the foregoing lease, and who are known to me, acknowledged before me on this day that, being informed of the contents of this lease, they executed the same voluntarily on the day and year the same bears date.

Given under my hand and seal, this 26th day of January, 1950.

Notary Public, Polk County,
Georgia

STATE OF GEORGIA,

COUNTY OF POLK.

I, MRS. HELEN O'LEARY COLEMAN, Notary Public in and for said County in said State, hereby certify that I have examined Mrs, Kate Smith separately and apart from her husband, J. T. Smith, and that she has acknowledged to me that she signed the within and foregoing lease as the wife of said J. T. Smith, that she is the wife of the said J. T. Smith, and that she signed the same freely and voluntarily and without any coercion or persuasion on the part of her said husband.

Given under my hand and seal, this 26th day of January, 1950.

Notary Public, Polk County,
Georgia

STATE OF ALABAMA)

CHEROKEE COUNTY)

TRANSFER AND ASSIGNMENT OF LEASES

KNOW ALL MEN BY THESE PRESENTS, THAT WHEREAS, the undersigned GA. ALA. ORE COMPANY has contemporaneously herewith sold to M. & J. ORE COMPANY, a corporation, with offices in Jefferson County, Birmingham, Alabama, reserving title in Seller until the purchase price is paid, certain mining machinery and equipment on the premises covered by the leases hereinafter described; and,

WHEREAS, said buyer is desirous of conducting the mining operations on said premises as contemplated by said leases; and of becoming entitled to all the rights, title and interest of the lessee in each of said leases, respectively, and assuming all the obligations thereby imposed on each such lessee, respectively;

NOW, THEREFORE, IN CONSIDERATION OF the premises, and of the assumption by M. & J. ORE COMPANY of all obligations imposed upon or assumed by the Lessee in each of the hereinafter described leases, and of the other covenants and agreements of the said M. & J. ORE COMPANY, a corporation, all of its right, title and interest in and to the following described mining leases and in and to the lands, minerals and mining rights therein described or thereby covered, viz:

1. Lease dated January 26, 1950, by and between J. T. Smith and wife, Mrs. Kate Smith, as Lessor, and GA. ALA. ORE COMPANY as Lessee, covering southeast Quarter of Section 1, Township 12, Range 11 East, Cherokee County, Alabama.

2. Lease from W. T. Price and Lamont Rowlands and wives, as Lessor, and T. J. Woodward, as Lessee; of which lease GA. ALA. ORE COMPANY is assignee; covering Media Plant Site, between Tecumseh Road and right of way of Southern Railway Company in Sections 11 and 12, Twp. 12, Range 11 East, Cherokee County, Alabama.

The said M.& J. ORE COMPANY, does, for itself and its successors and assigns, as a part of the consideration for the transfer and assignment of said leases; covenant and agree with the said GA. ALA. ORE COMPANY, its successors and assigns, that

it shall faithfully perform all obligations, covemants, premises and agreements imposed upon the Lessee, in each of said leases, respectively, and shall, at all times hereafter, indemnify and hold harmless the said GA. ALA. ORE COMPANY from any and all liability, of any kind or character, arising hereafter under or, by the terms of any of said leases, or as a result of any mining operations conducted on the premises covered by said lease; including any liability for personal injury or property damage to any person, firm or corporation, arising from the condition of said premises, or from anything located on said premises, or from any mining operations or other work conducted thereon after the effective date of this agreement.

The said GA. ALA. ORE COMPANY, does, for itself or its successors and assigns covemant and agree with the said M. & J. ORE COMPANY, its successors and assigns, that it will indemnify and hold harmless the said M. & J. ORE COMPANY from any and all liability, of any kind or character arising under or, by the terms of any of said leases, or as a result of any mining operations conducted on the premises covered by said lease; including any liability of personal injury, or property damage to any firm or corporation, arising from the condition of said premises or from anything located on said premises, or from any mining operation of any other work conducted thereon prior to the effective date of this agreement.

The said M. & J. ORE COMPANY does, for itself and its successors and assigns, further covenant with the said GA. ALA. ORE COMPANY, its successors and assigns, that, in the event of default in payment of the purchase price of any machinery or equipment purchased by it as aforesaid, or of any installment or interest thereon; it will, upon demand by said GA. ALA. ORE COMPANY its successor or assigns, promptly surrender to said GA. ALA. ORE COMPANY, possession of the premises covered by said leases aforesaid and all of its right, title, interest and claim in or under said leases and premises covered thereby shall thereby cease and terminate; provided, however, that nothing herein contained shall

be construed to release said M. & J. ORE COMPANY from its binding obligation to pay for machinery and equipment purchased by it under conditional Sale Agreement bearing same date of this agreement, and its obligation to perform all duties imposed upon lessees as aforesaid, including the duty to indemnify and hold harmless said GA. ALA. ORE COMPANY to the date of actual taking of possession of said premises by said GA. ALA. ORE COMPANY hereunder; nor is it intended hereby to require said GA. ALA. ORE COMPANY to so retake possession of said premises but rather that it may, at its option and sole discretion, so require the surrender of said rights and premises.

The undersigned M. & J. ORE COMPANY does, by executing this instrument, expressly assent and agree to all obligations, agreements, covenants and promises on its part herein contained.

IN WITNESS WHEREOF, GAL ALA. ORE COMPANY, a corporation, and M. & J. ORE COMPANY, a corporation, have each, respectively, caused these presents to be executed for them and in their names and behalf, by their respective presidents, each of whom is thereunto duly authorized this 18th day of August, 1951.

GAL.ALA. ORE COMPANY

By_____
Its President

M. & J. ORE COMPANY

By_____
Its President

The undersigned Lessor, J. T. Smith, does hereby approve and assent to foregoing transfer and assignment of lease.

_____
Lessor

_____
Lessor

STANDARD TESTING LABORATORY

20½ WEST ELEVENTH STREET, ROOMS 10-11 -- POST OFFICE BOX 222

ANNISTON, ALABAMA

10-13-51

McCullough Industries, Inc.,
Birmingham, Alabama

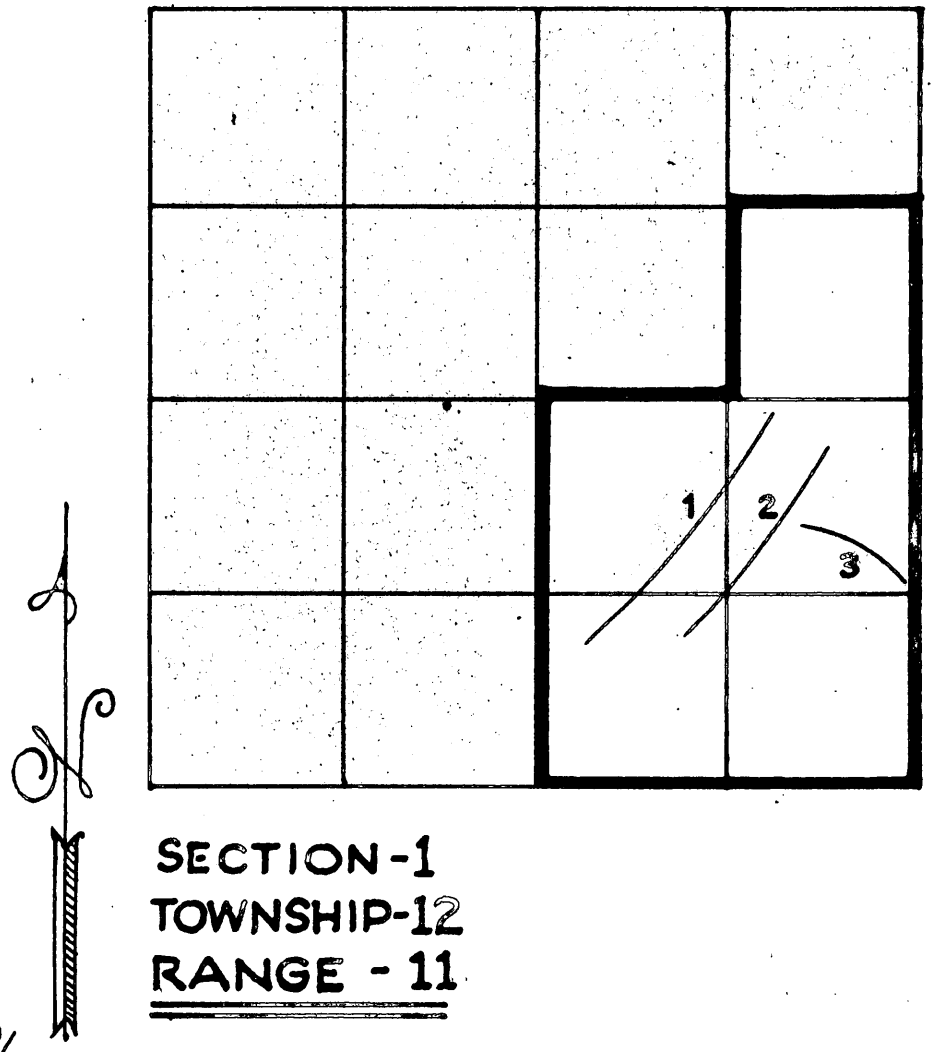
ATTN: Mr. Worrell

SAMPLE	DATE RECEIVED	SILICON	IRON	MANGANESE	CARBON	TENSILE	TRANSVERSE	DEFLECTION
# 1	10/12/51	-	32.55	.52		Brown Ore		
# 2	"	-	35.07	.42		"	"	
# C	"	-	14.28	7.50		High Mn. Iron dirt		
# 4	"	-	35.28	.14		Brown Ore		
# -A-	"	-	14.49	19.70		Manganiferous Ore		
# -B-	"	-	19.95	18.10		"	"	

REMARKS:

Mr. Patterson- The chemist that ran the analysis on these samples feels that samples A-B-C can be up graded by some cleaning method and that they will run around 35% Manganese.

R. E. BARNARD
Chemist



SECTION-1
TOWNSHIP-12
RANGE - 11

The FIVE 40'S SHOWN UNSHADED ARE THOSE UNDER LEASE FROM J.T.SMITH.....

1-2-3 SHOW WHERE MANGANESE ORE IS EITHER SHOWING OR WHERE IT HAS BEEN REMOVED AND SHIPPED BY J.T.SMITH.

This LAND HAS NOT BEEN TESTED FOR MANGANESE - SO WE CAN GIVE NO CROSS SECTION - ETC. OF MINE WORKINGS.

Mr. N. L. Patterson, Secy.-Treas.
M. & J. Ore Company
P. O. Box 630
Birmingham, Alabama

Subject: DMA-2195
Re: Exploration Loan
J. T. Smith Ore Lands

My dear Mr. Patterson:

This will acknowledge receipt of your application dated October 27, 1951 for a loan under the Defense Production Act of 1950.

Your application was assigned Docket Number DMA-2195 and referred to the Ferro-Alloys Branch.

Kindly refer to DMA-2195 in any future correspondence relating to your application.

Sincerely yours,

Robert E. Adams

Robert E. Adams, Chief
Reports and Records Unit

Form MF-103
(Revised June 1951)

UNITED STATES DEPARTMENT OF THE INTERIOR
DEFENSE MINERALS ADMINISTRATION

Budget Bureau No. 42-R1035.1.

MF-103 Should Be Filed With General Technical Data Form MF-100

APPLICATION FOR AID FOR AN EXPLORATION PROJECT PURSUANT TO MINERAL ORDER 5, UNDER DEFENSE PRODUCTION ACT OF 1950

Not To Be Filled in by Applicant

Docket No. dma 2195
Metal or Mineral
Date Received 10-29-51
Amount $
Participation (Government %)

DEPARTMENT OF THE INTERIOR
Defense Minerals Administration
RECEIVED
OCT 29 1951

M.& J. Ore Company
P. O. Box 630
Birmingham, Alabama

Name and address of applicant

Date 10/27/51

If you have already filed MF-100, give date filed 9/24/51, type of assistance requested priority,

DMA Docket Number (if available)

INSTRUCTIONS

Read Mineral Order 5, Regulations Governing Government Aid in Defense Projects, before completing this application. Submit four copies each, of the signed application form, General Technical Data Form MF-100, and answers to questions as specified, to Defense Minerals Administration, Department of the Interior, Washington 25, D. C., or to the nearest field executive office thereof, with your name and address on each sheet of the application and all accompanying papers. If you have previously filed MF-100, it is not necessary to file it again. However, you should indicate in space provided above the type of assistance previously applied for (loans, procurement contracts, etc.) and DMA Docket Number, if available. *When a question is inapplicable it should be so stated in the form.* Additional sheets should be attached in answering any questions or in supplying additional information. IF YOU CANNOT ANSWER A QUESTION, SO STATE.

See attached sheet for answers

1. (*a*) Give a description of the real property that will be in any way involved in the exploration project, including any existing mine or operating property.

   (*b*) If you are not the owner of the property, submit a copy of the lease, purchase option, or other agreements under which you are authorized to operate the property with each copy of your application.

   (*c*) Give the legal description of the exact parcel, plot, or area upon which the exploration is to be conducted.

   NOTE: (1) If both areas are the same, so state. The only obligation to repay the Government is from the net earnings from any commercial discovery made in the area specified in (*c*) above in which the exploration is to be conducted, and the expenditure of funds which may be charged as costs of the project must be limited to that area or to work necessary to perform the exploration in that area.

   (2) If applicant is not the owner of the property or if there are any liens or encumbrances against the property, copy of agreements of claimants, lienors, encumbrances, and lessors subordinating their interests in the property to the interest of the Government under the Exploration Project Contract will be required for attachment to the Contract.

2. (*a*) What metals or minerals do you expect to find?

   (*b*) Furnish statement of the geologic features of your property, giving type of ore deposit and reasons for expecting to find commercial ore bodies. Illustrate with maps or sketches. If you have a geologic or engineering report, or assay maps showing width and grade, please send them with application, stating whether or not you wish to have them returned.

The information requested in questions 3, 4, 5, 6, 7, 8, and 9 below should be answered specifically and in detail, as this information will be attached to and incorporated as part of the Exploration Project Contract, if such contract is entered into with you by the Government.

ANSWER EACH QUESTION ON SEPARATE SHEETS OF PAPER AND SUBMIT A COPY OF EACH ANSWER FOR EACH COPY OF YOUR APPLICATION.

3. (*a*) Describe fully the proposed work and give the total cost of the project.

   (*b*) State the time required to start the project and to complete it.

4. Submit a map or sketch of the property involved showing a plan (and cross section, if needed) of the present mine workings and the *location of the proposed exploration work* as related to geologic features, such as contacts, veins, ore-bearing beds, etc.

5. Furnish an itemized list of existing facilities, buildings, installations, and fixtures with a statement of the cost of any necessary rehabilitation or repairs to put into useful and operable condition.

6. Furnish a detailed list of additional facilities, buildings, and fixtures to be purchased, installed, or erected by you, with the estimated cost of each item.

7. Furnish a detailed list of operating equipment, separated into items to be—

   (*a*) Rented

   (*b*) Purchased

   (*c*) Furnished by you

   with the rental, purchase price, or depreciation of each item, as the case may be, to be charged as a cost of the project.

8. Furnish an itemized schedule of labor, by numbers and classes (miners, muckers, etc.) and of supervisors by numbers and positions, with the maximum wages or salaries to be paid to each.

9. Furnish a detailed list with estimated cost of each item for materials, supplies, engineering, assaying, accounting, power, water, utilities, and any other items not provided for above.

10. (*a*) How much are you prepared to invest in the proposed project?

    (*b*) Is this amount sufficient to pay your part of the cost of the project, in accordance with the regulations on Government participation (Sec. 9 of MO–5)?

11. State any conditions or circumstances regarding the property not sufficiently brought out by the foregoing questions.

CERTIFICATION

The undersigned company, and the official executing this certification on its behalf, hereby certify that the information contained in this form and accompanying papers is correct and complete to the best of their knowledge and belief.

M. & J. Ore Company
(Name of company)

By [signature]
(Signature of authorized official) Sec-Treas.

October 25, 1951
(Date)

Secretary-Treasurer
(Title)

Title 18, U. S. Code (Crimes), Section 1001, makes it a criminal offense to make a willfully false statement or representation to any department or agency of the United States as to any matter within its jurisdiction.

U. S. GOVERNMENT PRINTING OFFICE 16—64067-2

M. & J. ORE COMPANY
P. O. Box 630
Birmingham, Alabama

Application for Aid for an Exploration Project Pursuant to Mineral Order 5, under Defense Production Act of 1950

1. (a) Lease Agreement attached
   (b) Do
   (c) See Form MF-100 filed. M.S. No. 2678.

2. (a) Manganese Ore
   (b) Sketch of property attached. Also analytical report.

3. (a) Sufficient samples of ore have been taken from the properties under lease to indicate existance of deposits of manganese ore in sufficient amount to warrant exploration to determine commercial possibilities. Estimated cost of exploration is $50,000.00.

   (b) Project can be started within ten days of approval and should be completed within ~~three months~~ six months.

4. Sketch of properties attached.

5. None

6. None

7. Equipment to be rented for exploration work as follows:

	Rent per Mo.
1 1-1/4 Yd. Diesel Powered Shovel	$ 1,000.00
1 D-8 Caterpillar Tractor w/dozer	500.00
3 F-8 Ford Dump Trucks	1,500.00
Misc. drilling equipment	500.00

8. 1 Shovel Operator at $2.00 per hr. 1 Tractor Operator at $1.75 per hr. 3 Truck Drivers at $1.75 per hour. 10 Laborers at $1.00 per hr.

9. Operating Supplies, fuel, explosives, estimated $2,000.00 per month.

10. (a) $12,500.00
    (b) Yes.

STATE OF GEORGIA

COUNTY OF POLK

THIS INDENTURE made and entered into this 26th day of January, 1950, by and between J. T. Smith and his wife, Mrs. Kate Smith, both of Cherokee County, Alabama, hereinafter referred to as Lessor, and Ga. Ala. Ore Co., a corporation organized and existing under the laws of the State of Georgia, and having its principal office and place of business in Cedartown, Polk County, Georgia, hereinafter referred to as Lessee;

W I T N E S S E T H:

Wherever the term "Lessor" is used herein, it shall be held to include all lessors named above, if more than one be named; and wherever the words "Lessor" and Lessee" are used, they are intended to mean and do include the heirs, representatives and assigns of such Lessor and Lessee, and either party hereto has the right to transfer and assign this lease, upon condition that such party obtain from opposite party hereto approval in writing of such transfer or assignment. Except that Lessee may transfer this lease to a corporation now being formed by lessees, without written approval of lessor.

For and in consideration of the sum of ONE ($1.00) DOLLAR, paid Lessor by Lessee, the receipt of which is hereby acknowledged, and the mutual benefits which will flow to all parties hereto by the fulfillment of this lease, it is hereby mutually agreed:

(1) Lessor warrants that he has an indefeasible estate in fee simple in and to the land hereinafter described, and that he has the right to grant, give and lease unto Lessee the right to mine and remove said minerals from said property.

All that certain property lying and being in the County of Cherokee and State of Alabama, which is described as follows:

> 160 acres of Section 1, Township 12, Range 11, E
> East of Cherokee County, Alabama, being the
> Southeast one-fourth of Section 1, Township 12,
> Range 11, East of said County,

said property being hereinafter referred to as the leased premises.

(2) Lessor, for a period of five (5) years after this date, unless sooner terminated in some of the ways hereinafter provided, hereby leases the above described property to Lessee and grants to Lessee the right to test in any way deemed best, explore for, dig, mine, remove, wash and remove, from said property any or all of the minerals known as iron or iron bearing material on, in or under said leased premises, and the right of ingress and egress to and from and across said property in every direction, and the right to erect a washer and/or washers, pipe line, waterways, aqueducts, dirt roads, tram roads, railroads, aerial trams, electric lines, mud dams and mud ponds, and all mining equipment necessary, usual or convenient for properly mining said leased premises and for washing, blasting and removing said ores, including the right to erect houses deemed expedient for the proper carrying on of Lessee's mining operation. For this purpose, Lessee is granted the right to remove any of said ore-bearing material from said leased premises for the purpose of washing the same upon other premises, if found more convenient so to do by Lessee. Lessee shall not be liable for any injury to the surface of the leased ground, resulting from Lessee's mining operations.

Lessor further grants to Lessee the right to locate a pond or lake for the storage of water to be used in connection with the mining operations, and/or mud dams and mud ponds to be used in connection with the mining operations on any property now belonging to Lessor, which may be more convenient in the opinion of Lessee for the above purposes.

(3) Lessee shall have the right to renew this lease at the expiration of the first five (5) year period, upon the same terms and conditions as herein stated by giving Lessor sixty (60) days notice in writing prior to the termination of the first five (5) years, of their intention to renew said lease.

(4) Lessor acknowledges receipt of the sum of ONE HUNDRED ($100.00) DOLLARS minimum royalty for the month of January 1950. Lessee shall pay to the Lessor the sum of ONE HUNDRED ($100.00) DOLLARS per month, beginning February 1, 1950, as minimum royalty or rental charge, for the right to mine, and shall pay said sum of ONE HUNDRED ($100.00) DOLLARS per month on the first day of each month thereafter as monthly minimum royalty or rental charge for the succeeding months. Actual royalties, as hereinafter determined, paid under this lease for ore actually mined and shipped may be applied to absorb and/or excuse Lessee from paying any monthly minimum royalty or rental charges thereafter accrueing; and, likewise, aggregate minimum royalty or rental charges paid by Lessee may be applied to absorb actual royalty accruing from ore actually mined and shipped thereafter.

(5) Lessee agrees to pay Lessor a royalty of twenty-five cents (25¢) per ton of twenty-two hundred forty (2240) pounds, net dry tons for all iron ore mined, removed and sold from the leased premises; but it is understood and agreed that iron or iron-bearing material which may be removed and washed or prepared fro market on premises other than the leased premises shall pay royalty on the same basis on the tonnage of the prepared or finished product only.

(6) Lessee is also given the right to mine, upon the same terms and conditions, in addition to iron ore or iron-bearing minerals, manganese and manganiferious iron ore. In the event Lessee mines such manganese ore, the same is shipped as such and the same is accepted by the furnace as such, then Lessee shall pay as royalty on said manganese ore the sum of ten(10%) percent on the net price thereof received at the furnace, less freight.

(7) Lessee agrees to pay Lessor, on the twentieth (20th) day of each month, for all iron ore mined, shipped and sold from the leased property during the preceding calendar month. All settlements to be made on the basis of furnace weights found at point of destination.

(8) Lessee agrees to furnish Lessor an itemized statement of the amount of ores so mined and removed during each month of the existence of this lease, and upon demand of Lessor, to furnish Lessor with a copy of railroad bills of lading of the ores so mined and shipped during such month for which such demand may be made.

(9) Lessee is granted the right, upon termination or cancellation of this lease, to remove within ninety (90) days after the expiration or cancellation of the same, all machinery, equipment, piping, electric transmission lines, and trams or railroads and houses and improvements of every kind placed by Lessee on the leased premises, provided all amounts due Lessor have been fully paid.

(10) Should any royalties or minimum forfeitures be due and unpaid, then if Lessor gives Lessee personal written notice, or written notice by registered mail, to his last known address, that same amount is due, then if Lessee does not pay the same or pay the amount actually due for the month or months specified, within thirty (30) days after receiving said notice from Lessor, then Lessor has the right to declare this lease null and void. However, this option cannot be exercised after acceptance by Lessor of the royalties due on minimum forfeitures due, for the month or months in which the royalty was not paid in exact compliance with the terms of this lease.

(11) Lessee has the right to cancel this lease at any time during the life of the same upon giving written personal notice to Lessor or written notice by registered mail to Lessor of such intention, addressed to Lessor at Esom Hill, Georgia, Route #1, at least thrity (30) days before the date on which the lease is sought to be cancelled, provided all amounts due Lessor by reason of royalties or minimum forfeitures hereunder are paid in full.

(12) Lessee is granted the right to use such timber on the leased premises as may be convenient for mining purposes in the mines or out of same, free of charge, and to use for fuel the laps of all trees cut down for mining purposes, free of charge.

(13) Any amount due Lessor by Lessee hereunder may be paid by check, signed by Lessee, on any bank in the United States, where Lessee has the amount of money represented by same.

(14) Lessor shall, in accordance with law, return for taxes all interests owned by him in the land hereinabove described, and shall pay all taxes or charges in the nature of taxes in connection therewith, except any so-called tonnage, severance or depletion tax that might become payable to the State of Alabama or the County of Cherokee, which said tax shall be paid by Lessee.

IN WITNESS WHEREOF, the parties hereto have hereunto set their hands and affixed their seals, in duplicate, each of which may be considered as an original in any court of law, the day and year first above written.

_____ L.S.

_____ L.S.
Lessor

GA. ALA. ORE CO. L.S.

By: _____
President

Attest: _____
Secretary-Treasurer

Signed, sealed and delivered
in the presence of:

_____

_____
Notary Public, Polk County, Ga.

STATE OF GEORGIA,

COUNTY OF POLK.

said I, MRS. HELEN O'LEARY COLEMAN, Notary Public in and for the/County, hereby certify that J. T. Smith and his wife, Mrs. Kate Smith, whose names are signed to the foregoing lease, and who are known to me, acknowledged before me on this day that, being informed of the contents of this lease, they executed the same voluntarily on the day and year the same bears date.

Given under my hand and seal, this 26th day of January, 1950.

Notary Public, Polk County,
Georgia

STATE OF GEORGIA,

COUNTY OF POLK.

I, MRS. HELEN O'LEARY COLEMAN, Notary Public in and for said County in said State, hereby certify that I have examined Mrs, Kate Smith separately and apart from her husband, J. T. Smith, and that she has acknowledged to me that she signed the within and foregoing lease as the wife of said J. T. Smith, that she is the wife of the said J. T. Smith, and that she signed the same freely and voluntarily and without any coercion or persuasion on the part of her said husband.

Given under my hand and seal, this 26th day of January, 1950.

Notary Public, Polk County,
Georgia

STATE OF ALABAMA)

CHEROKEE COUNTY)

TRANSFER AND ASSIGNMENT OF LEASES

KNOW ALL MEN BY THESE PRESENTS, THAT WHEREAS, the undersigned GA. ALA. ORE COMPANY has contemporaneously herewith sold to M. & J. ORE COMPANY, a corporation, with offices in Jefferson County, Birmingham, Alabama, reserving title in Seller until the purchase price is paid, certain mining machinery and equipment on the premises covered by the leases hereinafter described; and,

WHEREAS, said buyer is desirous of conducting the mining operations on said premises as contemplated by said leases; and of becoming entitled to all the rights, title and interest of the lessee in each of said leases, respectively, and assuming all the obligations thereby imposed on each such lessee, respectively;

NOW, THEREFORE, IN CONSIDERATION OF the premises, and of the assumption by M. & J. ORE COMPANY of all obligations imposed upon or assumed by the Lessee in each of the hereinafter described leases, and of the other covenants and agreements of the said M. & J. ORE COMPANY, a corporation, all of its right, title and interest in and to the following described mining leases and in and to the lands, minerals and mining rights therein described or thereby covered, viz:

1. Lease dated January 26, 1950, by and between J. T. Smith and wife, Mrs. Kate Smith, as Lessor, and GA. ALA. ORE COMPANY as Lessee, covering southeast Quarter of Section 1, Township 12, Range 11 East, Cherokee County, Alabama.

2. Lease from W. T. Price and Lamont Rowlands and wives, as Lessor, and T. J. Woodward, as Lessee; of which lease GA. ALA. ORE COMPANY is assignee; covering Media Plant Site, between Tecumseh Road and right of way of Southern Railway Company in Sections 11 and 12, Twp. 12, Range 11 East, Cherokee County, Alabama.

The said M.& J. ORE COMPANY, does, for itself and its successors and assigns, as a part of the consideration for the transfer and assignment of said leases; covenant and agree with the said GA. ALA. ORE COMPANY, its successors and assigns, that

it shall faithfully perform all obligations, covemants, promises and agreements imposed upon the Lessee, in each of said leases, respectively; and shall, at all times hereafter, indemnify and hold harmless the said GA. ALA. ORE COMPANY from any and all liability, of any kind or character, arising hereafter under or, by the terms of any of said leases, or as a result of any mining operations conducted on the premises covered by said lease; including any liability for personal injury or property damage to any person, firm or corporation, arising from the condition of said premises, or from anything located on said premises, or from any mining operations or other work conducted thereon after the effective date of this agreement.

The said GA. ALA. ORE COMPANY, does, for itself or its successors and assigns covemant and agree with the said M. & J. ORE COMPANY, its successors and assigns, that it will indemnify and hold harmless the said M. & J. ORE COMPANY from any and all liability, of any kind or character arising under or, by the terms of any of said leases, or as a result of any mining operations conducted on the premises covered by said lease; including any liability of personal injury, or property damage to any firm or corporation, arising from the condition of said premises or from anything located on said premises, or from any mining operation of any other work conducted thereon prior to the effective date of this agreement.

The said M. & J. ORE COMPANY does, for itself and its successors and assigns, further covenant with the said GA. ALA. ORE COMPANY, its successors and assigns, that, in the event of default in payment of the purchase price of any machinery or equipment purchased by it as aforesaid, or of any installment or interest thereon; it will, upon demand by said GA. ALA. ORE COMPANY its successor or assigns, promptly surrender to said GA. ALA. ORE COMPANY, possession of the premises covered by said leases aforesaid and all of its right, title, interest and claim in or under said leases and premises covered thereby shall thereby cease and terminate; provided, however, that nothing herein contained shall

be construed to release said M. & J. ORE COMPANY from its binding obligation to pay for machinery and equipment purchased by it under conditional Sale Agreement bearing same date of this agreement, and its obligation to perform all duties imposed upon lessees as aforesaid, including the duty to indemnify and hold harmless said GA. ALA. ORE COMPANY to the date of actual taking of possession of said premises by said GA. ALA. ORE COMPANY hereunder; nor is it intended hereby to require said GA. ALA. ORE COMPANY to so retake possession of said premises but rather that it may, at its option and sole discretion, so require the surrender of said rights and premises.

The undersigned M. &. J. ORE COMPANY does, by executing this instrument, expressly assent and agree to all obligations, agreements, covenants and promises on its part herein contained.

IN WITNESS WHEREOF, GA. ALA. ORE COMPANY, a corporation, and M. & J. ORE COMPANY, a corporation, have each, respectively, caused these presents to be executed for them and in their names and behalf, by their reppective presidents, each of whom is thereunto duly authorized this 18th day of August, 1951.

GA. ALA. ORE COMPANY

By_____
Its President

M. & J. ORE COMPANY

By_____
Its President

The undersigned Lessor, J. T. Smith, does hereby approve and assent to foregoing transfer and assignment of lease.

_____
Lessor

_____
Lessor

STANDARD TESTING LABORATORY

20½ WEST ELEVENTH STREET, ROOMS 10-11 — POST OFFICE BOX 222

ANNISTON, ALABAMA

10-13-51

McCullough Industries, Inc.,
Birmingham, Alabama

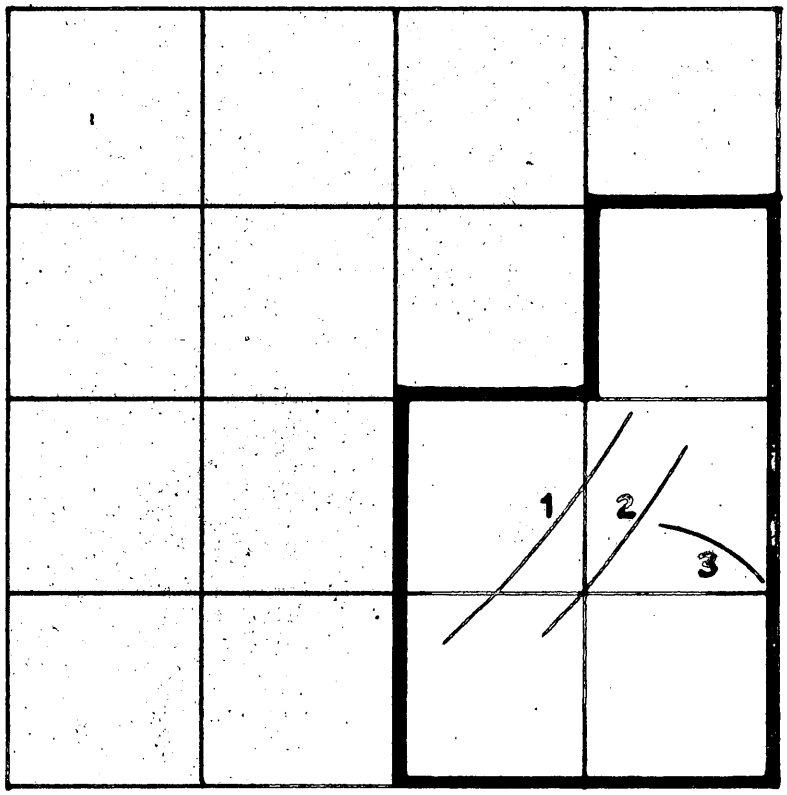
ATTN: Mr. Worrell

SAMPLE	DATE RECEIVED	SILICON	IRON	MANGANESE	CARBON	TENSILE	TRANSVERSE	DEFLECTION
# 1	10/12/51	-	32.55	.52		Brown Ore		
# 2	"	-	35.07	.42		"	"	
# C	"	-	14.28	7.50		High Mn. Iron dirt		
# 4	"	-	35.28	.14		Brown Ore		
# -A-	"	-	14.49	19.70		Manganiferous Ore		
# -B-	"	-	19.95	18.10		"	"	

REMARKS:

Mr. Patterson- The chemist that ran the analysis on these samples feels that samples A-B-C can be up graded by some cleaning method and that they will run around 35% Manganese.

F. E. BARNARD
Chemist



N

SECTION-1
TOWNSHIP-12
RANGE - 11

The FIVE 40'S SHOWN UNSHADED ARE THOSE UNDER LEASE FROM J.T.SMITH.....

1-2-3 SHOW WHERE MANGANESE ORE IS EITHER SHOWING OR WHERE IT HAS BEEN REMOVED AND SHIPPED BY J.T.SMITH.

This LAND HAS NOT BEEN TESTED FOR MANGANESE - SO WE CAN GIVE NO CROSS SECTION - ETC. OF MINE WORKINGS.

Form MF-100
(Nov. 1950)

DEFENSE MINERALS ADMINISTRATION
WASHINGTON, D. C.

SEP 20 10 37 AM '51

U. S. DEPARTMENT OF THE INTERIOR
DEFENSE MINERALS ADMINISTRATION

Form approved.
Budget Bureau No. 42-R1026.

GENERAL TECHNICAL DATA
FOR USE UNDER THE
DEFENSE PRODUCTION ACT OF 1950

NOT TO BE FILLED IN BY APPLICANT

Docket No. dma 2195

Date received

M. & J. Ore Company
P. O. Box 630
Birmingham, Alabama

Name and address of applicant

Date September 24, 1951

INSTRUCTIONS

This form is to be filed with Defense Minerals Administration, Department of the Interior, Washington 25, D. C. It should be accompanied by appropriate application form when a specific type of Government assistance is requested, in the form of (1) loan, (2) purchase contract, (3) Government guarantee of a private loan, (4) priorities or allocation of mining equipment, and maintenance, repair and operating supplies, and (5) other forms of Government assistance that might arise under the Act. Submit four (4) signed copies of the form and accompanying papers. Name and address should be stamped or typed on each sheet of this form and all accompanying papers. *When a question is inapplicable it should be so stated on the form.* Additional sheets may be attached in answering any questions or in supplying additional information. (IF YOU CANNOT ANSWER A QUESTION, SO STATE.) If a question is answered elsewhere indicate where answered. It is not necessary to answer it again.

GENERAL TECHNICAL DATA

Supply the following information on separate sheets, arranged, numbered, and lettered as indicated:

1. Materials produced:
   (*a*) What are the chief mine, mill, or smelter products?
   (*b*) What are the byproducts, if any?
2. Name(s) and type(s) of mine(s), mill(s), smelter(s), refinery(ies), pit(s), quarry (ies), drilling operation(s). Include old names of property, if any. Show extent of workings, including the following:
   (*a*) Linear feet of shafts.
   (*b*) Linear feet of drifts and crosscuts.
   (*c*) Linear feet of tunnels or adits.
   (*d*) Linear feet of other mine openings (explain briefly).

   Indicate whether mine is flooded or not. Describe any pumping problems. Give size or productive capacity.
3. For each operation listed above supply the following:
   (*a*) Distance and direction from nearest town and shipping point.
   (*b*) Mining district.
   (*c*) Township, Section, Range.
   (*d*) County, State.
4. (*a*) State whether or not property is now in operation, and if in operation, by whom operated.
   (*b*) Are you operating this property as:
   - ☐ Owner.
   - ☐ Lessee.
   - ☐ Contractor.
5. Number of years in production _____

   If not in production or operation, estimated date when production will begin _____
6. Experience of operators:
   Describe the mining and general business experience of (*a*) the applicant, and (*b*) the person or persons who manage the project.
7. History:
   (*a*) Give a statement, as complete as possible, of previous exploration, development, operation, and production of property, with reasons for suspension of operation.
   (*b*) State briefly the known history and production of adjoining and neighboring properties.
   (*c*) Furnish any available (private) reports that may apply to this application, including results of mine examinations, recommended exploration and development, and metallurgical investigations.

8. Names and addresses of Officers, Directors, or Partners, and in addition thereto, the five largest stockholders if applicant is a corporation.

Name and Address (a)	Official Title (If officer is also director indicate by "D") (b)	Total of Annual Salary, Commissions, Bonuses, Etc., Received From Applicant and Affiliates During Last Fiscal Year (c)	Estimated Net Worth Outside of Interest in Applicant (d)	Number of Shares Held in Applicant Corporation: Common (e)	Number of Shares Held in Applicant Corporation: Preferred (f)	Life Insurance Carried for Benefit of Applicant: Amount (g)	Life Insurance Carried for Benefit of Applicant: Net Cash Surrender Value After Loans (h)
G. C. McCullough P. O. Box630, Birmingham	Pres. (D)	none	150,000.	5	-	none	
N. E. Jones Rome, Georgia	V-Pres. (D)	none	nominal	3		none	
N. L. Patterson P. O. Box 630, Birmingham	Sec-Treas.(D)	none	nominal	2		none	
	Total		x x x x x	10		x x x x x	x x x x x

If more lines are needed continue on separate sheet.

9. Capital Stock Issues:

For Corporate Applicants

Item	Authorized (a)	Outstanding (b)	Par Value (c)	Number of Shares Outstanding (d)	Dividend Rate Last Paid* (e)
Common stock	$ 4,000.00	$ 1,000.00	$ 100.00	10	none
Preferred stock	$ none	$ none	$		

*Indicate period covered.

10. Production:

Item	Kind of Product (a)	1948 Total (b)	1949 Total (c)	1950 Total (d)	Present Average Monthly (e)
1. Quantity of product mined or quarried (Short, long, metric tons; barrels; pounds; etc.)	Brown Iron Ore				Estimated 10,000 tons
2. Quantity of product processed (specify unit of measure and type of process)					
3. Quantity and grade of product sold or shipped (specify units of measure)					

11. Do you contemplate a change in the present average monthly rate of production? If so, state estimated maximum monthly production and basis of change. Plant capacity of 300 to 400 tons daily anticipated.

12. Ore or Mineral Reserves:

(a) Describe the ore or mineral deposit briefly. Accompany the application by any available report on the geology and ore reserves. Not known.

1. (a) Brown Iron Ore
   (b) none

2. J. T. Smith Ore Lands, Cherokee County, Alabama
   Heavy Media Processing Plant, Bluffton, Cherokee County, Alabama

   (a) none
   (b) none
   (c) none Open pit strip mining
   (d) none Dry operation

3. (a) Approximately 10 miles east of Cedartown, Georgia.
   Nearest shipping point, Bluffton, Alabama
   (b) Rock Run district
   (c) Section 1, Township 12, Range 11, East
   (d) Cherokee County, Alabama

4. (a) Property now being operated by M. & J. Ore Company
   (b) Operating as owner of equipment and lessee of property

5. M. & J. Ore Company just commenced. Property has been mined for a number of years, exact number not known. Formerly operated by Ga. Ala. Ore Company.

6. Principal owner has had more than 35 years experience in stripping, crushing, processing both metallic and non-metallic minerals.

7. (a) This property is in the Cedartown, Cartersville, Piedmont area which has been worked since before the Civil War.
   (b) Same
   (c) Same

M.& J. ORE COMPANY

LIST OF EQUIPMENT OWNED OR CONTROLLED

1 - WKE (HMS) Mobil Mill, 7' dia. Cone Heavy Media Separation Plant, as per Wester-Knapp Engineering Co. , division of Western Machinery Co., general arrangement drawing number WKE-119-2 A; together with all belts, conveyors, generator, (2) Mack Diesel Motors, Tunnels, Tyler Niagara Screen (Vibrating Shaker) Ser. No. 8076; together with all parts and accessories for the said media separation plant.

1 - Two Long Washer Plant, with belts, conveyors, grizzley, Symons Cone Crusher, Ser. No. 3181

1 - RBSL 24 x 36 Jaw Crusher, Ser. No. 116-X14

1 - D-13000 Caterpillar Diesel Engine, Motor No. 4S-2753

1 - Gardner-Denver Air Compressor, Motor No. 115168

2500 feet of 3" pipe, together with water pump and D318X Caterpillar Diesel Engine, Motor No. 5V8133.

3 - 5-yard Dump Trucks

1 - LeTourneau Rooter Plow

1 - Lorain #40 Shovel

1 - Air Compressor

1 - Lot Misc. tools

All equipment in fair shape.

(*b*) If deposit is other than placer:

(1) Submit assay plans and/or sections showing location and size of proved (measured) and probable (indicated) ore or mineral reserve.

(2) State the tonnage (indicate type of ton) and grade of each class of ore reserve, as above, and show how computed. Tabulated total ore reserve as follows:

TOTAL ORE OR MINERAL RESERVES

Ore or Mineral Reserve	Estimated Tons (a)	Metal or Mineral Content Per Ton (Grade) (b)	Gross Value Per Ton (c)	Recoverable Unit Value Per Ton (d)	Estimated Cost of Production Per Ton (e)
Measured (proved)					
Indicated (probable)			Not known		

(*c*) If placer:

(1) Give estimated total yardage and average marketable mineral content of each deposit.

(2) Submit map showing location of placer deposit and surrounding area, with all test holes or pits. Submit logs of each hole and test pit with depth and average value of each.

(3) Describe gravel, stating whether fine, medium or coarse; loose, tight, cemented, or frozen, and whether it contains stumps or boulders more than 1 foot in diameter; if so, how large, and in what proportion.

(4) Describe bedrock, giving type (granite, sandstone, shale, etc.) and state whether it is hard or soft, smooth, even or rough.

(5) Describe overburden, stating whether loose, tight, or cemented; fine or coarse textured; furnish estimate of average thickness and total amount.

(6) Tabulate the reserves using the form outlined above for ore or mineral reserves.

13. Access Roads:

Give road distances to shipping, supply and residence points, stating kind and condition of roads.

Pit approximately 1 mile from Bluffton, Ala. Graded roads.

14. Water Supply:

State source and quantity of water available for operations and whether sufficient for all seasons of year.

Pond water. Sufficient for all operations.

15. Power:

State amount of power used, rate per hour, and source thereof.

Georgia Power Co. commercial rates. Consumption not begun.

16. Labor:

State number and classes (miners, muckers, millmen, etc.) of men employed during a recent representative payroll period.

Average 15 employees. Shovel operators, tractor operators, laborers.

17. Equipment and Facilities:

Detail attached.

Describe present equipment on the property, including buildings. (State condition.) List major pieces of equipment now owned or controlled and in serviceable condition available for this operation.

18. Are there any particular conditions or circumstances affecting your operations that are not described above? If so, explain.

CERTIFICATION

The undersigned company, and the official executing this certification on its behalf, hereby certify that the information contained in this form and accompanying papers is correct and complete to the best of their knowledge and belief.

M. & J. Ore Company
(Name of company)

By N. H. Patterson
(Signature of authorized official)

September 24, 1951
(Date)

Sec-Treas.
(Title)

Title 18, U. S. Code (Crimes), Section 1001, makes it a criminal offense to make a willfully false statement or representation to any department or agency of the United States as to any matter within its jurisdiction.

U. S. GOVERNMENT PRINTING OFFICE 16—63792-1

Form MF-103
(Revised June 1951)

UNITED STATES DEPARTMENT OF THE INTERIOR
DEFENSE MINERALS ADMINISTRATION

Budget Bureau No. 42-R1035.1.

MF-103 Should Be Filed With General Technical Data Form MF-100

APPLICATION FOR AID FOR AN EXPLORATION PROJECT PURSUANT TO MINERAL ORDER 5, UNDER DEFENSE PRODUCTION ACT OF 1950

Not To Be Filled in by Applicant

Docket No. dma 2195
Metal or Mineral
Date Received 10-29-51
Amount $
Participation (Government %)

DEPARTMENT OF THE INTERIOR
Defense Minerals Administration
RECEIVED
OCT 29 1951

H. & J. Ore Company
P. O. Box 630
Birmingham, Alabama

Name and address of applicant

Date 10/27/51

If you have already filed MF-100, give date filed 9/24/51, type of assistance requested priority,

DMA Docket Number (if available)

INSTRUCTIONS

Read Mineral Order 5, Regulations Governing Government Aid in Defense Projects, before completing this application. Submit four copies each, of the signed application form, General Technical Data Form MF-100, and answers to questions as specified, to Defense Minerals Administration, Department of the Interior, Washington 25, D. C., or to the nearest field executive office thereof, with your name and address on each sheet of the application and all accompanying papers. If you have previously filed MF-100, it is not necessary to file it again. However, you should indicate in space provided above the type of assistance previously applied for (loans, procurement contracts, etc.) and DMA Docket Number, if available. *When a question is inapplicable it should be so stated in the form.* Additional sheets should be attached in answering any questions or in supplying additional information. IF YOU CANNOT ANSWER A QUESTION, SO STATE.

See attached sheet for answers

1. (*a*) Give a description of the real property that will be in any way involved in the exploration project, including any existing mine or operating property.

   (*b*) If you are not the owner of the property, submit a copy of the lease, purchase option, or other agreements under which you are authorized to operate the property with each copy of your application.

   (*c*) Give the legal description of the exact parcel, plot, or area upon which the exploration is to be conducted.

   NOTE: (1) If both areas are the same, so state. The only obligation to repay the Government is from the net earnings from any commercial discovery made in the area specified in (*c*) above in which the exploration is to be conducted, and the expenditure of funds which may be charged as costs of the project must be limited to that area or to work necessary to perform the exploration in that area.

   (2) If applicant is not the owner of the property or if there are any liens or encumbrances against the property, copy of agreements of claimants, lienors, encumbrances, and lessors subordinating their interests in the property to the interest of the Government under the Exploration Project Contract will be required for attachment to the Contract.

2. (*a*) What metals or minerals do you expect to find?

   (*b*) Furnish statement of the geologic features of your property, giving type of ore deposit and reasons for expecting to find commercial ore bodies. Illustrate with maps or sketches. If you have a geologic or engineering report, or assay maps showing width and grade, please send them with application, stating whether or not you wish to have them returned.

The information requested in questions 3, 4, 5, 6, 7, 8, and 9 below should be answered specifically and in detail, as this information will be attached to and incorporated as part of the Exploration Project Contract, if such contract is entered into with you by the Government.

ANSWER EACH QUESTION ON SEPARATE SHEETS OF PAPER AND SUBMIT A COPY OF EACH ANSWER FOR EACH COPY OF YOUR APPLICATION.

3. (*a*) Describe fully the proposed work and give the total cost of the project.

   (*b*) State the time required to start the project and to complete it.

4. Submit a map or sketch of the property involved showing a plan (and cross section, if needed) of the present mine workings and the *location of the proposed exploration work* as related to geologic features, such as contacts, veins, ore-bearing beds, etc.

5. Furnish an itemized list of existing facilities, buildings, installations, and fixtures with a statement of the cost of any necessary rehabilitation or repairs to put into useful and operable condition.

6. Furnish a detailed list of additional facilities, buildings, and fixtures to be purchased, installed, or erected by you, with the estimated cost of each item.

7. Furnish a detailed list of operating equipment, separated into items to be—

   (*a*) Rented

   (*b*) Purchased

   (*c*) Furnished by you

   with the rental, purchase price, or depreciation of each item, as the case may be, to be charged as a cost of the project.

8. Furnish an itemized schedule of labor, by numbers and classes (miners, muckers, etc.) and of supervisors by numbers and positions, with the maximum wages or salaries to be paid to each.

9. Furnish a detailed list with estimated cost of each item for materials, supplies, engineering, assaying, accounting, power, water, utilities, and any other items not provided for above.

10. (*a*) How much are you prepared to invest in the proposed project?

    (*b*) Is this amount sufficient to pay your part of the cost of the project, in accordance with the regulations on Government participation (Sec. 9 of MO–5)?

11. State any conditions or circumstances regarding the property not sufficiently brought out by the foregoing questions.

CERTIFICATION

The undersigned company, and the official executing this certification on its behalf, hereby certify that the information contained in this form and accompanying papers is correct and complete to the best of their knowledge and belief.

U. S. Oil Company
(Name of company)

By N. H. Patterson
(Signature of authorized official) Co-Pres.

October 25, 1952
(Date)

Secretary-Treasurer
(Title)

Title 18, U. S. Code (Crimes), Section 1001, makes it a criminal offense to make a willfully false statement or representation to any department or agency of the United States as to any matter within its jurisdiction.

U. S. GOVERNMENT PRINTING OFFICE 16—64067-2

M. A. J. ORE COMPANY
P. O. Box 530
Birmingham, Alabama

Application for Aid for an Exploration
Project Pursuant to Mineral Order 5,
under Defense Production Act of 1950

1. (a) Lease Agreement attached
   (b) Do
   (c) See Form IP-100 filed, U.S. No. 2670.

2. (a) Manganese Ore
   (b) Sketch of property attached. Also analytical report.

3. (a) Sufficient samples of ore have been taken from the properties under lease to indicate existence of deposits of manganese ore in sufficient amount to warrant exploration to determine commercial possibilities. Estimated cost of exploration is $50,000.00.

   (b) Project can be started within ten days of approval and should be completed within ~~three months~~ six months.

4. Sketch of properties attached.

5. None

6. None

7. Equipment to be rented for exploration work as follows:

	Rent per Hr.
1 1-1/4 Yd. Diesel Powered Shovel	$ 1,000.00
1 D-6 Caterpillar Tractor w/dozer	500.00
3 D-8 Road Dump Trucks	1,500.00
Misc. Drilling equipment	500.00

8. 1 Shovel Operator at $2.00 per hr. 1 Tractor Operator at $1.75 per hr. 3 Truck Drivers at $1.75 per hour. 10 laborers at $1.00 per hr.

9. Operating Supplies, fuel, explosives, estimated $2,000.00 per month.

10. (a) $12,500.00
    (b) None.

STATE OF GEORGIA

COUNTY OF POLK

THIS INDENTURE made and entered into this 26th day of January, 1950, by and between J. T. Smith and his wife, Mrs. Kate Smith, both of Cherokee County, Alabama, hereinafter referred to as Lessor, and Ga. Ala. Ore Co., a corporation organized and existing under the laws of the State of Georgia, and having its principal office and place of business in Cedartown, Polk County, Georgia, hereinafter referred to as Lessee;

W I T N E S S E T H:

Wherever the term "Lessor" is used herein, it shall be held to include all lessors named above, if more than one be named; and wherever the words "Lessor" and Lessee" are used, they are intended to mean and do include the heirs, representatives and assigns of such Lessor and Lessee, and either party hereto has the right to transfer and assign this lease, upon condition that such party obtain from opposite party hereto approval in writing of such transfer or assignment. Except that Lessee may transfer this lease to a corporation now being formed by lessees, without written approval of lessor.

For and in consideration of the sum of ONE ($1.00) DOLLAR, paid Lessor by Lessee, the receipt of which is hereby acknowledged, and the mutual benefits which will flow to all parties hereto by the fulfillment of this lease, it is hereby mutually agreed:

(1) Lessor warrants that he has an indefeasible estate in fee simple in and to the land hereinafter described, and that he has the right to grant, give and lease unto Lessee the right to mine and remove said minerals from said property.

All that certain property lying and being in the County of Cherokee and State of Alabama, which is described as follows:

> 160 acres of Section 1, Township 12, Range 11, E East of Cherokee County, Alabama, being the Southeast one-fourth of Section 1, Township 12, Range 11, East of said County,

said property being hereinafter referred to as the leased premises.

(2) Lessor, for a period of five (5) years after this date, unless sooner terminated in some of the ways hereinafter provided, hereby leases the above described property to Lessee and grants to Lessee the right to test in any way deemed best, explore for, dig, mine, remove, wash and remove, from said property any or all of the minerals known as iron or iron bearing material on, in or under said leased premises, and the right of ingress and egress to and from and across said property in every direction, and the right to erect a washer and/or washers, pipe line, waterways, aqueducts, dirt roads, tram roads, railroads, aerial trams, electric lines, mud dams and mud ponds, and all mining equipment necessary, usual or convenient for properly mining said leased premises and for washing, blasting and removing said ores, including the right to erect houses deemed expedient for the proper carrying on of Lessee's mining operation. For this purpose, Lessee is granted the right to remove any of said ore-bearing material from said leased premises for the purpose of washing the same upon other premises, if found more convenient so to do by Lessee. Lessee shall not be liable for any injury to the surface of the leased ground, resulting from Lessee's mining operations.

Lessor further grants to Lessee the right to locate a pond or lake for the storage of water to be used in connection with the mining operations, and/or mud dams and mud ponds to be used in connection with the mining operations on any property now belonging to Lessor, which may be more convenient in the opinion of Lessee for the above purposes.

(3) Lessee shall have the right to renew this lease at the expiration of the first five (5) year period, upon the same terms and conditions as herein stated by giving Lessor sixty (60) days notice in writing prior to the termination of the first five (5) years, of their intention to renew said lease.

(4) Lessor acknowledges receipt of the sum of ONE HUNDRED ($100.00) DOLLARS minimum royalty for the month of January 1950. Lessee shall pay to the Lessor the sum of ONE HUNDRED ($100.00) DOLLARS per month, beginning February 1, 1950, as minimum royalty or rental charge, for the right to mine, and shall pay said sum of ONE HUNDRED ($100.00) DOLLARS per month on the first day of each month thereafter as monthly minimum royalty or rental charge for the succeeding months. Actual royalties, as hereinafter determined, paid under this lease for ore actually mined and shipped may be applied to absorb and/or excuse Lessee from paying any monthly minimum royalty or rental charges thereafter accrueing; and, likewise, aggregate minimum royalty or rental charges paid by Lessee may be applied to absorb actual royalty accruing from ore actually mined and shipped thereafter.

(5) Lessee agrees to pay Lessor a royalty of twenty-five cents (25¢) per ton of twenty-two hundred forty (2240) pounds, net dry tons for all iron ore mined, removed and sold from the leased premises; but it is understood and agreed that iron or iron-bearing material which may be removed and washed or prepared fro market on premises other than the leased premises shall pay royalty on the same basis on the tonnage of the prepared or finished product only.

(6) Lessee is also given the right to mine, upon the same terms and conditions, in addition to iron ore or iron-bearing minerals, manganese and manganiferious iron ore. In the event Lessee mines such manganese ore, the same is shipped as such and the same is accepted by the furnace as such, then Lessee shall pay as royalty on said manganese ore the sum of ten(10%) percent on the net price thereof received at the furnace, less freight.

(7) Lessee agrees to pay Lessor, on the twentieth (20th) day of each month, for all iron ore mined, shipped and sold from the leased property during the preceding calendar month. All settlements to be made on the basis of furnace weights found at point of destination.

(8) Lessee agrees to furnish Lessor an itemized statement of the amount of ores so mined and removed during each month of the existence of this lease, and upon demand of Lessor, to furnish Lessor with a copy of railroad bills of lading of the ores so mined and shipped during such month for which such demand may be made.

(9) Lessee is granted the right, upon termination or cancellation of this lease, to remove within ninety (90) days after the expiration or cancellation of the same, all machinery, equipment, piping, electric transmission lines, and trams or railroads and houses and improvements of every kind placed by Lessee on the leased premises, provided all amounts due Lessor have been fully paid.

(10) Should any royalties or minimum forfeitures be due and unpaid, then if Lessor gives Lessee personal written notice, or written notice by registered mail, to his last known address, that same amount is due, then if Lessee does not pay the same or pay the amount actually due for the month or months specified, within thirty (30) days after receiving said notice from Lessor, then Lessor has the right to declare this lease null and void. However, this option cannot be exercised after acceptance by Lessor of the royalties due on minimum forfeitures due, for the month or months in which the royalty was not paid in exact compliance with the terms of this lease.

(11) Lessee has the right to cancel this lease at any time during the life of the same upon giving written personal notice to Lessor or written notice by registered mail to Lessor of such intention, addressed to Lessor at Esom Hill, Georgia, Route #1, at least thrity (30) days before the date on which the lease is sought to be cancelled, provided all amounts due Lessor by reason of royalties or minimum forfeitures hereunder are paid in full.

(12) Lessee is granted the right to use such timber on the leased premises as may be convenient for mining purposes in the mines or out of same, free of charge, and to use for fuel the laps of all trees cut down for mining purposes, free of charge.

(13) Any amount due Lessor by Lessee hereunder may be paid by check, signed by Lessee, on any bank in the United States, where Lessee has the amount of money represented by same.

(14) Lessor shall, in accordance with law, return for taxes all interests owned by him in the land hereinabove described, and shall pay all taxes or charges in the nature of taxes in connection therewith, except any so-called tonnage, severance or depletion tax that might become payable to the State of Alabama or the County of Cherokee, which said tax shall be paid by Lessee.

IN WITNESS WHEREOF, the parties hereto have hereunto set their hands and affixed their seals, in duplicate, each of which may be considered as an original in any court of law, the day and year first above written.

_____ L.S.

_____ L.S.
Lessor

GA. ALA. ORE CO. L.S.

By: _____
President

Attest: _____
Secretary-Treasurer

Signed, sealed and delivered
in the presence of:

_____

_____
Notary Public, Polk County, Ga.

STATE OF GEORGIA,

COUNTY OF POLK.

I, MRS. HELEN O'LEARY COLEMAN, Notary Public in and for said County, hereby certify that J. T. Smith and his wife, Mrs. Kate Smith, whose names are signed to the foregoing lease, and who are known to me, acknowledged before me on this day that, being informed of the contents of this lease, they executed the same voluntarily on the day and year the same bears date.

Given under my hand and seal, this 26th day of January, 1950.

Notary Public, Polk County, Georgia

STATE OF GEORGIA,

COUNTY OF POLK.

I, MRS. HELEN O'LEARY COLEMAN, Notary Public in and for said County in said State, hereby certify that I have examined Mrs. Kate Smith separately and apart from her husband, J. T. Smith, and that she has acknowledged to me that she signed the within and foregoing lease as the wife of said J. T. Smith, that she is the wife of the said J. T. Smith, and that she signed the same freely and voluntarily and without any coercion or persuasion on the part of her said husband.

Given under my hand and seal, this 26th day of January, 1950.

Notary Public, Polk County, Georgia

STATE OF ALABAMA)

CHEROKEE COUNTY)

TRANSFER AND ASSIGNMENT OF LEASES

KNOW ALL MEN BY THESE PRESENTS, THAT WHEREAS, the undersigned GA. ALA. ORE COMPANY has contemporaneously herewith sold to M. & J. ORE COMPANY, a corporation, with offices in Jefferson County, Birmingham, Alabama, reserving title in Seller until the purchase price is paid, certain mining machinery and equipment on the premises covered by the leases hereinafter described; and,

WHEREAS, said buyer is desirous of conducting the mining operations on said premises as contemplated by said leases; and of becoming entitled to all the rights, title and interest of the lessee in each of said leases, respectively, and assuming all the obligations thereby imposed on each such lessee, respectively;

NOW, THEREFORE, IN CONSIDERATION OF the premises, and of the assumption by M. & J. ORE COMPANY of all obligations imposed upon or assumed by the Lessee in each of the hereinafter described leases, and of the other covenants and agreements of the said M. & J. ORE COMPANY, a corporation, all of its right, title and interest in and to the following described mining leases and in and to the lands, minerals and mining rights therein described or thereby covered, viz:

1. Lease dated January 26, 1950, by and between J. T. Smith and wife, Mrs. Kate Smith, as Lessor, and GA. ALA. ORE COMPANY as Lessee, covering southeast Quarter of Section 1, Township 12, Range 11 East, Cherokee County, Alabama.

2. Lease from W. T. Price and Lamont Rowlands and wives, as Lessor, and T. J. Woodward, as Lessee; of which lease GA. ALA. ORE COMPANY is assignee; covering Media Plant Site, between Tecumseh Road and right of way of Southern Railway Company in Sections 11 and 12, Twp. 12, Range 11 East, Cherokee County, Alabama.

The said M.& J. ORE COMPANY, does, for itself and its successors and assigns, as a part of the consideration for the transfer and assignment of said leases; covenant and agree with the said GA. ALA. ORE COMPANY, its successors and assigns, that

it shall faithfully perform all obligations, covemants, premises and agreements imposed upon the Lessee, in each of said leases, respectively; and shall, at all times hereafter, indemnify and hold harmless the said GA. ALA. ORE COMPANY from any and all liability, of any kind or character, arising hereafter under or, by the terms of any of said leases, or as a result of any mining operations conducted on the premises covered by said lease; including any liability for personal injury or property damage to any person, firm or corporation, arising from the condition of said premises, or from anything located on said premises, or from any mining operations or other work conducted thereon after the effective date of this agreement.

The said GA. ALA. ORE COMPANY, does, for itself or its successors and assigns covemant and agree with the said M. & J. ORE COMPANY, its successors and assigns, that it will indemnify and hold harmless the said M. & J. ORE COMPANY from any and all liability, of any kind or character arising under or, by the terms of any of said leases, or as a result of any mining operations conducted on the premises covered by said lease; including any liability of personal injury, or property damage to any firm or corporation, arising from the condition of said premises or from anything located on said premises, or from any mining operation of any other work conducted thereon prior to the effective date of this agreement.

The said M. & J. ORE COMPANY does, for itself and its successors and assigns, further covenant with the said GA. ALA. ORE COMPANY, its successors and assigns, that, in the event of default in payment of the purchase price of any machinery or equipment purchased by it as aforesaid, or of any installment or interest thereon; it will, upon demand by said GA. ALA. ORE COMPANY its successor or assigns, promptly surrender to said GA. ALA. ORE COMPANY, possession of the premises covered by said leases aforesaid and all of its right, title, interest and claim in or under said leases and premises covered thereby shall thereby cease and terminate; provided, however, that nothing herein contained shall

be construed to release said M. & J. ORE COMPANY from its binding obligation to pay for machinery and equipment purchased by it under conditional Sale Agreement bearing same date of this agreement, and its obligation to perform all duties imposed upon lessees as aforesaid, including the duty to indemnify and hold harmless said GA. ALA. ORE COMPANY to the date of actual taking of possession of said premises by said GA. ALA. ORE COMPANY hereunder; nor is it intended hereby to require said GA. ALA. ORE COMPANY to so retake possession of said premises but rather that it may, at its option and sole discretion, so require the surrender of said rights and premises.

The undersigned M. &. J. ORE COMPANY does, by executing this instrument, expressly assent and agree to all obligations, agreements, covenants and promises on its part herein contained.

IN WITNESS WHEREOF, GAL ALA. ORE COMPANY, a corporation, and M. & J. ORE COMPANY, a corporation, have each, respectively, caused these presents to be executed for them and in their names and behalf, by their reppective presidents, each of whom is thereunto duly authorized this 18th day of August, 1951.

GAL.ALA. ORE COMPANY

By_____
Its President

M. & J. ORE COMPANY

By_____
Its President

The undersigned Lessor, J. T. Smith, does hereby approve and assent to foregoing transfer and assignment of lease.

_____
Lessor

_____
Lessor

STANDARD TESTING LABORATORY

20½ WEST ELEVENTH STREET, ROOMS 10-11 -- POST OFFICE BOX 222

ANNISTON, ALABAMA

10-13-51

McCullough Industries, Inc.,
Birmingham, Alabama

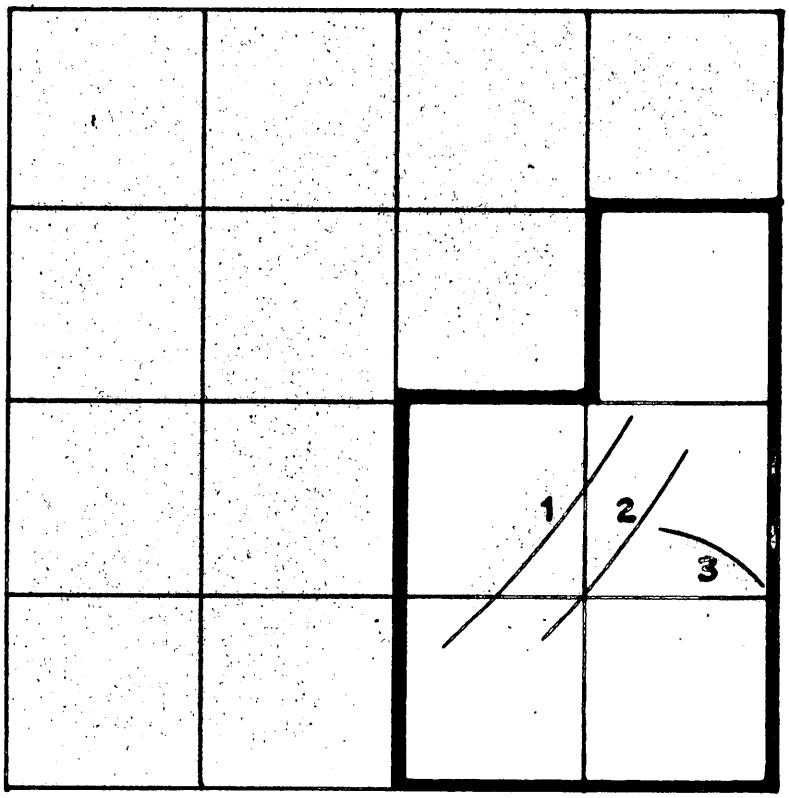
ATTN: Mr. Worrell

SAMPLE	DATE RECEIVED	SILICON	IRON	MANGANESE	CARBON	TENSILE	TRANSVERSE	DEFLECTION
# 1	10/12/51	-	32.55	.52		Brown Ore		
# 2	"	-	35.07	.42		"	"	
# C	"	-	14.28	7.50		High Mn. Iron dirt		
# 4	"	-	35.28	.14		Brown Ore		
# -A-	"	-	14.49	19.70		Manganiferous Ore		
# -B-	"	-	19.95	18.10		"	"	

REMARKS:

Mr. Patterson- The chemist that ran the analysis on these samples feels that samples A-B-C can be up graded by some cleaning method and that they will run around 35% Manganese.

F. E. BAHNARD
Chemist



N

SECTION-1
TOWNSHIP-12
RANGE - 11

The FIVE 40'S SHOWN UNSHADED ARE THOSE UNDER LEASE FROM J.T.SMITH.....

1-2-3 SHOW WHERE MANGANESE ORE IS EITHER SHOWING OR WHERE IT HAS BEEN REMOVED AND SHIPPED BY J.T.SMITH.

This LAND HAS NOT BEEN TESTED FOR MANGANESE - SO WE CAN GIVE NO CROSS SECTION - ETC. OF MINE WORKINGS.

Form MF-103
(Revised June 1951)

UNITED STATES DEPARTMENT OF THE INTERIOR
DEFENSE MINERALS ADMINISTRATION

Budget Bureau No. 42-R1035.1.

MF-103 Should Be Filed With General Technical Data Form MF-100

DEPARTMENT OF THE INTERIOR
Defense Minerals Administration
RECEIVED
OCT 2 2 1951

APPLICATION FOR AID FOR AN EXPLORATION PROJECT PURSUANT TO MINERAL ORDER 5, UNDER DEFENSE PRODUCTION ACT OF 1950

Not To Be Filled in by Applicant

Docket No. dma 2195
Metal or Mineral
Date Received 10-29-51
Amount $
Participation (Government %)

Name and address of applicant

B. & J. Ore Company
P. O. Box 655
Birmingham, Alabama

Date 10/22/51

If you have already filed MF-100, give date filed 9/24/51, type of assistance requested Priority,

DMA Docket Number (if available)

INSTRUCTIONS

Read Mineral Order 5, Regulations Governing Government Aid in Defense Projects, before completing this application. Submit four copies each, of the signed application form, General Technical Data Form MF-100, and answers to questions as specified, to Defense Minerals Administration, Department of the Interior, Washington 25, D. C., or to the nearest field executive office thereof, with your name and address on each sheet of the application and all accompanying papers. If you have previously filed MF-100, it is not necessary to file it again. However, you should indicate in space provided above the type of assistance previously applied for (loans, procurement contracts, etc.) and DMA Docket Number, if available. *When a question is inapplicable it should be so stated in the form.* Additional sheets should be attached in answering any questions or in supplying additional information. IF YOU CANNOT ANSWER A QUESTION, SO STATE.

See attached sheet for answers

1. (*a*) Give a description of the real property that will be in any way involved in the exploration project, including any existing mine or operating property.

   (*b*) If you are not the owner of the property, submit a copy of the lease, purchase option, or other agreements under which you are authorized to operate the property with each copy of your application.

   (*c*) Give the legal description of the exact parcel, plot, or area upon which the exploration is to be conducted.

   NOTE: (1) If both areas are the same, so state. The only obligation to repay the Government is from the net earnings from any commercial discovery made in the area specified in (*c*) above in which the exploration is to be conducted, and the expenditure of funds which may be charged as costs of the project must be limited to that area or to work necessary to perform the exploration in that area.

   (2) If applicant is not the owner of the property or if there are any liens or encumbrances against the property, copy of agreements of claimants, lienors, encumbrances, and lessors subordinating their interests in the property to the interest of the Government under the Exploration Project Contract will be required for attachment to the Contract.

2. (*a*) What metals or minerals do you expect to find?

   (*b*) Furnish statement of the geologic features of your property, giving type of ore deposit and reasons for expecting to find commercial ore bodies. Illustrate with maps or sketches. If you have a geologic or engineering report, or assay maps showing width and grade, please send them with application, stating whether or not you wish to have them returned.

The information requested in questions 3, 4, 5, 6, 7, 8, and 9 below should be answered specifically and in detail, as this information will be attached to and incorporated as part of the Exploration Project Contract, if such contract is entered into with you by the Government.

ANSWER EACH QUESTION ON SEPARATE SHEETS OF PAPER AND SUBMIT A COPY OF EACH ANSWER FOR EACH COPY OF YOUR APPLICATION.

3. (*a*) Describe fully the proposed work and give the total cost of the project.

   (*b*) State the time required to start the project and to complete it.

4. Submit a map or sketch of the property involved showing a plan (and cross section, if needed) of the present mine workings and the *location of the proposed exploration work* as related to geologic features, such as contacts, veins, ore-bearing beds, etc.

5. Furnish an itemized list of existing facilities, buildings, installations, and fixtures with a statement of the cost of any necessary rehabilitation or repairs to put into useful and operable condition.

6. Furnish a detailed list of additional facilities, buildings, and fixtures to be purchased, installed, or erected by you, with the estimated cost of each item.

7. Furnish a detailed list of operating equipment, separated into items to be—

   (*a*) Rented

   (*b*) Purchased

   (*c*) Furnished by you

   with the rental, purchase price, or depreciation of each item, as the case may be, to be charged as a cost of the project.

8. Furnish an itemized schedule of labor, by numbers and classes (miners, muckers, etc.) and of supervisors by numbers and positions, with the maximum wages or salaries to be paid to each.

9. Furnish a detailed list with estimated cost of each item for materials, supplies, engineering, assaying, accounting, power, water, utilities, and any other items not provided for above.

10. (*a*) How much are you prepared to invest in the proposed project?

    (*b*) Is this amount sufficient to pay your part of the cost of the project, in accordance with the regulations on Government participation (Sec. 9 of MO–5)?

11. State any conditions or circumstances regarding the property not sufficiently brought out by the foregoing questions.

CERTIFICATION

The undersigned company, and the official executing this certification on its behalf, hereby certify that the information contained in this form and accompanying papers is correct and complete to the best of their knowledge and belief.

M.& J. Ore Company
(Name of company)

By N. H. Patterson Sec-Treas.
(Signature of authorized official)

October 25, 1951
(Date)

Secretary-Treasurer
(Title)

Title 18, U. S. Code (Crimes), Section 1001, makes it a criminal offense to make a willfully false statement or representation to any department or agency of the United States as to any matter within its jurisdiction.

U. S. GOVERNMENT PRINTING OFFICE 16—64067-2

U.S. Bureau of Mines
P. O. Box 650
Birmingham, Alabama

Application for Aid for an Exploration Project Pursuant to Bureau Order 5, under Defense Production Act of 1950

1. (a) Lease Agreement attached
(b) No
(c) See Form D-150 filed, U.S. Dept. of Int.

2. (a) Response No
(b) Sketch of property attached. Also analytical report.

3. (a) Sufficient samples of ore have been taken from the properties under lease to indicate existence of deposits of manganese ore in sufficient quant to warrant exploration to determine commercial possibilities. Estimated cost of exploration is $50,000.00.

(b) Project can be started within ten days of approval and should be completed within [redacted] six months.

4. Sketch of properties attached.

5. None

6. None

7. Equipment to be rented for exploration work on Bureau's Port site B.

	Port site B.
1 T-1/2 yd. Diesel Powered Shovel	$ 1,000.00
1 D-8 Caterpillar Tractor w/Dozer	900.00
3 D-8 Cat. Dump Trucks	1,500.00
Misc. drilling equipment	500.00

8. 1 Shovel operator at $2.50 per hr. 1 tractor operator at $2.75 per hr. 3 truck drivers at $2.75 per hour. 10 laborers at $2.50 per hr.

9. Operating supplies, fuel, explosives, estimated $2,000.00 per month.

10. (a) $50,000.00
(b) Yes.

STATE OF GEORGIA

COUNTY OF POLK

THIS INDENTURE made and entered into this 26th day of January, 1950, by and between J. T. Smith and his wife, Mrs. Kate Smith, both of Cherokee County, Alabama, hereinafter referred to as Lessor, and Ga. Ala. Ore Co., a corporation organized and existing under the laws of the State of Georgia, and having its principal office and place of business in Cedartown, Polk County, Georgia, hereinafter referred to as Lessee;

W I T N E S S E T H:

Wherever the term "Lessor" is used herein, it shall be held to include all lessors named above, if more than one be named; and wherever the words "Lessor" and Lessee" are used, they are intended to mean and do include the heirs, representatives and assigns of such Lessor and Lessee, and either party hereto has the right to transfer and assign this lease, upon condition that such party obtain from opposite party hereto approval in writing of such transfer or assignment. Except that Lessee may transfer this lease to a corporation now being formed by lessees, without written approval of lessor.

For and in consideration of the sum of ONE ($1.00) DOLLAR, paid Lessor by Lessee, the receipt of which is hereby acknowledged, and the mutual benefits which will flow to all parties hereto by the fulfillment of this lease, it is hereby mutually agreed:

(1) Lessor warrants that he has an indefeasible estate in fee simple in and to the land hereinafter described, and that he has the right to grant, give and lease unto Lessee the right to mine and remove said minerals from said property.

All that certain property lying and being in the County of Cherokee and State of Alabama, which is described as follows:

> 160 acres of Section 1, Township 12, Range 11, East of Cherokee County, Alabama, being the Southeast one-fourth of Section 1, Township 12, Range 11, East of said County,

said property being hereinafter referred to as the leased premises.

(2) Lessor, for a period of five (5) years after this date, unless sooner terminated in some of the ways hereinafter provided, hereby leases the above described property to Lessee and grants to Lessee the right to test in any way deemed best, explore for, dig, mine, remove, wash and remove, from said property any or all of the minerals known as iron or iron bearing material on, in or under said leased premises, and the right of ingress and egress to and from and across said property in every direction, and the right to erect a washer and/or washers, pipe line, waterways, aqueducts, dirt roads, tram roads, railroads, aerial trams, electric lines, mud dams and mud ponds, and all mining equipment necessary, usual or convenient for properly mining said leased premises and for washing, blasting and removing said ores, including the right to erect houses deemed expedient for the proper carrying on of Lessee's mining operation. For this purpose, Lessee is granted the right to remove any of said ore-bearing material from said leased premises for the purpose of washing the same upon other premises, if found more convenient so to do by Lessee. Lessee shall not be liable for any injury to the surface of the leased ground, resulting from Lessee's mining operations.

Lessor further grants to Lessee the right to locate a pond or lake for the storage of water to be used in connection with the mining operations, and/or mud dams and mud ponds to be used in connection with the mining operations on any property now belonging to Lessor, which may be more convenient an the opinion of Lessee for the above purposes.

(3) Lessee shall have the right to renew this lease at the expiration of the first five (5) year period, upon the same terms and conditions as herein stated by giving Lessor sixty (60) days notice in writing prior to the termination of the first five (5) years, of their intention to renew said lease.

(4) Lessor acknowledges receipt of the sum of ONE HUNDRED ($100.00) DOLLARS minimum royalty for the month of January 1950. Lessee shall pay to the Lessor the sum of ONE HUNDRED ($100.00) DOLLARS per month, beginning February 1, 1950, as minimum royalty or rental charge, for the right to mine, and shall pay said sum of ONE HUNDRED ($100.00) DOLLARS per month on the first day of each month thereafter as monthly minimum royalty or rental charge for the succeeding months. Actual royalties, as hereinafter determined, paid under this lease for ore actually mined and shipped may be applied to absorb and/or excuse Lessee from paying any monthly minimum royalty or rental charges thereafter accrueing; and, likewise, aggregate minimum royalty or rental charges paid by Lessee may be applied to absorb actual royalty accruing from ore actually mined and shipped thereafter.

(5) Lessee agrees to pay Lessor a royalty of twenty-five cents (25¢) per ton of twenty-two hundred forty (2240) pounds, net dry tons for all iron ore mined, removed and sold from the leased premises; but it is understood and agreed that iron or iron-bearing material which may be removed and washed or prepared fro market on premises other than the leased premises shall pay royalty on the same basis on the tonnage of the prepared or finished product only.

(6) Lessee is also given the right to mine, upon the same terms and conditions, in addition to iron ore or iron-bearing minerals, manganese and manganiferious iron ore. In the event Lessee mines such manganese ore, the same is shipped as such and the same is accepted by the furnace as such, then Lessee shall pay as royalty on said manganese ore the sum of ten(10%) percent on the net price thereof received at the furnace, less freight.

(7) Lessee agrees to pay Lessor, on the twentieth (20th) day of each month, for all iron ore mined, shipped and sold from the leased property during the preceding calendar month. All settlements to be made on the basis of furnace weights found at point of destination.

(8) Lessee agrees to furnish Lessor an itemized statement of the amount of ores so mined and removed during each month of the existence of this lease, and upon demand of Lessor, to furnish Lessor with a copy of railroad bills of lading of the ores so mined and shipped during such month for which such demand may be made.

(9) Lessee is granted the right, upon termination or cancellation of this lease, to remove within ninety (90) days after the expiration or cancellation of the same, all machinery, equipment, piping, electric transmission lines, and trams or railroads and houses and improvements of every kind placed by Lessee on the leased premises, provided all amounts due Lessor have been fully paid.

(10) Should any royalties or minimum forfeitures be due and unpaid, then if Lessor gives Lessee personal written notice, or written notice by registered mail, to his last known address, that same amount is due, then if Lessee does not pay the same or pay the amount actually due for the month or months specified, within thirty (30) days after receiving said notice from Lessor, then Lessor has the right to declare this lease null and void. However, this option cannot be exercised after acceptance by Lessor of the royalties due on minimum forfeitures due, for the month or months in which the royalty was not paid in exact compliance with the terms of this lease.

(11) Lessee has the right to cancel this lease at any time during the life of the same upon giving written personal notice to Lessor or written notice by registered mail to Lessor of such intention, addressed to Lessor at Esom Hill, Georgia, Route #1, at least thrity (30) days before the date on which the lease is sought to be cancelled, provided all amounts due Lessor by reason of royalties or minimum forfeitures hereunder are paid in full.

(12) Lessee is granted the right to use such timber on the leased premises as may be convenient for mining purposes in the mines or out of same, free of charge, and to use for fuel the laps of all trees cut down for mining purposes, free of charge.

(13) Any amount due Lessor by Lessee hereunder may be paid by check, signed by Lessee, on any bank in the United States, where Lessee has the amount of money represented by same.

(14) Lessor shall, in accordance with law, return for taxes all interests owned by him in the land hereinabove described, and shall pay all taxes or charges in the nature of taxes in connection therewith, except any so-called tonnage, severance or depletion tax that might become payable to the State of Alabama or the County of Cherokee, which said tax shall be paid by Lessee.

IN WITNESS WHEREOF, the parties hereto have hereunto set their hands and affixed their seals, in duplicate, each of which may be considered as an original in any court of law, the day and year first above written.

_____ L.S.

_____ L.S.
Lessor

GA. ALA. ORE CO. L.S.

By: _____
President

Attest: _____
Secretary-Treasurer

Signed, sealed and delivered
in the presence of:

_____

_____
Notary Public, Polk County, Ga.

STATE OF GEORGIA,

COUNTY OF POLK.

I, MRS. HELEN O'LEARY COLEMAN, Notary Public in and for said County, hereby certify that J. T. Smith and his wife, Mrs. Kate Smith, whose names are signed to the foregoing lease, and who are known to me, acknowledged before me on this day that, being informed of the contents of this lease, they executed the same voluntarily on the day and year the same bears date.

Given under my hand and seal, this 26th day of January, 1950.

Notary Public, Polk County, Georgia

STATE OF GEORGIA,

COUNTY OF POLK.

I, MRS. HELEN O'LEARY COLEMAN, Notary Public in and for said County in said State, hereby certify that I have examined Mrs. Kate Smith separately and apart from her husband, J. T. Smith, and that she has acknowledged to me that she signed the within and foregoing lease as the wife of said J. T. Smith, that she is the wife of the said J. T. Smith, and that she signed the same freely and voluntarily and without any coercion or persuasion on the part of her said husband.

Given under my hand and seal, this 26th day of January, 1950.

Notary Public, Polk County, Georgia

STATE OF ALABAMA)

CHEROKEE COUNTY)

TRANSFER AND ASSIGNMENT OF LEASES

KNOW ALL MEN BY THESE PRESENTS, THAT WHEREAS, the undersigned GA. ALA. ORE COMPANY has contemporaneously herewith sold to M. & J. ORE COMPANY, a corporation, with offices in Jefferson County, Birmingham, Alabama, reserving title in Seller until the purchase price is paid, certain mining machinery and equipment on the premises covered by the leases hereinafter described; and,

WHEREAS, said buyer is desirous of conducting the mining operations on said premises as contemplated by said leases; and of becoming entitled to all the rights, title and interest of the lessee in each of said leases, respectively, and assuming all the obligations thereby imposed on each such lessee, respectively;

NOW, THEREFORE, IN CONSIDERATION OF the premises, and of the assumption by M. & J. ORE COMPANY of all obligations imposed upon or assumed by the Lessee in each of the hereinafter described leases, and of the other covenants and agreements of the said M. & J. ORE COMPANY, a corporation, all of its right, title and interest in and to the following described mining leases and in and to the lands, minerals and mining rights therein described or thereby covered, viz:

1. Lease dated January 26, 1950, by and between J. T. Smith and wife, Mrs. Kate Smith, as Lessor, and GA. ALA. ORE COMPANY as Lessee, covering southeast Quarter of Section 1, Township 12, Range 11 East, Cherokee County, Alabama.

2. Lease from W. T. Price and Lamont Rowlands and wives, as Lessor, and T. J. Woodward, as Lessee; of which lease GA. ALA. ORE COMPANY is assignee; covering Media Plant Site, between Tecumseh Road and right of way of Southern Railway Company in Sections 11 and 12, Twp. 12, Range 11 East, Cherokee County, Alabama.

The said M.& J. ORE COMPANY, does, for itself and its successors and assigns, as a part of the consideration for the transfer and assignment of said leases; covenant and agree with the said GA. ALA. ORE COMPANY, its successors and assigns, that

it shall faithfully perform all obligations, covenants, premises and agreements imposed upon the Lessee, in each of said leases, respectively, and shall, at all times hereafter, indemnify and hold harmless the said GA. ALA. ORE COMPANY from any and all liability, of any kind or character, arising hereafter under or, by the terms of any of said leases, or as a result of any mining operations conducted on the premises covered by said lease; including any liability for personal injury or property damage to any person, firm or corporation, arising from the condition of said premises, or from anything located on said premises, or from any mining operations or other work conducted thereon after the effective date of this agreement.

The said GA. ALA. ORE COMPANY, does, for itself or its successors and assigns covenant and agree with the said M. & J. ORE COMPANY, its successors and assigns, that it will indemnify and hold harmless the said M. & J. ORE COMPANY from any and all liability, of any kind or character arising under or, by the terms of any of said leases, or as a result of any mining operations conducted on the premises covered by said lease; including any liability of personal injury, or property damage to any firm or corporation, arising from the condition of said premises or from anything located on said premises, or from any mining operation of any other work conducted thereon prior to the effective date of this agreement.

The said M. & J. ORE COMPANY does, for itself and its successors and assigns, further covenant with the said GA. ALA. ORE COMPANY, its successors and assigns, that, in the event of default in payment of the purchase price of any machinery or equipment purchased by it as aforesaid, or of any installment or interest thereon; it will, upon demand by said GA. ALA. ORE COMPANY its successor or assigns, promptly surrender to said GA. ALA. ORE COMPANY, possession of the premises covered by said leases aforesaid and all of its right, title, interest and claim in or under said leases and premises covered thereby shall thereby cease and terminate; provided, however, that nothing herein contained shall

be construed to release said M. & J. ORE COMPANY from its binding obligation to pay for machinery and equipment purchased by it under conditional Sale Agreement bearing same date of this agreement, and its obligation to perform all duties imposed upon lessees as aforesaid, including the duty to indemnify and hold harmless said GA. ALA. ORE COMPANY to the date of actual taking of possession of said premises by said GA. ALA. ORE COMPANY hereunder; nor is it intended hereby to require said GA. ALA. ORE COMPANY to so retake possession of said premises but rather that it may, at its option and sole discretion, so require the surrender of said rights and premises.

The undersigned M. &. J. ORE COMPANY does, by executing this instrument, expressly assent and agree to all obligations, agreements, covenants and promises on its part herein contained.

IN WITNESS WHEREOF, GAL ALA. ORE COMPANY, a corporation, and M. & J. ORE COMPANY, a corporation, have each, respectively, caused these presents to be executed for them and in their names and behalf, by their respective presidents, each of whom is thereunto duly authorized this 18th day of August, 1951.

GAL.ALA. ORE COMPANY

By_____
Its President

M. & J. ORE COMPANY

By_____
Its president

The undersigned Lessor, J. T. Smith, does hereby approve and assent to foregoing transfer and assignment of lease.

_____
Lessor

_____
Lessor

STANDARD TESTING LABORATORY

209 WEST ELEVENTH STREET, ROOMS 10-11 -- POST OFFICE BOX 222

ANNISTON, ALABAMA

10-13-51

McCullough Industries, Inc.,
Birmingham, Alabama

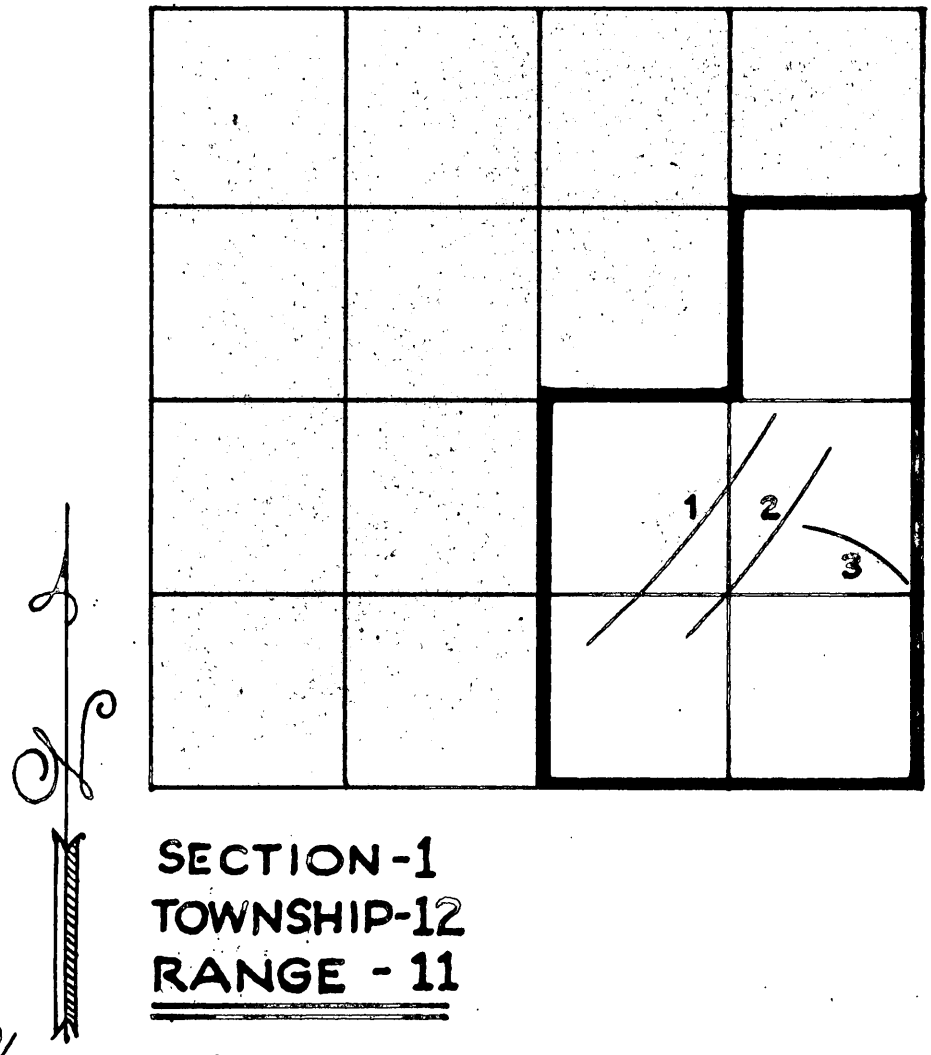
ATTN: Mr. Worrell

SAMPLE	DATE RECEIVED	SILICON	IRON	MANGANESE	CARBON	TENSILE	TRANSVERSE	DEFLECTION
# 1	10/12/51	-	32.55	.52		Brown Ore		
# 2	"	-	35.07	.42		"	"	
# C	"	-	14.28	7.59		High Mn. Iron dirt		
# 4	"	-	35.28	.14		Brown Ore		
# -A-	"	-	14.49	19.70		Manganiferous Ore		
# -B-	"	-	19.95	18.10		"	"	

REMARKS:

Mr. Patterson- The chemist that ran the analysis on these samples feels that samples A-B-C can be up graded by some cleaning method and that they will run around 35% Manganese.

F. E. BARNARD
Chemist



SECTION-1
TOWNSHIP-12
RANGE - 11

The FIVE 40'S SHOWN UNSHADED ARE THOSE UNDER LEASE FROM J.T.SMITH.....

1-2-3 SHOW WHERE MANGANESE ORE IS EITHER SHOWING OR WHERE IT HAS BEEN REMOVED AND SHIPPED BY J.T.SMITH.

This LAND HAS NOT BEEN TESTED FOR MANGANESE - SO WE CAN GIVE NO CROSS SECTION - ETC. OF MINE WORKINGS.

Form MF-100
(May 1951)

DEFENSE MINERALS ADMINISTRATION
WASHINGTON, D. C.
SEP 26 10 AM '51

U. S. DEPARTMENT OF THE INTERIOR
DEFENSE MINERALS ADMINISTRATION

Form approved.
Budget Bureau No. 42-R1026.

GENERAL TECHNICAL DATA
FOR USE UNDER THE
DEFENSE PRODUCTION ACT OF 1950

NOT TO BE FILLED IN BY APPLICANT

Docket No. dma 2195

Date received

M. & J. Ore Company
P. O. Box 630
Birmingham, Alabama

Name and address of applicant

Date September 24, 1951

INSTRUCTIONS

This form is to be filed with Defense Minerals Administration, Department of the Interior, Washington 25, D. C. It should be accompanied by appropriate application form when a specific type of Government assistance is requested, in the form of (1) loan, (2) purchase contract, (3) Government guarantee of a private loan, (4) priorities or allocation of mining equipment, and maintenance, repair and operating supplies, and (5) other forms of Government assistance that might arise under the Act. Submit four (4) signed copies of the form and accompanying papers. Name and address should be stamped or typed on each sheet of this form and all accompanying papers. *When a question is inapplicable it should be so stated on the form.* Additional sheets may be attached in answering any questions or in supplying additional information. (IF YOU CANNOT ANSWER A QUESTION, SO STATE.) If a question is answered elsewhere indicate where answered. It is not necessary to answer it again.

GENERAL TECHNICAL DATA

Supply the following information on separate sheets, arranged, numbered, and lettered as indicated:

1. Materials produced:
   (*a*) What are the chief mine, mill, or smelter products?
   (*b*) What are the byproducts, if any?
2. Name(s) and type(s) of mine(s), mill(s), smelter(s), refinery(ies), pit(s), quarry (ies), drilling operation(s). Include old names of property, if any. Show extent of workings, including the following:
   (*a*) Linear feet of shafts.
   (*b*) Linear feet of drifts and crosscuts.
   (*c*) Linear feet of tunnels or adits.
   (*d*) Linear feet of other mine openings (explain briefly).

   Indicate whether mine is flooded or not. Describe any pumping problems. Give size or productive capacity.
3. For each operation listed above supply the following:
   (*a*) Distance and direction from nearest town and shipping point.
   (*b*) Mining district.
   (*c*) Township, Section, Range.
   (*d*) County, State.
4. (*a*) State whether or not property is now in operation, and if in operation, by whom operated.
   (*b*) Are you operating this property as:
   - ☐ Owner.
   - ☐ Lessee.
   - ☐ Contractor.
5. Number of years in production _____

   If not in production or operation, estimated date when production will begin _____
6. Experience of operators:
   Describe the mining and general business experience of (*a*) the applicant, and (*b*) the person or persons who manage the project.
7. History:
   (*a*) Give a statement, as complete as possible, of previous exploration, development, operation, and production of property, with reasons for suspension of operation.
   (*b*) State briefly the known history and production of adjoining and neighboring properties.
   (*c*) Furnish any available (private) reports that may apply to this application, including results of mine examinations, recommended exploration and development, and metallurgical investigations.

8. Names and addresses of Officers, Directors, or Partners, and in addition thereto, the five largest stockholders if applicant is a corporation.

Name and Address (a)	Official Title (If officer is also director indicate by "D") (b)	Total of Annual Salary, Commissions, Bonuses, Etc., Received From Applicant and Affiliates During Last Fiscal Year (c)	Estimated Net Worth Outside of Interest in Applicant (d)	Number of Shares Held in Applicant Corporation: Common (e)	Number of Shares Held in Applicant Corporation: Preferred (f)	Life Insurance Carried for Benefit of Applicant: Amount (g)	Life Insurance Carried for Benefit of Applicant: Net Cash Surrender Value After Loans (h)
G. C. McCullough P. O. Box 630, Birmingham	Pres. (D)	none	150,000.	5	-	none	
N. E. Jones Rome, Georgia	V-Pres. (D)	none	nominal	3		none	
N. L. Patterson P. O. Box 630, Birmingham	Sec-Treas.(D)	none	nominal	2		none	
	Total		x x x x x	10		x x x x x	x x x x x

If more lines are needed continue on separate sheet.

9. Capital Stock Issues:

For Corporate Applicants

Item	Authorized (a)	Outstanding (b)	Par Value (c)	Number of Shares Outstanding (d)	Dividend Rate Last Paid* (e)
Common stock	$ 4,000.00	$ 1,000.00	$ 100.00	10	none
Preferred stock	$ none	$ none	$ —	—	

*Indicate period covered.

10. Production:

Item	Kind of Product (a)	1948 Total (b)	1949 Total (c)	1950 Total (d)	Present Average Monthly (e)
1. Quantity of product mined or quarried (Short, long, metric tons; barrels; pounds; etc.)	Brown Iron Ore				Estimated 10,000 tons
2. Quantity of product processed (specify unit of measure and type of process)					
3. Quantity and grade of product sold or shipped (specify units of measure)					

11. Do you contemplate a change in the present average monthly rate of production? If so, state estimated maximum monthly production and basis of change. Plant capacity of 300 to 400 tons daily anticipated.

12. Ore or Mineral Reserves:

(a) Describe the ore or mineral deposit briefly. Accompany the application by any available report on the geology and ore reserves.

Not known

1. (a) Brown Iron Ore
   (b) none

2. J. T. Smith Ore Lands, Cherokee County, Alabama
   Heavy Media Processing Plant, Bluffton, Cherokee County, Alabama

   (a) none
   (b) none
   (c) none Open pit strip mining
   (d) none Dry operation

3. (a) Approximately 10 miles east of Cedartown, Georgia.
   Nearest shipping point, Bluffton, Alabama
   (b) Rock Run district
   (c) Section 1, Township 12, Range 11, East
   (d) Cherokee County, Alabama

4. (a) Property now being operated by M. & J. Ore Company
   (b) Operating as owner of equipment and lessee of property

5. M. & J. Ore Company just commenced. Property has been mined for a number of years, exact number not known. Formerly operated by Ga. Ala. Ore Company.

6. Principal owner has had more than 35 years experience in stripping, crushing, processing both metallic and non-metallic minerals.

7. (a) This property is in the Cedartown, Cartersville, Piedmont area which has been worked since before the Civil War.
   (b) Same
   (c) Same

M.& J. ORE COMPANY

LIST OF EQUIPMENT OWNED OR CONTROLLED

1 - WKE (HMS) Mobil Mill, 7' dia. Cone Heavy Media Separation Plant, as per Wester-Knapp Engineering Co. , division of Western Machinery Co., general arrangement drawing number WKE-119-2 A; together with all belts, conveyors, generator, (2) Mack Diesel Motors, Tunnels, Tyler Niagara Screen (Vibrating Shaker) Ser. No. 8076; together with all parts and accessories for the said media separation plant.

1 - Two Long Washer Plant, with belts, conveyors, grizzley, Symons Cone Crusher, Ser. No. 3181

1 - RBSL 24 x 36 Jaw Crusher, Ser. No. 116-X14

1 - D-13000 Caterpillar Diesel Engine, Motor No. 4S-2753

1 - Gardner-Denver Air Compressor, Motor No. 115168

2500 feet of 8" pipe, together with water pump and D318X Caterpillar Diesel Engine, Motor No. 5V8933.

3 - 5-yard Dump Trucks

1 - LeTourneau Rooter Plow

1 - Lorain #40 Shovel

1 - Air Compressor

1 - Lot Misc. tools

All equipment in fair shape.

(*b*) If deposit is other than placer:

(1) Submit assay plans and/or sections showing location and size of proved (measured) and probable (indicated) ore or mineral reserve.

(2) State the tonnage (indicate type of ton) and grade of each class of ore reserve, as above, and show how computed. Tabulated total ore reserve as follows:

TOTAL ORE OR MINERAL RESERVES

Ore or Mineral Reserve	Estimated Tons (a)	Metal or Mineral Content Per Ton (Grade) (b)	Gross Value Per Ton (c)	Recoverable Unit Value Per Ton (d)	Estimated Cost of Production Per Ton (e)
Measured (proved)					
Indicated (probable)			Not known		

(*c*) If placer:

(1) Give estimated total yardage and average marketable mineral content of each deposit.

(2) Submit map showing location of placer deposit and surrounding area, with all test holes or pits. Submit logs of each hole and test pit with depth and average value of each.

(3) Describe gravel, stating whether fine, medium or coarse; loose, tight, cemented, or frozen, and whether it contains stumps or boulders more than 1 foot in diameter; if so, how large, and in what proportion.

(4) Describe bedrock, giving type (granite, sandstone, shale, etc.) and state whether it is hard or soft, smooth, even or rough.

(5) Describe overburden, stating whether loose, tight, or cemented; fine or coarse textured; furnish estimate of average thickness and total amount.

(6) Tabulate the reserves using the form outlined above for ore or mineral reserves.

13. Access Roads:

Give road distances to shipping, supply and residence points, stating kind and condition of roads.

Pit approximately 1 mile from Bluffton, Ala. Graded roads.

14. Water Supply:

State source and quantity of water available for operations and whether sufficient for all seasons of year.

Pond water. Sufficient for all operations.

15. Power:

State amount of power used, rate per hour, and source thereof.

Georgia Power Co. commercial rates. Consumption not begun.

16. Labor:

State number and classes (miners, muckers, millmen, etc.) of men employed during a recent representative payroll period.

Average 15 employees. Shovel operators, tractor operators, laborers.

17. Equipment and Facilities:

Detail attached.

Describe present equipment on the property, including buildings. (State condition.) List major pieces of equipment now owned or controlled and in serviceable condition available for this operation.

18. Are there any particular conditions or circumstances affecting your operations that are not described above? If so, explain.

CERTIFICATION

The undersigned company, and the official executing this certification on its behalf, hereby certify that the information contained in this form and accompanying papers is correct and complete to the best of their knowledge and belief.

M. & J. Ore Company
(Name of company)

By N. H. Patterson
(Signature of authorized official)

September 24, 1951
(Date)

Sec-Treas.
(Title)

Title 18, U. S. Code (Crimes), Section 1001, makes it a criminal offense to make a willfully false statement or representation to any department or agency of the United States as to any matter within its jurisdiction.

U. S. GOVERNMENT PRINTING OFFICE 16—63792-1