DMA Form 1

DEFENSE MINERALS ADMINISTRATION
Control Slip

CONTROLLED DOCUMENT

DMA Docket No. 1903

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

An Exploration

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:	Mr. Baw	Date	8/2/51
To:	Mr Lyon	Date	9-26
To:	R+R	Date	OCT 1 1951
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DO NOT DETACH

CONTROLLED DOCUMENT

INT.-DUP. SEC., WASH., D.C. 98868

FILE COPY
SURNAME:

SAFeitler
LGHouk

UNITED STATES
DEPARTMENT OF THE INTERIOR
DEFENSE MINERALS ADMINISTRATION
600
WASHINGTON 25, D. C.

Mr. Robert A. Laurence
Executive Officer
DMEA Field Team, Region VII
Room 13, Post Office Building
Knoxville 01, Tennessee

Subject: Exploration Applications denied without field referral, Region VII

Dear Mr. Laurence:

We enclose one copy of each application pertaining to your region for cases denied without field referral. These are for your information and files.

If, in your opinion any of these properties merit further consideration, a new application will be necessary.

Copies of the following applications are included:

Docket number DMA -

1583X	2119
1675X	2151
1903	2196
1912	2197
1946	2204
1995	2224
2070	2285

Sincerely yours,

Signed 4-14-52

Lawrence G. Houk, Chief
Non-Metallic Minerals Division
Defense Minerals Exploration
Administration

Enclosures: - 14
SAFeitler:mp 4/10/52
cc: Docket File
Adm. Reading File
Mr. Norton, G-232, GSA Bldg.
Mr. Dietrich, 3526
Mr. Houk

2/13/52

See
Norton
re X sections

Conf. w. Norton 2/26/52
Explor. possible
at North end
of deposit, but
quality of the
mica is very
questionable
SV.

Meadow Mine 1903

Are the north workings on a parallel dike

Can a cross section be prepared of the wide part of the north stope? What is the lowest elevation in this stope?

Re: Collins.

Waskey told him to come over here with the "Sink Hole" mine $18,000

Meadow has twice been turned down by R.F.C.

Lease
7/9/51

DMA 1903
Meadow Mine

A part of the Meadow Mines

NE cor of Powder House
W 800' to stake
S 1400' to stake
(this to be a ℄ between top tunnel & bottom tunnel)
(thus including middle tunnel & Jones tunnel in this lease)

E to stake at forks of branch below the mica house
N to beginning.

Name of mine sent here by DMPA as expl-dev instead of prod. loan

Self

Meadow

Sink Hole

Waskey

18,000

1903
Will supply
data by 2/1/52
on quality of
mica
Phillips by telephone
to LGH 1/28/52

C.B. Collins
was in office
1/28/52
for discussion.

FILE COPY
SURNAME:

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

375

Weakley
Barr

NOV 1 1951

Meadow Mine Mica Company
c/o Mr. Lewis Aldridge, Vice President
Spruce Pine, North Carolina

Subject: [illegible]-19[illegible] - Mica
Meadow Mine

Gentlemen:

Replying to your letter of October 26, 1951, we would be pleased to consider additional information on the strategic quality of mica from subject mine, including samples of the mica. For your information, our present definition of strategic mica is ruby-muscovite in sizes No. 6 or larger, quality good stained or better; we enclose National Stockpile Specifications.

However, as pointed out to you in our letter of September 25, 1951, your proposal would not qualify as exploration under Section 7, [illegible]-5, Regulations Governing Government Aid in Defense Exploration Projects. The Exploration Aid Program is limited to exploration as defined in Section 7, [illegible]-5, and does not include mining or preparation for mining proven ore bodies.

Sincerely yours,

Tom Lyon

Tom Lyon, Director
Supply Division

87 1 1/1

Enclosures

RWASKEY:mp
10-30-51
cc: Administrator's Reading File
Field Team, Region VII (2)
DMA Docket File
Mr. Barr

Ford's out Front WITH The CAR of the YEAR

ALDRIDGE and GREENE MOTOR COMPANY

SPRUCE PINE, NORTH CAROLINA

October 26, 1951

U. S. Department of The Interior
Defense Minerals Adminstration
Washington 25, D.C.

Att: Tom Lyon, Director
DMA-1903X-Mica

Dear Sir:

Please accept this letter as a formal request to be allowed to resubmit additional information on our application for aid for an exploration project on mica deposit located in Meadow Mine. We request that we be allowed to send in affidavits as to the strategic quality of the mica that is found in and near this deposit and also, to send in samples of the mica.

This is a request that this case, DMA-1903X-Mica be held open for further information and consideration.

Yours truly

Meadow Mine Mica Company

Lewie Aldridge

Lewie Aldridge, Vice-President

LA/bv

DEFENSE MINERALS ADMINISTRATION WASHINGTON, D.C.
OCT 29 10 35 AM '51

BRING YOUR FORD BACK HOME FOR SERVICE
SALES · SERVICE Ford PARTS ACCESSORIES
YOUR FORD DEALER KNOWS YOUR FORD BEST

FILE COPY
SURNAME:

UNITED STATES
DEPARTMENT OF THE INTERIOR

DEFENSE MINERALS ADMINISTRATION
WASHINGTON 25, D. C.

370

Wantag
Ban

OCT 1 1951

A.E.C.

Meadow Mine Mica Company
c/o W. Waites Avery, President
Plumtree, North Carolina

Subject: MMA-1903X - Mica

Gentlemen:

Your application for aid for an exploration project on mica deposit located in Meadow Mine and docketed as MMA-1903X, has been reviewed by this office.

Exploration projects as defined in M-5, Regulations Governing Government Aid in Defense Exploration Projects, must be confined to work necessary to search for unknown or undeveloped sources of strategic minerals; the work must be confined to a reasonable delineation and sampling of the ore and may not include work prosecuted primarily for mining or preparation for mining.

Projects approved by the Defense Minerals Administration must, in its judgment, show definite promise of yielding material of acceptable grade, physical character and specifications, in quantities that will significantly improve the mineral supply position for National Defense.

A very careful study of your proposal revealed the following:

1. The Meadow Mine has been extensively explored, developed and mined in the past; need for and justification of additional exploration work has not been demonstrated.

2. The work proposed is essentially preparation for mining known ore bodies and would not qualify as exploration under M-5.

3. No sound basis for expecting to encounter significant quantities of strategic mica in the deposit has been demonstrated. Partial production records indicate that mica from the Meadow Mine was non-ruby in color and mostly heavy stained; such mica does not qualify as strategic at the present time.

Under these circumstances, your application for exploration aid to the extent of 90% of $25,495 is denied. Should additional information become available, we would be glad to have you resubmit your proposal for consideration.

Unless we receive a request within 30 days, we will consider the case closed.

Sincerely yours,

Tom Lyon

S.F. 10-1

Tom Lyon, Director
Supply Division

RWASKEY:mp
9-25-51
cc: Field Team, Region VII (2)
DMA Docket File
Mr. Barr

FILE COPY
SURNAME:

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

370

OCT 1 1951

Washey
Barr

September 25, 1951

Memorandum

To: Reports and Records Unit, DMA

From: Chief, Industrial Minerals Branch, DMA

Subject: DMA-1903X, Meadow Mica Mine Company
Commodity: Mica
Amount: 90% of $25,495.00

Denial recommended because:

1. The Meadow Mine has been extensively explored, developed and mined in the past - need for and justification of additional exploration has not been shwon.

2. The work proposed is essentially preparation for mining and does not qualify as exploration under MO-5.

3. No sound basis for expecting to find strategic mica in the deposit has been shown, while the property was a comparatively large wartime producer, the mica produced would not qualify as strategic at this time.

Attached:

1. form MF-103, in triplicate with supplemental information, maps, lease.
2. letter from W. R. Griffitts, dated 9/20/51.

SIGNED

James A. Barr, Sr.

Approved:

Tom Lyon

Director, Supply Division

RWASKEY:mp
cc: Field Team, Region VII (2)
DMA Docket File
Mr. Barr

IN REPLY REFER TO:

G-MD-WRG

UNITED STATES
DEPARTMENT OF THE INTERIOR
GEOLOGICAL SURVEY
WASHINGTON 25, D. C.

September 20, 1951

Memorandum

To: Robert Waskey, Defense Minerals Administration

From: W. R. Griffitts, U. S. Geological Survey

Subject: Application DMA-1903X from Meadow Mine Mica Company, for exploration at the Meadow Mine, Avery County, North Carolina.

This application to develop the Meadow mine in the guise of exploration should be denied because the proposed work is development and the mica is almost entirely non-strategic.

The Meadow mine is supposed to have yielded more mica than any other mine in the Spruce Pine District and to be one of the most productive mines in the country. There is no reason to suppose that the deposit is exhausted.

The objective of the 400 foot tunnel is to facilitate the mining of known bodies of mica-bearing pegmatite. This is brought out explicitly in items 18, 19, and 21. This is clearly development and not exploration.

During World War II, the Colonial Mica Corporation bought $7,000 worth of green (brownish olive to dark brown) mica from the operators of the Meadow mine. This was of moderately good quality. This was only a small part of the total production, however, as 80 percent of the total was heavy black stained mica. Much of the mica bought by Colonial was lower than good stained.

It is recommended that the application be denied because the proposed work is entirely development and most or all of the mica is non-strategic because it is stained and is non-ruby. Because of the low quality of the mica there is little need to encourage a re-application for a development loan.

W R Griffitts

W. R. Griffitts

FILE COPY
SURNAME:

210

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

August 2, 1951

Mr. W. Waites Avery, President
Meadow Mine Mica Company
Plumtree, North Carolina

Subject: DMA-1903
Re: Exploration Loan -
Meadow Mine

My dear Mr. Avery:

Receipt is acknowledged of your application and attachments of July 31, 1951 for an exploration loan under the Defense Production Act of 1950.

The application was assigned Docket Number DMA-1903 and referred to Mr. James A. Barr, Chief, Industrial Minerals Branch on August 2, 1951.

In any future correspondence relating to your application, kindly refer to DMA-1903.

Sincerely yours,

ROBERT E. ADAMS

Robert E. Adams
Chief, Reports & Records Unit

R. E. Adams:jc
cc: Adams
File
Barr
Lyon

Form MF-103
(April 1951)

U. S. DEPARTMENT OF THE INTERIOR
DEFENSE MINERALS ADMINISTRATION

Budget Bureau No. 42-R1035.
Approval expires 6-30-51.

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

DO NOT FILL IN THIS BLOCK

Docket No. DMA-1903

Date received 7/31/51

Participation

DEPARTMENT OF THE INTERIOR
Defense Minerals Administration
RECEIVED
JUL 31 1951
LAMBOW F. STROBEL
Executive Secretary

Meadow Mine Mica Company
c/o W. Waites Avery, President
Plumtree, North Carolina

Name and address of applicant

Date July 31, 1951

FILL IN THIS BLOCK

Date of application July 31, 1951

Estimated cost

Mineral or metal Strategic Mica

Percentage of Government participation 90%

Location of mine See Exhibit K

Date of filing MF-100 not filed

DMA Docket Number, if available

INSTRUCTIONS

Read Mineral Order 5, Regulations Governing Government Aid in Defense Projects, before completing this application. Submit four signed copies of the application to Defense Minerals Administration, Department of the Interior, Washington 25, D. C., or to the nearest field executive officer thereof, with your name and address on each sheet of the application and all accompanying papers. If any question is inapplicable, or if you cannot answer it, so state on the form. Where the space provided for answer is insufficient, answer on a separate sheet, annex it to the application form, and refer to it in space for answer. If the application is approved, you will be presented with an exploration project contract on Form MF-200, for your signature.

THE APPLICANT

*1. Is applicant an individual, partnership, or corporation?
*2. If a partnership, state names and addresses of partners.
*3. If a corporation, state names and addresses of officers, directors, and five largest stockholders.
*4. Describe the mining and general business experience of (*a*) the applicant, and (*b*) the person or persons who will manage the project.
*5. Are you the owner or the lessee of the property?
6. If owner, state what claims, liens, or encumbrances, if any, are against the property.
7. If lessee, attach a copy of the lease and state if it is in good standing.

NOTE.—It will be necessary to procure and attach to the exploration project contract agreements of claimants, lienors, encumbrances and lessors subordinating their interests in the property to the interest of the Government under the contract.

8. Furnish current financial statement, showing assets and liabilities, and a profit and loss statement.
9. How much money is applicant prepared to invest in proposed project? Is it sufficient to pay your part of the cost of the project as detailed in question 23 of this application form, in accordance with the regulations on Government participation (Section 9 of Mineral Order 5)?

*If you have already answered these questions on MF-100, you are not required to answer the questions for this application.

16—64067-1

THE PROPERTY

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

    NOTE.—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 (*b*) 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.

*11. State the present and former names of the property, if any.
*12. State, in detail, the location of the property with reference to towns, railroads, roads, shipping points, including distances and directions and kinds and conditions of roads.
*13. State source and quantity of water available for operations and its sufficiency at all seasons.
State amount of power to be used, rate per hour or other cost, and source.
*14. Describe any existing useable facilities, equipment, buildings, or structure now on the property that will be devoted to the exploration work.
15. State in detail how the ore could be shipped and how and where milled.
*16. History:
    (*a*) Give a statement, as complete as possible, of previous exploration, development, operation, and production of property, with reasons for any past suspensions of operations.
    (*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.
*17. Production:
    (*a*) If mine is in production, furnish the following information:

	Tons per day	*Grade or analysis*	*Cost per ton*	*Net value per ton*
(1) Mining				
(2) Milling				
(3) Shipped or sold				

*18. Ore or mineral reserves: (If property is or has been operating.)
    (*a*) Describe the ore or mineral deposits briefly.
    (*b*) Submit available maps and assay data.
    (*c*) Give estimated tonnage and grade of each class of ore reserves.
19. State any conditions or circumstances regarding the property not sufficiently brought out by the foregoing questions.

THE EXPLORATION

20. For what mineral or minerals and for what types of deposits and ores will the exploration be conducted?
21. Describe briefly, but concisely, the proposed work and the estimated time required to complete it.

    NOTE.—The Government will not participate in a project that will require more than 2 years to complete.
22. Furnish statement of the geological basis of the project with particular emphasis on factors leading the operator to expect the finding of commercial ore bodies. This statement should be accompanied by supporting maps such as geological maps, maps of the proposed openings and assay maps, sample lists, and other pertinent data.

THE REQUIREMENTS AND COSTS

23. Tabulate in the form of an itemized statement with a sum for each item the estimated requirements and costs of the project so that the total will give the estimated cost of the project in which the Government will participate, as follows:
    (*a*) Labor, by numbers and classes (miners, muckers, millmen, etc.), with wages of each.
    (*b*) Supervisors, by numbers and positions, with salaries of each.
    (*c*) Cost of necessary repairs to existing facilities, structures, and buildings.
    (*d*) Cost of necessary installation or construction of additional facilities, structures, and buildings.
    (*e*) Cost of items of equipment, not now owned by the applicant which must be purchased for operations at a cost of $50 or more each.
    (*f*) Cost of rental for equipment which the operator proposes to rent.
    (*g*) Rental value of items of equipment which the operator now owns and which will be devoted to the work.
    (*h*) Cost of materials and supplies, including items of equipment costing less than $50 each.
    (*i*) Cost of power, water, utilities, and any other items not provided for above.
24. Furnish a time schedule of the project, stated in terms of months after project is approved, showing progress expected to be accomplished and the money expected to be spent.

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.

Meadow Mine Mica Company
(Name of company)

By /s/ W. Waites Avery
(Signature of authorized official)

July 31, 1951
(Date)

President
(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.

*Same as footnote on page 1.

16—64067-1 U. S. GOVERNMENT PRINTING OFFICE

Form MF 103 Defense Minerals Administration

Meadow Mine Mica Company
c/o W. Waites Avery
Plumtree, North Carolina

Meadow Mine
On Toe River 1½ miles
North of
Plumtree, N. C.

1. Corporation. See Exhibit A

2. Not a partnership

3. See page 3 of Exhibit A

4.

W. Waites Avery	President	See Exhibit B
Lewie M. Aldridge	Vice Pres.	Exhibit C
Buena A. Vance	Secty-Treas.	Exhibit D
Frank W. Phillips	Stockholder	Exhibit E
Clingham W. Ellis	Stockholder	Exhibit F
Samuel W. Thompson	Stockholder	Exhibit G

5. Lessee. See Exhibit H

6. Not owner

7. Lease is in good standing. See Exhibit H
   Note: Subordination forms which have been signed are attached to original file at Exhibit I.

9. Applicant will invest equipment to the value of 10% of contract amount or will supply 10% of the cash at the option of DMA.

10. (a) Legal description of property is set forth in lease which is attached as Exhibit H.

    (b) Exploration is to be conducted by means of a tunnel 400 feet long as indicated on a U.S.G.S. map of the mine which is attached as Exhibit J. Repayment to be made on all ore removed by means of said tunnel.

11. Known for the past several decades as Meadow Mine.

12. Approximately 1½ miles north of Plumtree, North Carolina, on the Toe River.

13. Strategic sheet mica mine. No water needed as no flow milling operations are anticipated.

14. Tool shed, fuel storage tank, oil drums.

15. Ore will not be milled. Mica books will be sheeted and rifted at mine site. Sheets will be sold to nearest government purchasing depot under mica purchase program if one is adopted. If not, sheeted mica will be trucked to fabricators in Spruce Pine. Spruce Pine is 16 miles south of the Meadow Mine. Good black top hard surface roads are within ½ mile of mine. Gravel road from hard surface road to mine.

16. Sheet mica from the Meadow Mines has been sold commercially for decades. It produced large quantities during World War II which was sold to Colonial Mica Corp. Local legend has it that more than four million dollars' worth of mica has been marketed from these mines. It is suggested that the DMA field team contact Mr. Robert Guy, Cashier, Newland Bank, Newland, North Carolina, as to the production history of these mines.

17. See answer 16.

18. Mica bearing pegmatite dikes cannot be assayed as to their sheet or strategic grade mica content. These mines have produced large quantities of sheet mica since before 1900. Its production during World War II is a matter of government record in the RFC files.

These mines are now in production at levels higher up the mountain. (Portals # 1 - 5 on map attached as Exhibit J in original copy of application). On each of these levels the mica bearing ore body in each case pitches down from the tunnel floor making present operations very costly. In some instances it is necessary to handle the muck three times by hand before it can be dumped. It must be lifted by an air driven hoist to the tunnel floor, then placed in much trucks, then hand pushed as much as 1400 feet (Portal #1) before dumping.

It is requested that this exploration tunnel be approved so as to come into the dike at a lower level (below Portal #5) so as to come underneath each of the present known mica bearing ore bodies. It is probable that commercial ore will be contacted before the 400 length is reached.

With this new tunnel, if the present ore bodies are found, mining operations will be greatly simplified. All ore can be shot down into the tunnel and there brought out by muck truck without ever having to lift the ore. Gravity will be utilized instead having to be fought.

19. By undermining the ore bodies with this new tunnel or portal no pumping of water will be necessary. Water will flow naturally in a trench on the side of the tunnel. The saving in pumping equipment and its operation over a period of a few years is a substantial savings compared to present operations in the mines at the higher levels.

20. Strategic Sheet Mica.

21. It is proposed to drive a tunnel 400 feet long at a level below the five that now exist so that gravity can be utilized as a working force in future operations, if the ore bodies are contacted. It is expected to take nine months to complete the project unless commercial ore is contacted before that time.

22. Production possibilities are of record with U. S. Bureau of Mines, U. S. Geological Survey, and RFC files. All of these records show that mica of strategic quality has been removed in large quantities from these mines.

		Per Week	39 Week Total
23. (a)	2 muckers at $45 per week	$ 90	$ 3,510
	1 drill man at $60	60	2,340
	1 blacksmith and hoist operator at $60	60	2,340
(b)	1 supervisor at $75	75	2,925
(c)	None		
(d)	None		
(e)	1 double drum small gas hoist		1,250
	1 105 cubic foot air compressor		3,500
	1 jack hammer		350
	drill steel and bits		500
	800 feet 20 lb rail		600
	1 muck truck		400
	Anvil, shop tools, hand tools, etc.		500
	100 feet 2" pipe		60
	300 feet 1" pipe		90
	400 feet 3" drain pipe		320
	Misc fittings and nipples		50
	50 feet water hose		60
	50 feet air hose		60
(f)	None		
(g)	None		
(h)	None		
(e)	dynamite and caps	100	3,900
	gasoline and oil	50	1,950
	tool steel	37.50	1,500
	carbide	10	390
			$25,495

Note: All equipment must be purchased immediately after exploration contract is approved.

24. It is expected to take nine months or 39 weeks to complete the 400 foot tunnel.

CERTIFICATE OF INCORPORATION

of

Meadow Mine Mica Company

KNOW ALL MEN BY THESE PRESENTS:

That we, the undersigned, have this day voluntarily associated ourselves together for the purpose of forming a corporation under the laws of the State of North Carolina, and do hereby certify:

FIRST: That the name of the said corporation is:

Meadow Mine Mica Company

SECOND: That the purposes for which said corporation is formed are:

(a) To initially engage in the primary business of exploring, prospecting, developing, mining and milling mica and minerals of every character and description.

(b) To purchase or otherwise acquire, to own, hold, lease, sell or otherwise dispose of, deal in and improve real estate, and to mortgage, convey in trust or otherwise encumber the same and to erect, manage, care for, maintain, extend and alter buildings thereon and other improvements.

(c) To purchase or otherwise acquire, to own, hold, lease, sell or otherwise dispose of, deal in and improve real estate, and to mortgage, convey in trust or otherwise encumber or hypothecate the same.

(d) To enter into partnerships or into any arrangement for sharing profits, union of interest, corporation, joint adventure, reciprocal concession, or otherwise, with any person, partnership, firm or corporation, in any business or transaction in which this corporation is authorized to carry on or engage in so as to directly or indirectly benefit this corporation.

(e) To take, acquire by purchase, exchange or otherwise, and to own, hold, deal in, sell or otherwise dispose of, mortgage, hypothecate or otherwise encumber, letters patent and inventions and shares of stock or bonds, and while the owner of said shares to vote the same.

(f) To borrow money and to execute and deliver its secured promissory note or notes or other evidences of indebtedness therefor.

(g) To issue bonds, notes, debentures, certificates, script or other corporate obligations or evidences of debt, and to secure the payment therefor by mortgage, pledge or deed of trust of or upon the whole or any portion of the corporate property, funds, credits and franchises and to sell, pledge or otherwise use or dispose of the same.

(h) To exercise in respect to all such bonds, notes, mortgages, shares of capital stock and other securities and other obligations, any and all rights, powers and privileges of individual owners thereof; including the right to vote upon any shares of stock held by it to the same extent that a natural person might or could do.

(i) To carry on business in states outside of North Carolina and to purchase and hold real and personal property in said states.

(j) To engage in any and all lawful business other than those above specified which may be permitted by any law or laws of the State of North Carolina now in force or hereinafter enacted, and for which no special authorization or permit is necessary.

(k) To do and perform all things whatsoever that shall be necessary or proper for the full and complete execution of the foregoing purposes.

(l) To act as guarantor or surety on contracts, notes, bonds, mortgages, deeds of trust or other securities.

THIRD: That the principal office for the transaction of the business of this corporation is to be located in Plumtree, North Carolina. That the name and address of the agent authorized to accept service on the corporation in the State of North Carolina is W. Waites Avery, Plumtree, North Carolina.

FOURTH: That this corporation is authorized to issue only one class of shares of stock, the total number of which is 100 shares with no par value.

FIFTH: That the number of directors of said corporation shall be three (3) who must be shareholders and the names and addresses of the persons who are appointed to act as the first directors and to hold office until the selection and qualification of their successors are as follows:

W. Walter Avery	President	Plumtree, North Carolina
Lewis M. Aldridge	Vice Pres.	Plumtree, North Carolina
Buena A. Vance	Secty-Treas.	Plumtree, North Carolina

SIXTH: That the duration of this corporation shall be 100 years; original capital to commence business to be $30.00.

SEVENTH: That the following shares of stock have been subscribed by the incorporators:

W. Walter Avery	17 shares	Plumtree, North Carolina
Lewis M. Aldridge	17 shares	Plumtree, North Carolina
Buena A. Vance	17 shares	Plumtree, North Carolina
Frank W. Phillips	25 shares	Ingalls, North Carolina
Clingham W. Ellis	12 shares	Toecane, North Carolina
Samuel W. Thompson	12 shares	Ingalls, North Carolina

EIGHTH: That the number of persons named above shall constitute the number of directors in the corporation until changed by amendment to the by-laws.

NINTH: Said corporation shall not have the power to levy assessments upon the shares or shareholders thereof.

TENTH: The shareholders of said corporation shall have preemptive rights to subscribe to any and all issues of shares of securities.

IN WITNESS WHEREOF, the persons named herein as directors have hereunto set their hands this 27 day of July, 1957

(S) W. Walter Avery

(S) Lewis Aldridge

(S) Buena A. Vance

(S) Frank W. Phillips

(S) C. W. Ellis

(S) Sam W. Thompson

STATE OF NORTH CAROLINA)
) ss.
MITCHELL COUNTY)

On this 27 day of July, 1951 before me, the undersigned Notary Public in and for the State of North Carolina, residing therein, duly commissioned and sworn, personally appeared
Lewis Aldridge
known to me to be the person whose name is subscribed to the within instrument, and acknowledged to me that he executed the same.

IN WITNESS WHEREOF, I have hereunto set my hand and affixed my official seal in the County of Mitchell, the day and year first hereinabove written.

(S) Alyce Seagle
Notary Public of said County and State

STATE OF NORTH CAROLINA)
) ss.
MITCHELL COUNTY)

On this 27 day of July, 1951 before me, the undersigned Notary Public in and for the State of North Carolina, residing therein, duly commissioned and sworn, personally appeared
W. Martin Avery
known to me to be the person whose name is subscribed to the within instrument, and acknowledged to me that he executed the same.

IN WITNESS WHEREOF, I have hereunto set my hand and affixed my official seal in the County of Mitchell, the day and year first hereinabove written.

(S) Alyce Seagle
Notary Public of said County and State

STATE OF NORTH CAROLINA)
) ss.
MITCHELL COUNTY)

On this 27 day of July, 1951 before me, the undersigned Notary Public in and for the State of North Carolina, residing therein, duly commissioned and sworn, personally appeared
Lurvas A. Vance
known to me to be the person whose name is subscribed to the within instrument, and acknowledged to me that he executed the same.

IN WITNESS WHEREOF, I have hereunto set my hand and affixed my official seal in the County of Mitchell, the day and year first hereinabove written.

(S) Alyce Seagle
Notary Public of said County and State

STATE OF NORTH CAROLINA)
) ss.
MITCHELL COUNTY)

On this 27 day of July, 1951 before me, the undersigned Notary Public in and for the State of North Carolina, residing therein, duly commissioned and sworn, personally appeared
Frank W. Phillips
known to me to be the person whose name is subscribed to the within instrument, and acknowledged to me that he executed the same.

IN WITNESS WHEREOF, I have hereunto set my hand and affixed my official seal in the County of Mitchell, the day and year first hereinabove written.

(s) Alyce Gragle
Notary Public of said County and State

STATE OF NORTH CAROLINA)
) ss.
MITCHELL COUNTY)

On this 27 day of July, 1951 before me, the undersigned Notary Public in and for the State of North Carolina, residing therein, duly commissioned and sworn, personally appeared
C. W. Ellis
known to me to be the person whose name is subscribed to the within instrument, and acknowledged to me that he executed the same.

IN WITNESS WHEREOF, I have hereunto set my hand and affixed my official seal in the County of Mitchell, the day and year first hereinabove written.

(s) Alyce Gragle
Notary Public of said County and State

STATE OF NORTH CAROLINA)
) ss.
MITCHELL COUNTY)

On this 27 day of July, 1951 before me, the undersigned Notary Public in and for the State of North Carolina, residing therein, duly commissioned and sworn, personally appeared
Sam W. Thompson
known to me to be the person whose name is subscribed to the within instrument, and acknowledged to me that he executed the same.

IN WITNESS WHEREOF, I have hereunto set my hand and affixed my official seal in the County of Mitchell, the day and year first hereinabove written.

(s) Alyce Gragle
Notary Public of said County and State

W. WAITES AVERY

W. Waites Avery was born in Avery County, North Carolina, near the town of Plumtree, which is approximately nine miles from Spruce Pine the center of the mica industry in North Carolina.

He was graduated from the Cranberry High School, Avery County, North Carolina, in 1931, and for the next three years worked in various mines in Avery and Mitchell Counties. During the years 1934 - 1948 he mined the Charles Rock Mine in Avery County, and in 1939 he became lessee of the Meadow Mine and has operated it sucessfully up to just a few months ago. He had to abandon the operation of the Meadow Mine due to the low price of mica at that time and due to the tunnels into the mine present are so long that it was uneconomical to haul the waste the 800 to 1400 feet of their length.

He has sold mica to the Asheville Mica Company, the Eugene-Munsel Mica Company, the Carpenter-Phillips Mica Company, and the Tarheel Mica Company.

* * * * * *

References:

Lin Carpenter, Carpenter-Phillips Mica Company
Spruce Pine, North Carolina
B. G. Thomas,
Baker Furniture Company, Spruce Pine, N. C.
D. T. Vance,
Plumtree, North Carolina

LEWIE M. ALDRIDGE

Lewie M. Aldridge was born at Hughes, Avery County, North Carolina, December 30, 1914. He attended grammar school in Avery County, and was graduated from Crossnore High School in 1934. In 1935 he completed one year of post graduate work in the commercial business school of the Crossnore High School.

During the years 1936 to 1941 he was an automobile salesman for J. L. Baker in Spruce Pine, North Carolina. In 1941 he commenced his mining operations which last through the Colonial Mica purchase period. They were as follows:

1942 - 1946	He was one of two partners in the partnership of W. S. Flint and Lewie Aldridge which mined "Lincoln Rock" on the Avery estate in Avery County, North Carolina.
1942 - 1946	The same partnership of Flint and Aldridge operated Hawkins Mine at Sandy Ridge, in Stokes County, N. C.
1943 -	As an individual, he operated the "Long Cut" Mine on the Bailey Property in Mitchell County.
1944 - 1946	He was one of three partners in the partnership of Lewie Aldridge, Thomas P. Dillinger and W. S. Flint. which operated the "Long Cut" Mine.
1946 - until present	He has mined the Harry Knight Mine at Stoneville, Virginia.

In addition to his mining operations, Mr. Aldridge during the years 1947 to 1948 operated a used car lot in Spruce Pine, North Carolina. In 1949 he became a partner with C. W. Greene, and the partnership of Aldridge and Greene now engaged in the selling of Ford cars and trucks through their dealership and operate a Texaco service station.

* * * * * *

References:

Bill Lee, Cashier,
Northwestern Bank, Spruce Pine, N. C.
E. C. Guy, President,
Avery County Bank, Newland, N. C.
Ray Dent, Manager,
Diamond Mica Company, Spruce Pine, N. C.

BUENA A. VANCE

Buena A. Vance is the daughter of W. Waites Avery, Sr., of Plumtree, North Carolina, who was a mine operator and owner of Meadow Mine all his life.

She finished preparatory school at Davenport College, Lenoir, North Carolina, and was graduated with a secretarial diploma from High Point College, High Point, North Carolina, in 1931.

In 1933 she married J. C. Vance of Avery County, North Carolina, who has been a miner most of his life. She has kept books for the Avery heirs from the time of her father's death in 1928 until the present time, she is also employed at present as a bookkeeper for the Aldridge-Greene Motor Company, Spruce Pine, North Carolina.

Her mining experience and her ability as a successful miner is known throughout the Spruce Pine area. Her mining history is as follows:

1939 - 1943 Sublessee on a portion of the Meadow Mine.
1941 - 1945 Lessee Double Head Mine.
1941 - 1945 Lessee Powder Mill Roughs Mine.
1942 - 1946 Lessee Lincoln Rock No. 3.

She has sold mica to:

Asheville Mica Company
Spruce Pine Mica Company
Colonial Mica Company
Eugene-Munsel Mica Company

* * * * * *

References:

Robert Guy, President,
Newland Bank, Newland, N. C.
Dr. Charles Peterson,
Spruce Pine, N. C.
Roy Welds, Superintendent
Harris Clay Company, Kalmia, N. C.

FRANK PHILLIPS

Frank Phillips was born January 9, 1909, at Ingalls, North Carolina, and for the remainder of his life, except for his college studies has lived in the Spruce Pine district. He was graduated from the Cranberry, North Carolina, High School in 1927. He then attended Appalachian State Teachers College at Boone, North Carolina until 1929, at which time he entered Georgia Tech at Atlanta, Georgia. Upon completion of his junior year, in 1930, he returned to Ingalls to farm with his father for the next six years.

In off farming seasons commencing in 1933 to 1936, he operated a sawmill by himself employing from three to seven persons. In 1936 he obtained a mining lease on the Gusher Knob Mine and mined it for several years. His mining history during the Colonial purchasing days is well-known by his associates as his operations included some of the largest producing mines within the Spruce Pine district. His operations included:

1942 - 1946	He was one of three partners in the partnership of W. S. Thompson, C. R. Phillips and Frank W. Phillips in the Moulton Mine.
1943 - 1946	The partnership of Frank Phillips, D. T. Vance, T. B. Vance, Jr., Clarence Aldridge and Robert Guy operated the Double Head Mine. This large mining operation employed up to twenty persons and is well-known for its high production.
1943 - 1947	He was one of two partners in the partnership of C. R. Phillips and Frank Phillips in the operation of the Dugger Mine on the property held by Robert Guy and D. T. Vance in Avery County. This mining operation was comparatively small using only five to eight employees.

In 1948 Frank Phillips became one of the organizers and later president of the Mitchell Lumber Company of which he now holds 50 percent of its stock. This lumber company is one of the largest within its area.

* * * * * *

References:

Robert Guy, Cashier,
Avery County Bank, Newland, N. C.
Ed Fortner, President,
Mitchell Finance Corporation, Spruce Pine, N. C.
Baxter Johnson, electrical contractor,
Spruce Pine, N. C.

CLINGHAM W. ELLIS

Clingham W. Ellis was born March 17, 1914, at Toecane, Route 1, North Carolina. Toecane is approximately twenty miles from Spruce Pine the center of the mica industry in North Carolina.

He attended grammar school at Bakersville, North Carolina, until 1929, the time of his father's death. At that time he had completed the eighth grade, and has not had the opportunity to further his formal education. He farmed his deceased father's farm from 1929 to 1933, and during the depression he worked at the C.C.C. Camp No. 14 at Smokey Mountain Park.

From 1934 to 1939 he was employed by the State Highway Commission, first as a laborer and later as a foreman, on its bridge building crew.

He mining experience from 1940 to 1948 was interrupted during the years 1942 to 1943 while he was employed as a watchman for the Devolt Safe and Lock Company, Canton, Ohio.

His mining experiences are:

1940 - 1941 Partnership of himself and Aud Grindstaff on the J. E. Ellis Property in Mitchell County, N. C.

1944 Partnership of himself and Earl Shuford, Roberson Mine, near the Sink Hole Mine, Mitchell County, N. C.

1945 Partnership of himself and Ernest Johnson, Bear Creek Mine, on the property of the Bailey heirs, Flat Rock, Mitchell County, N. C.

After the fall of the price of mica in 1945 he commenced his present business of saw mill operation and lumber sales, which are listed as follows:

1947 - 1948 Owned and operated saw mill at Snow Creek, N. C., where he employed from six to seven persons.

1949 - Became a partner with Frank Phillips in the saw mill business, and later associated with Frank Phillips, Samuel W. Thompson to form the Mitchell Lumber Company, a corporation. This lumber Company is now one of the largest in the Tri-County, Avery-Mitchell-Yancey, area.

* * * * * *

References:

Fletcher O. Phillips,
Spruce Pine, N. C.
O. V. Coulter, Partner,
Phillips and Coulter, Spruce Pine, N. C.
Charles Slagle, Postman,
Toecane, Route 1, N. C.

SAMUEL W. THOMPSON

Samuel W. Thompson was born September 26, 1915, at East Point, a suburb of Atlanta, Georgia. His parents had previously lived in the Spruce Pine district of North Carolina, and in Mr. Thompson's infancy they returned to Elk Park, North Carolina, where they lived the remainder of their lives.

Mr. Thompson was graduated from the Cranberry, North Carolina, High School in 1932, and due to the lack of employment during this depression era he attended the Appalachian State College at Boone, North Carolina, so as to prepare himself for a teacher's career. There he majored in mathematics and physical education.

In 1935 he joined his father in the business of plumbing and heating contracting at Elk Park, North Carolina. But in 1936 he commenced his mining operations by obtaining a job from H. C. Marmon at Spruce Pine, in Mr. Marmon's ceramic clay plant where he was employed until the Spring of 1942.

In 1942 he commenced his mining operations, and is well-known in the mica mining circles for his successful operation of the Mill Race Mine. He was one of three partners in the partnership of Roy L. Weld, C. F. Arrowood, and S. W. Thompson. Their gross sales from the 1942 - 1946 operation was $280,000. All of this mica was sold to the Colonial Mica Company. In this partnership Mr. Thompson's duties were mining supervisor and employee counsel.

In 1944 the same partnership also mined the "Long Cut Mine" on the Bailey property in Mitchell County which operation they continued until 1947.

In 1948 Mr. Thompson and Frank Phillips were partners in the operation of the Gusher Knob Mine near Ingalls, in Avery County, North Carolina. This mine produced both sheet mica and high quality feldspar.

In 1949 Mr. Thompson became a stockholder and officer when the Mitchell Lumber Company was organized. The Mitchell Lumber Company is one of the largest lumber companies in the Spruce Pine district.

* * * * * *

References:

John Phillips,
Phillips and Coulter, Spruce Pine, N. C.
B. G. Thomas,
Thomas Baker Furniture Company, Spruce Pine, N. C.
Lin Carpenter,
Carpenter and Phillips Mica Company, Spruce Pine, N. C.

I, W. Waites Avery, for and in consideration of One Dollar ($1.00) and other valuable considerations, receipt of which is hereby acknowledged, do this the 23rd day of July, 1951 transfer to the Meadow Mine Mica Corporation the mining lease by and between me, the said Waites Avery and Mrs. Carrie G. Avery, said lease dated on the 9th day of July 1951.

/s/ W. Waites Avery (seal)

Duly acknowledged and subscribed to before me this the 23rd day of July, 1951

/s/s Alyce Seagle
(Notary Public)

My commission expires 5/8/52

MINING LEASE

State of North Carolina Avery County:

This indenture made this 9 day of July, 1951

between Mrs. Carrie G. Avery

of Avery County and State of North Carolina, as party of the first part, and known as lessor___, and Waites Avery

of Avery County and State of North Carolina, party of the second part and known as lessee.

WITNESSETH, That the party of the first part in consideration of One Dollar in hand received and hereby acknowledged by the lessor___, and in consideration of the agreements hereinafter contained, on the part of the party of the second part to be performed, hereby bargains, leases and grants to the party of the second part, and his heirs and assigns, for the period of five years from the date of this agreement, the following described real property, for mining purposes, in the County and State first above written, to wit:

A part of the Meadow Mines beginning at a stake called the north east corner at the Meadow Mine Powder house, thence west approximately 800 feet to a stake, thence south 1400 feet to a stake, this line to be a center line between the top Tunnel and the bottom tunnel, thus including the middle tunnel and the Jones tunnel in this lease, thence east to a stake at the forks of the branch below the mica house, thence north to the beginning thus including the lower section of the Meadow Mines on the property now owned by Mrs. Carrie G. Avery, said mine is located on Toe River 1½ miles North of Plumtree, North Carolina.

TO HAVE AND TO HOLD the said lands to him, for mining purposes, the said lessee and his heirs and assigns for the aforesaid period of five years in compliance with the conditions of this instrument, for the purpose and with the right to dig, quarry, search, explore for, obtain, and remove any kind of minerals, metals or fossils, and particularly mica, and to conduct the same to any extent the said party of the second part, the lessee, may desire. And it is hereby agreed between the parties to this agreement that the party of the second part is to have the use of any unoccupied buildings on said lands for mining purposes, and that he shall have the right to erect such buildings as he needs to carry on such mining operations during the period of this lease, and that the party of the second part shall keep the same in as good condition as when received, unavoidable accidents excepted. And it is also agreed by the party of the second part that no unnecessary damage is to be done to the lands herein leased during the period of this lease and the continuance of said lease, but the said party of the second part shall have right to take from said lands leased to the party of the second part any wood or timber the party of the second part may need to carry on said mining operations or which may be needed to carry on the addition to existing buildings or to erect new buildings or sheds on said lands. (Timber of high or special market value is excepted and shall not be used by the lessee.) And it is hereby agreed that the party of the second part, the lessee, is to have right-of-way of ingress and egress to said mines or land upon which exploration is being conducted.

AND IT IS FURTHER AGREED That the party of the second part, the lessee hereby agrees to pay to the said part___ of the first part, or his or their heirs or assigns, a rental royalty of one eighth of all mica sold and .50¢ per ton of all Feldspar.

on the minerals taken and sold from said mines which shall be for the use of the said lands for the aforesaid period of five years. The said amounts shall be payable on the computation of selling bills on the tenth day of each month covering sales made during the previous month. Any minerals other than those set forth above which may be taken and sold shall be paid for and at the usual royalty rate of the minerals taken.

AND IT IS FURTHER AGREED That the lessee, the party of the second part, his heirs or assigns, shall have the option to renew this lease and to extend the period of its running for an additional five years from the date of its present termination. The option shall be exercised by giving formal written notice to the part___of the first part or by the continuation of any mining operations then being conducted. The lessor___ reserve the right to use the land, or convey the same not conflicting with this lease, but under any conveyance the terms of this lease must be recognized by the grantee, purchaser, or assigns thereof. And it is agreed that the lessee may assign this mining lease or any part thereof and that he may sublease.

AND IT IS FURTHER AGREED That the lessee, the party of the second part, his heirs or assigns, is hereby given an option to purchase all the right, title and interest, legal and equitable to and in the real eastate described and set forth in this lease for a total purchase price of $ No Option, said purchase price to be paid in full within three years from the date of this instrument and it is agreed that all rental royalties paid to the party of the first part shall apply toward and be a part of the total purchase price above set forth, and that at such time that the total purchase price is paid in the form of royalties or a lump sum payment or a combination of both, the party of the first part will execute a special warranty deed to the party of the second part and that a tender of the remaining purchase price at any time within the next three years shall entitle the party of the second part to specific performance of this option contract.

BUT IT IS EXPRESSLY AGREED That unless mineral or fossil material of practical value for mining purposes shall be found within a period of two years from the date of this instrument, the lease may be terminated by the lessee at any time thereafter on thirty days notice to the lessor___. The lessee agrees that during the period of this lease or the continuance of this lease that work in said mines or exploration for new mines within the area leased shall not cease longer than ninety days at any one time, unavoidable accidents excepted.

WITNESS our hands and seals the day and year first above written.

Witness:

/s/ Mrs. Carrie G. Avery (Seal)

(Seal)

(Seal)

Duly acknowledged and subscribed to before me this the 9 day of July 1951

/s/ Buena Vance
Notary Public

My Commission Expires 1-25-52

S U B O R D I N A T I O N

Six copies of the required subordination form are filed with the original of this application at Exhibit I.

Also filed with the lease in the original application are six copies of the Exploration Contract signed in blank.

M A P O F M E A D O W M I N E S

A mine map taken from plate 2 of bulletin 49 of the North Carolina Department of Mineral Resources publications is inserted in the original copy of this application at Exhibit J.

LOCATION OF MINE

Mine is on the North Toe River 1½ miles north of Plumtree, Avery County, North Carolina.

Road map published by North Carolina State Highway and Public Works Commission is attached to original copy of this application at Exhibit K.

Location of mine and mica marketing center, Spruce Pine, Mitchell County, are both marked on this map.

U. S. DEPARTMENT OF THE INTERIOR

DEFENSE MINERALS ADMINISTRATION

Budget Bureau No. 42-R1035.
Approval expires 6-30-51.

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

DO NOT FILL IN THIS BLOCK

Docket No. dma-1903X

Date received 7/31/51

Participation

Department of the Interior
Defense Minerals Administration
Received
JUL 31 1951
Lincoln F. Grisebel
Executive Secretary

Meadow Mine Mica Company
c/o W. Waites Avery, President
Plumtree, North Carolina

Name and address of applicant

Date July 31, 1951

FILL IN THIS BLOCK

Date of application July 31, 1951

Estimated cost 25,495

Mineral or metal Strategic Mica

Percentage of Government participation 90%

Location of mine See Exhibit K

Date of filing MF-100 not filed

DMA Docket Number, if available

INSTRUCTIONS

Read Mineral Order 5, Regulations Governing Government Aid in Defense Projects, before completing this application. Submit four signed copies of the application to Defense Minerals Administration, Department of the Interior, Washington 25, D. C., or to the nearest field executive officer thereof, with your name and address on each sheet of the application and all accompanying papers. If any question is inapplicable, or if you cannot answer it, so state on the form. Where the space provided for answer is insufficient, answer on a separate sheet, annex it to the application form, and refer to it in space for answer. If the application is approved, you will be presented with an exploration project contract on Form MF-200, for your signature.

THE APPLICANT

*1. Is applicant an individual, partnership, or corporation?
*2. If a partnership, state names and addresses of partners.
*3. If a corporation, state names and addresses of officers, directors, and five largest stockholders.
*4. Describe the mining and general business experience of (*a*) the applicant, and (*b*) the person or persons who will manage the project.
*5. Are you the owner or the lessee of the property?
6. If owner, state what claims, liens, or encumbrances, if any, are against the property.
7. If lessee, attach a copy of the lease and state if it is in good standing.

NOTE.—It will be necessary to procure and attach to the exploration project contract agreements of claimants, lienors, encumbrances and lessors subordinating their interests in the property to the interest of the Government under the contract.

8. Furnish current financial statement, showing assets and liabilities, and a profit and loss statement.
9. How much money is applicant prepared to invest in proposed project? Is it sufficient to pay your part of the cost of the project as detailed in question 23 of this application form, in accordance with the regulations on Government participation (Section 9 of Mineral Order 5)?

*If you have already answered these questions on MF-100, you are not required to answer the questions for this application.

16—64067-1

THE PROPERTY

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

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

NOTE.—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 (*b*) 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.

*11. State the present and former names of the property, if any.

*12. State, in detail, the location of the property with reference to towns, railroads, roads, shipping points, including distances and directions and kinds and conditions of roads.

*13. State source and quantity of water available for operations and its sufficiency at all seasons. State amount of power to be used, rate per hour or other cost, and source.

*14. Describe any existing useable facilities, equipment, buildings, or structure now on the property that will be devoted to the exploration work.

15. State in detail how the ore could be shipped and how and where milled.

*16. History:

(*a*) Give a statement, as complete as possible, of previous exploration, development, operation, and production of property, with reasons for any past suspensions of operations.

(*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.

*17. Production:

(*a*) If mine is in production, furnish the following information:

	Tons per day	*Grade or analysis*	*Cost per ton*	*Net value per ton*
(1) Mining				
(2) Milling				
(3) Shipped or sold				

*18. Ore or mineral reserves: (If property is or has been operating.)

(*a*) Describe the ore or mineral deposits briefly.

(*b*) Submit available maps and assay data.

(*c*) Give estimated tonnage and grade of each class of ore reserves.

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

THE EXPLORATION

20. For what mineral or minerals and for what types of deposits and ores will the exploration be conducted?

21. Describe briefly, but concisely, the proposed work and the estimated time required to complete it.

NOTE.—The Government will not participate in a project that will require more than 2 years to complete.

22. Furnish statement of the geological basis of the project with particular emphasis on factors leading the operator to expect the finding of commercial ore bodies. This statement should be accompanied by supporting maps such as geological maps, maps of the proposed openings and assay maps, sample lists, and other pertinent data.

THE REQUIREMENTS AND COSTS

23. Tabulate in the form of an itemized statement with a sum for each item the estimated requirements and costs of the project so that the total will give the estimated cost of the project in which the Government will participate, as follows:

(*a*) Labor, by numbers and classes (miners, muckers, millmen, etc.), with wages of each.

(*b*) Supervisors, by numbers and positions, with salaries of each.

(*c*) Cost of necessary repairs to existing facilities, structures, and buildings.

(*d*) Cost of necessary installation or construction of additional facilities, structures, and buildings.

(*e*) Cost of items of equipment, not now owned by the applicant which must be purchased for operations at a cost of $50 or more each.

(*f*) Cost of rental for equipment which the operator proposes to rent.

(*g*) Rental value of items of equipment which the operator now owns and which will be devoted to the work.

(*h*) Cost of materials and supplies, including items of equipment costing less than $50 each.

(*i*) Cost of power, water, utilities, and any other items not provided for above.

24. Furnish a time schedule of the project, stated in terms of months after project is approved, showing progress expected to be accomplished and the money expected to be spent.

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.

Meadow Mine Mica Company
(Name of company)

By W. W. Amery
(Signature of authorized official)

July 31, 1951
(Date)

President
(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.

*Same as footnote on page 1.

16—64067-1 U. S. GOVERNMENT PRINTING OFFICE

Form MF 103

Defense Minerals Administration

Meadow Mine Mica Company
c/o W. Waites Avery
Plumtree, North Carolina

Meadow Mine
On Toe River $1\frac{1}{2}$ miles
North of
Plumtree, N. C.

1. Corporation. See Exhibit A

2. Not a partnership

3. See page 3 of Exhibit A

4.

W. Waites Avery	President	See Exhibit B
Lewie M. Aldridge	Vice Pres.	Exhibit C
Buena A. Vance	Secty-Treas.	Exhibit D
Frank W. Phillips	Stockholder	Exhibit E
Clingham W. Ellis	Stockholder	Exhibit F
Samuel W. Thompson	Stockholder	Exhibit G

5. Lessee. See Exhibit H

6. Not owner

7. Lease is in good standing. See Exhibit H
   Note: Subordination forms which have been signed are attached to original file at Exhibit I.

9. Applicant will invest equipment to the value of 10% of contract amount or will supply 10% of the cash at the option of DMA.

10. (a) Legal description of property is set forth in lease which is attached as Exhibit H.

    (b) Exploration is to be conducted by means of a tunnel 400 feet long as indicated on a U.S.G.S. map of the mine which is attached as Exhibit J. Repayment to be made on all ore removed by means of said tunnel.

11. Known for the past several decades as Meadow Mine.

12. Approximately $1\frac{1}{2}$ miles north of Plumtree, North Carolina, on the Toe River.

13. Strategic sheet mica mine. No water needed as no flow milling operations are anticipated.

14. Tool shed, fuel storage tank, oil drums.

15. Ore will not be milled. Mica books will be sheeted and rifted at mine site. Sheets will be sold to nearest government purchasing depot under mica purchase program if one is adopted. If not, sheeted mica will be trucked to fabricators in Spruce Pine. Spruce Pine is 16 miles south of the Meadow Mine. Good black top hard surface roads are within $\frac{1}{2}$ mile of mine. Gravel road from hard surface road to mine.

16. Sheet mica from the Meadow Mines has been sold commercially for decades. It produced large quantities during World War II which was sold to Colonial Mica Corp. Local legend has it that more than four million dollars' worth of mica has been marketed from these mines. It is suggested that the DMA field team contact Mr. Robert Guy, Cashier, Newland Bank, Newland, North Carolina, as to the production history of these mines.

17. See answer 16.

18. Mica bearing pegmatite dikes cannot be assayed as to their sheet or strategic grade mica content. These mines have produced large quantities of sheet mica since before 1900. Its production during World War II is a matter of government record in the RFC files.

    These mines are now in production at levels higher up the mountain. (Portals # 1 - 5 on map attached as Exhibit J in original copy of application). On each of these levels the mica bearing ore body in each case pitches down from the tunnel floor making present operations very costly. In some instances it is necessary to handle the muck three times by hand before it can be dumped. It must be lifted by an air driven hoist to the tunnel floor, then placed in much trucks, then hand pushed as much as 1400 feet (Portal #1) before dumping.

    It is requested that this exploration tunnel be approved so as to come into the dike at a lower level (below Portal #5) so as to come underneath each of the present known mica bearing ore bodies. It is probable that commercial ore will be contacted before the 400 length is reached.

    With this new tunnel, if the present ore bodies are found, mining operations will be greatly simplified. All ore can be shot down into the tunnel and there brought out by muck truck without ever having to lift the ore. Gravity will be utilized instead having to be fought.

19. By undermining the ore bodies with this new tunnel or portal no pumping of water will be necessary. Water will flow naturally in a trench on the side of the tunnel. The saving in pumping equipment and its operation over a period of a few years is a substantial savings compared to present operations in the mines at the higher levels.

20. Strategic Sheet Mica.

21. It is proposed to drive a tunnel 400 feet long at a level below the five that now exist so that gravity can be utilized as a working force in future operations, if the ore bodies are contacted. It is expected to take nine months to complete the project unless commercial ore is contacted before that time.

22. Production possibilities are of record with U. S. Bureau of Mines, U. S. Geological Survey, and RFC files. All of these records show that mica of strategic quality has been removed in large quantities from these mines.

			Per Week	39 Week Total
23.	(a)	2 muckers at $45 per week	$ 90	$ 3,510
		1 drill man at $60	60	2,340
		1 blacksmith and hoist operator at $60	60	2,340
	(b)	1 supervisor at $75	75	2,925
	(c)	None		
	(d)	None		
	(e)	1 double drum small gas hoist		1,250
		1 105 cubic foot air compressor		3,500
		1 jack hammer		350
		drill steel and bits		500
		800 feet 20 lb rail		600
		1 muck truck		400
		Anvil, shop tools, hand tools, etc.		500
		100 feet 2" pipe		60
		300 feet 1" pipe		90
		400 feet 3" drain pipe		320
		Misc fittings and nipples		50
		50 feet water hose		60
		50 feet air hose		60
	(f)	None		
	(g)	None		
	(h)	None		
	(e)	dynamite and caps	100	3,900
		gasoline and oil	50	1,950
		tool steel	37.50	1,500
		carbide	10	390
				$25,495

Note: All equipment must be purchased immediately after exploration contract is approved.

24. It is expected to take nine months or 39 weeks to complete the 400 foot tunnel.

CERTIFICATE OF INCORPORATION

of

Meadow Mine Mica Company

KNOW ALL MEN BY THESE PRESENTS:

That we, the undersigned, have this day voluntarily associated ourselves together for the purpose of forming a corporation under the laws of the State of North Carolina, and do hereby certify:

FIRST: That the name of the said corporation is:

Meadow Mine Mica Company

SECOND: That the purposes for which said corporation is formed are:

(a) To initially engage in the primary business of exploring, prospecting, developing, mining and milling mica and minerals of every character and description.

(b) To purchase or otherwise acquire, to own, hold, lease, sell or otherwise dispose of, deal in and improve real estate, and to mortgage, convey in trust or otherwise encumber the same and to erect, manage, care for, maintain, extend and alter buildings thereon and other improvements.

(c) To purchase or otherwise acquire, to own, hold, lease, sell or otherwise dispose of, deal in and improve real estate, and to mortgage, convey in trust or otherwise encumber or hypothecate the same.

(d) To enter into partnerships or into any arrangement for sharing profits, union of interest, corporation, joint adventure, reciprocal concession, or otherwise, with any person, partnership, firm or corporation, in any business or transaction in which this corporation is authorized to carry on or engage in so as to directly or indirectly benefit this corporation.

(e) To take, acquire by purchase, exchange or otherwise, and to own, hold, deal in, sell or otherwise dispose of, mortgage, hypothecate or otherwise encumber, letters patent and inventions and shares of stock or bonds, and while the owner of said shares to vote the same.

(f) To borrow money and to execute and deliver its secured promissory note or notes or other evidences of indebtedness therefor.

(g) To issue bonds, notes, debentures, certificates, script or other corporate obligations or evidences of debt, and to secure the payment therefor by mortgage, pledge or deed of trust of or upon the whole or any portion of the corporate property, funds, credits and franchises and to sell, pledge or otherwise use or dispose of the same.

(h) To exercise in respect to all such bonds, notes, mortgages, shares of capital stock and other securities and other obligations, any and all rights, powers and privileges of individual owners thereof; including the right to vote upon any shares of stock held by it to the same extent that a natural person might or could do.

(i) To carry on business in states outside of North Carolina and to purchase and hold real and personal property in said states.

(j) To engage in any and all lawful business other than those above specified which may be permitted by any law or laws of the State of North Carolina now in force or hereinafter enacted, and for which no special authorization or permit is necessary.

(k) To do and perform all things whatsoever that shall be necessary or proper for the full and complete execution of the foregoing purposes.

(l) To act as guarantor or surety on contracts, notes, bonds, mortgages, deeds of trust or other securities.

THIRD: That the principal office for the transaction of the business of this corporation is to be located in Plumtree, North Carolina. That the name and address of the agent authorized to accept service on the corporation in the State of North Carolina is W. Walter Avery, Plumtree, North Carolina.

FOURTH: That this corporation is authorized to issue only one class of shares of stock, the total number of which is 900 shares with no par value.

FIFTH: That the number of directors of said corporation shall be three (3) who must be shareholders and the names and addresses of the persons who are appointed to act as the first directors and to hold office until the selection and qualification of their successors are as follows:

W. Walter Avery	President	Plumtree, North Carolina
Lewis M. Aldridge	Vice Pres.	Plumtree, North Carolina
Buena A. Vance	Secty-Treas.	Plumtree, North Carolina

SIXTH: That the duration of this corporation shall be 100 years; original capital to commence business to be $30.00.

SEVENTH: That the following shares of stock have been subscribed by the incorporators:

W. Walter Avery	17 shares	Plumtree, North Carolina
Lewis M. Aldridge	17 shares	Plumtree, North Carolina
Buena A. Vance	17 shares	Plumtree, North Carolina
Frank W. Phillips	25 shares	Ingalls, North Carolina
Clingham W. Ellis	12 shares	Toecane, North Carolina
Samuel W. Thompson	12 shares	Ingalls, North Carolina

EIGHTH: That the number of persons named above shall constitute the number of directors in the corporation until changed by amendment to the by-laws.

NINTH: Said corporation shall not have the power to levy assessments upon the shares or shareholders thereof.

TENTH: The shareholders of said corporation shall have preemptive rights to subscribe to any and all issues of shares of securities.

IN WITNESS WHEREOF, the persons named herein as directors have hereunto set their hands this 27 day of July, 1957

/s/ W. Walter Avery

/s/ Lewis Aldridge

/s/ Buena A Vance

/s/ Frank W. Phillips

/s/ C. W. Ellis

/s/ Sam W. Thompson

STATE OF NORTH CAROLINA)
) ss.
MITCHELL COUNTY)

On this 27 day of July, 1957 before me, the undersigned Notary Public in and for the State of North Carolina, residing therein, duly commissioned and sworn, personally appeared
Lewis Aldridge
known to me to be the person whose name is subscribed to the within instrument, and acknowledged to me that he executed the same.

IN WITNESS WHEREOF, I have hereunto set my hand and affixed my official seal in the County of Mitchell, the day and year first hereinabove written.

(S) Alyce Seagle
Notary Public of said County and State

STATE OF NORTH CAROLINA)
) ss.
MITCHELL COUNTY)

On this 27 day of July, 1957 before me, the undersigned Notary Public in and for the State of North Carolina, residing therein, duly commissioned and sworn, personally appeared
W. Walter Avery
known to me to be the person whose name is subscribed to the within instrument, and acknowledged to me that he executed the same.

IN WITNESS WHEREOF, I have hereunto set my hand and affixed my official seal in the County of Mitchell, the day and year first hereinabove written.

(S) Alyce Seagle
Notary Public of said County and State

STATE OF NORTH CAROLINA)
) ss.
MITCHELL COUNTY)

On this 27 day of July, 1957 before me, the undersigned Notary Public in and for the State of North Carolina, residing therein, duly commissioned and sworn, personally appeared
Emma A. Vance
known to me to be the person whose name is subscribed to the within instrument, and acknowledged to me that he executed the same.

IN WITNESS WHEREOF, I have hereunto set my hand and affixed my official seal in the County of Mitchell, the day and year first hereinabove written.

(S) Alyce Seagle
Notary Public of said County and State

STATE OF NORTH CAROLINA)
) ss.
MITCHELL COUNTY)

On this 27 day of July, 1957 before me, the undersigned Notary Public in and for the State of North Carolina, residing therein, duly commissioned and sworn, personally appeared
Frank W. Phillips
known to me to be the person whose name is subscribed to the within instrument, and acknowledged to me that he executed the same.

IN WITNESS WHEREOF, I have hereunto set my hand and affixed my official seal in the County of Mitchell, the day and year first hereinabove written.

(S) Alyce Seagle
Notary Public of said County and State

STATE OF NORTH CAROLINA)
) ss.
MITCHELL COUNTY)

On this 27 day of July, 1957 before me, the undersigned Notary Public in and for the State of North Carolina, residing therein, duly commissioned and sworn, personally appeared
C. W. Ellis
known to me to be the person whose name is subscribed to the within instrument, and acknowledged to me that he executed the same.

IN WITNESS WHEREOF, I have hereunto set my hand and affixed my official seal in the County of Mitchell, the day and year first hereinabove written.

(S) Alyce Seagle
Notary Public of said County and State

STATE OF NORTH CAROLINA)
) ss.
MITCHELL COUNTY)

On this 27 day of July, 1957 before me, the undersigned Notary Public in and for the State of North Carolina, residing therein, duly commissioned and sworn, personally appeared
Sam W. Thompson
known to me to be the person whose name is subscribed to the within instrument, and acknowledged to me that he executed the same.

IN WITNESS WHEREOF, I have hereunto set my hand and affixed my official seal in the County of Mitchell, the day and year first hereinabove written.

(S) Alyce Seagle
Notary Public of said County and State

W. WAITES AVERY

W. Waites Avery was born in Avery County, North Carolina, near the town of Plumtree, which is approximately nine miles from Spruce Pine the center of the mica industry in North Carolina.

He was graduated from the Cranberry High School, Avery County, North Carolina, in 1931, and for the next three years worked in various mines in Avery and Mitchell Counties. During the years 1934 - 1948 he mined the Charles Rock Mine in Avery County, and in 1939 he became lessee of the Meadow Mine and has operated it sucessfully up to just a few months ago. He had to abandon the operation of the Meadow Mine due to the low price of mica at that time and due to the tunnels into the mine present are so long that it was uneconomical to haul the waste the 800 to 1400 feet of their length.

He has sold mica to the Asheville Mica Company, the Eugene-Munsel Mica Company, the Carpenter-Phillips Mica Company, and the Tarheel Mica Company.

* * * * * *

References:

Lin Carpenter, Carpenter-Phillips Mica Company
Spruce Pine, North Carolina
B. G. Thomas,
Baker Furniture Company, Spruce Pine, N. C.
D. T. Vance,
Plumtree, North Carolina

LEWIE M. ALDRIDGE

Lewie M. Aldridge was born at Hughes, Avery County, North Carolina, December 30, 1914. He attended grammar school in Avery County, and was graduated from Crossnore High School in 1934. In 1935 he completed one year of post graduate work in the commercial business school of the Crossnore High School.

During the years 1936 to 1941 he was an automobile salesman for J. L. Baker in Spruce Pine, North Carolina. In 1941 he commenced his mining operations which last through the Colonial Mica purchase period. They were as follows:

1942 - 1946	He was one of two partners in the partnership of W. S. Flint and Lewie Aldridge which mined "Lincoln Rock" on the Avery estate in Avery County, North Carolina.
1942 - 1946	The same partnership of Flint and Aldridge operated Hawkins Mine at Sandy Ridge, in Stokes County, N. C.
1943 -	As an individual, he operated the "Long Cut" Mine on the Bailey Property in Mitchell County.
1944 - 1946	He was one of three partners in the partnership of Lewie Aldridge, Thomas P. Dillinger and W. S. Flint. which operated the "Long Cut" Mine.
1946 - until present	He has mined the Harry Knight Mine at Stoneville, Virginia.

In addition to his mining operations, Mr. Aldridge during the years 1947 to 1948 operated a used car lot in Spruce Pine, North Carolina. In 1949 he became a partner with C. W. Greene, and the partnership of Aldridge and Greene now engaged in the selling of Ford cars and trucks through their dealership and operate a Texaco service station.

* * * * * *

References:

Bill Lee, Cashier,
Northwestern Bank, Spruce Pine, N. C.
E. C. Guy, President,
Avery County Bank, Newland, N. C.
Ray Dent, Manager,
Diamond Mica Company, Spruce Pine, N. C.

BUENA A. VANCE

Buena A. Vance is the daughter of W. Waites Avery, Sr., of Plumtree, North Carolina, who was a mine operator and owner of Meadow Mine all his life.

She finished preparatory school at Davenport College, Lenoir, North Carolina, and was graduated with a secretarial diploma from High Point College, High Point, North Carolina, in 1931.

In 1933 she married J. C. Vance of Avery County, North Carolina, who has been a miner most of his life. She has kept books for the Avery heirs from the time of her father's death in 1928 until the present time, she is also employed at present as a bookkeeper for the Aldridge-Greene Motor Company, Spruce Pine, North Carolina.

Her mining experience and her ability as a successful miner is known throughout the Spruce Pine area. Her mining history is as follows:

1939 - 1943 Sublessee on a portion of the Meadow Mine.
1941 - 1945 Lessee Double Head Mine.
1941 - 1945 Lessee Powder Mill Roughs Mine.
1942 - 1946 Lessee Lincoln Rock No. 3.

She has sold mica to:

Asheville Mica Company
Spruce Pine Mica Company
Colonial Mica Company
Eugene-Munsel Mica Company

* * * * * *

References:

Robert Guy, President,
Newland Bank, Newland, N. C.
Dr. Charles Peterson,
Spruce Pine, N. C.
Roy Welds, Superintendent
Harris Clay Company, Kalmia, N. C.

FRANK PHILLIPS

Frank Phillips was born January 9, 1909, at Ingalls, North Carolina, and for the remainder of his life, except for his college studies has lived in the Spruce Pine district. He was graduated from the Cranberry, North Carolina, High School in 1927. He then attended Appalachian State Teachers College at Boone, North Carolina until 1929, at which time he entered Georgia Tech at Atlanta, Georgia. Upon completion of his junior year, in 1930, he returned to Ingalls to farm with his father for the next six years.

In off farming seasons commencing in 1933 to 1936, he operated a sawmill by himself employing from three to seven persons. In 1936 he obtained a mining lease on the Gusher Knob Mine and mined it for several years. His mining history during the Colonial purchasing days is well-known by his associates as his operations included some of the largest producing mines within the Spruce Pine district. His operations included:

1942 - 1946	He was one of three partners in the partnership of W. S. Thompson, C. R. Phillips and Frank W. Phillips in the Moulton Mine.
1943 - 1946	The partnership of Frank Phillips, D. T. Vance, T. B. Vance, Jr., Clarence Aldridge and Robert Guy operated the Double Head Mine. This large mining operation employed up to twenty persons and is well-known for its high production.
1943 - 1947	He was one of two partners in the partnership of C. R. Phillips and Frank Phillips in the operation of the Dugger Mine on the property held by Robert Guy and D. T. Vance in Avery County. This mining operation was comparatively small using only five to eight employees.

In 1948 Frank Phillips became one of the organizers and later president of the Mitchell Lumber Company of which he now holds 50 percent of its stock. This lumber company is one of the largest within its area.

* * * * * *

References:

Robert Guy, Cashier,
Avery County Bank, Newland, N. C.
Ed Fortner, President,
Mitchell Finance Corporation, Spruce Pine, N. C.
Baxter Johnson, electrical contractor,
Spruce Pine, N. C.

CLINGHAM W. ELLIS

Clingham W. Ellis was born March 17, 1914, at Toecane, Route 1, North Carolina. Toecane is approximately twenty miles from Spruce Pine the center of the mica industry in North Carolina.

He attended grammar school at Bakersville, North Carolina, until 1929, the time of his father's death. At that time he had completed the eighth grade, and has not had the opportunity to further his formal education. He farmed his deceased father's farm from 1929 to 1933, and during the depression he worked at the C.C.C. Camp No. 14 at Smokey Mountain Park.

From 1934 to 1939 he was employed by the State Highway Commission, first as a laborer and later as a foreman, on its bridge building crew.

He mining experience from 1940 to 1948 was interrupted during the years 1942 to 1943 while he was employed as a watchman for the Devolt Safe and Lock Company, Canton, Ohio.

His mining experiences are:

1940 - 1941 Partnership of himself and Aud Grindstaff on the J. E. Ellis Property in Mitchell County, N. C.
1944 Partnership of himself and Earl Shuford, Roberson Mine, near the Sink Hole Mine, Mitchell County, N. C.
1945 Partnership of himself and Ernest Johnson, Bear Creek Mine, on the property of the Bailey heirs, Flat Rock, Mitchell County, N. C.

After the fall of the price of mica in 1945 he commenced his present business of saw mill operation and lumber sales, which are listed as follows:

1947 - 1948 Owned and operated saw mill at Snow Creek, N. C., where he employed from six to seven persons.
1949 - Became a partner with Frank Phillips in the saw mill business, and later associated with Frank Phillips, Samuel W. Thompson to form the Mitchell Lumber Company, a corporation. This lumber Company is now one of the largest in the Tri-County, Avery-Mitchell-Yancey, area.

* * * * * *

References:

Fletcher O. Phillips,
Spruce Pine, N. C.
O. V. Coulter, Partner,
Phillips and Coulter, Spruce Pine, N. C.
Charles Slagle, Postman,
Toecane, Route 1, N. C.

SAMUEL W. THOMPSON

Samuel W. Thompson was born September 26, 1915, at East Point, a suburb of Atlanta, Georgia. His parents had previously lived in the Spruce Pine district of North Carolina, and in Mr. Thompson's infancy they returned to Elk Park, North Carolina, where they lived the remainder of their lives.

Mr. Thompson was graduated from the Cranberry, North Carolina, High School in 1932, and due to the lack of employment during this depression era he attended the Appalachian State College at Boone, North Carolina, so as to prepare himself for a teacher's career. There he majored in mathematics and physical education.

In 1935 he joined his father in the business of plumbing and heating contracting at Elk Park, North Carolina. But in 1936 he commenced his mining operations by obtaining a job from H. C. Marmon at Spruce Pine, in Mr. Marmon's ceramic clay plant where he was employed until the Spring of 1942.

In 1942 he commenced his mining operations, and is well-known in the mica mining circles for his successful operation of the Mill Race Mine. He was one of three partners in the partnership of Roy L. Weld, C. F. Arrowood, and S. W. Thompson. Their gross sales from the 1942 - 1946 operation was $280,000. All of this mica was sold to the Colonial Mica Company. In this partnership Mr. Thompson's duties were mining supervisor and employee counsel.

In 1944 the same partnership also mined the "Long Cut Mine" on the Bailey property in Mitchell County which operation they continued until 1947.

In 1948 Mr. Thompson and Frank Phillips were partners in the operation of the Gusher Knob Mine near Ingalls, in Avery County, North Carolina. This mine produced both sheet mica and high quality feldspar.

In 1949 Mr. Thompson became a stockholder and officer when the Mitchell Lumber Company was organized. The Mitchell Lumber Company is one of the largest lumber companies in the Spruce Pine district.

* * * * * *

References:

John Phillips,
Phillips and Coulter, Spruce Pine, N. C.
B. G. Thomas,
Thomas Baker Furniture Company, Spruce Pine, N. C.
Lin Carpenter,
Carpenter and Phillips Mica Company, Spruce Pine, N. C.

I, W. WAITES AVERY, FOR AND IN CONSIDERATION OF ONE DOLLAR($1.00) AND OTHER VALUABLE CONSIDERATIONS, RECEIPT OF WHICH IS HEREBY ACKNOWLEDGED, DO THIS THE 23rd. DAY OF JULY, 1951 TRANSFER TO THE MEADOW MINE MICA CORPORATION THE MINING LEASE BY AND BETWEEN ME, THE SAID WAITES AVERY AND MRS. CARRIE G. AVERY, SAID LEASE DATED ON THE 9th. DAY OF JULY 1951.

W. Waites Avery (SEAL)

DULY ACKNOWLEDGED AND SUBSCRIBED TO BEFORE ME THIS THE 23 DAY OF July, 1951

Alyce Seagle
NOTARY PUBLIC

My Commission Expires 5/8/52

MINING LEASE

State of North Carolina AVERY County:

This indenture made this 9 day of JULY, 1951

between MRS. CARRIE G. AVERY

of AVERY County and State of North Carolina, as party of the first part, and known as lessor___, and WAITES AVERY

of AVERY County and State of North Carolina, party of the second part and known as lessee.

WITNESSETH, That the part Y of the first part in consideration of One Dollar in hand received and hereby acknowledged by the lessor___, and in consideration of the agreements hereinafter contained, on the part of the party of the second part to be performed, hereby bargains, leases and grants to the party of the second part, and his heirs and assigns, for the period of five years from the date of this agreement, the following described real property, for mining purposes, in the County and State first above written, to wit:

A part of the Medow Mines begining at a stake called the north east corner at the Medow Mine Powder house, thence west approximatily 800 feet to a stake, thence south 1400 feet to a stake, this line to be a center line between the top Tunnel and the bottom tunnel, thus including the middle tunnel and the Jones tunnel in this lease, thence: east to a stake at the forks of the branch below the mica house, thence north to the begining this including the lower section of the Meadow Mines. on the property now owned by Mrs. Carrie G. Avery, said mine is located on Toe River 1½ miles North of Plumtree, N. C.

TO HAVE AND TO HOLD the said lands to him, for mining purposes, the said lessee and his heirs and assigns for the aforesaid period of five years in compliance with the conditions of this instrument, for the purpose and with the right to dig, quarry, search, explore for, obtain, and remove any kind of minerals, metals or fossils, and particularly mica, and to conduct the same to any extent the said party of the second part, the lessee, may desire. And it is hereby agreed between the parties to this agreement that the party of the second part is to have the use of any unoccupied buildings on said lands for mining purposes, and that he shall have the right to erect such buildings as he needs to carry on such mining operations during the period of this lease, and that the party of the second part shall keep the same in as good condition as when received, unavoidable accidents excepted. And it is also agreed by the party of the second part that no unnecessary damage is to be done to the lands herein leased during the period of this lease and the continuance of said lease, but the said party of the second part shall have right to take from said lands leased to the party of the second part any wood or timber the party of the second part may need to carry on said mining operations or which may be needed to carry on the addition to existing buildings or to erect new buildings or sheds on said lands. (Timber of high or special market value is excepted and shall not be used by the lessee.) And it is hereby agreed that the party of the second part, the lessee, is to have right-of-way of ingress and egress to said mines or land upon which exploration is being conducted.

AND IT IS FURTHER AGREED That the party of the second part, the lessee hereby agrees to pay to the said part___ of the first part, or his or their heirs or assigns, a rental royalty of one eighth of all mica sold and .50¢ per ton of all Feldspar.

on the minerals taken and sold from said mines which shall be for the use of the said lands for the aforesaid period of five years. The said amounts shall be payable on the computation of selling bills on the tenth day of each month covering sales made during the previous month. Any minerals other than those set forth above which may be taken and sold shall be paid for and at the usual royalty rate of the minerals taken.

AND IT IS FURTHER AGREED That the lessee, the party of the second part, his heirs or assigns, shall have the option to renew this lease and to extend the period of its running for an additional five years from the date of its present termination. The option shall be exercised by giving formal written notice to the part____ of the first part or by the continuation of any mining operations then being conducted. The lessor___ reserve the right to use the land, or convey the same not conflicting with this lease, but under any conveyance the terms of this lease must be recognized by the grantee, purchaser, or assigns thereof. And it is agreed that the lessee may assign this mining lease or any part thereof and that he may sublease.

BUT IT IS EXPRESSLY AGREED That unless mineral or fossil material of practical value for mining purposes shall be found within a period of two years from the date of this instrument, the lease may be terminated by the lessee at any time thereafter on thirty days notice to the lessor___. The lessee agrees that during the period of this lease or the continuance of this lease that work in said mines or exploration for new mines within the area leased shall not cease longer than ninety days at any one time, unavoidable accidents excepted.

WITNESS our hands and seals the day and year first above written.

Witness:

Mrs Carrie G. Avery (Seal)

_____ (Seal)

_____ (Seal)

DULY ACKNOWLEDGED AND SUBSCRIBED TO BEFORE ME THIS THE 9 DAY OF July 1951

Buena Vance
NOTARY PUBLIC

My Commission Expires 1-25-52

D. M. A. Docket No. _____
Meadow ~~Mining~~ Mines Mica Company
Avery County, North Carolina

Meadow Mine
Carrie G. Avery Property
Avery County, North Carolina

"A part of the Meadow Mines beginning at a stake called the north east corner at the Meadow Mine Powder house, thence west approximately 800 feet to a stake, thence south 1400 feet to a stake, this line to be a center line between the top tunnel and the bottom tunnel, thus including the middle tunnel and the Jones tunnel in this lease, thence: east to a stake at the forks of the branch below the mica house, thence north to the beginning thus including the lower section of the Meadow Mines on the property now owned by Mrs. Carrie G. Avery, said mine is located on Toe River 1½ miles North of Plumtree, North Carolina."

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Avery County, North Carolina

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Carrie G. Avery Property
Avery County, North Carolina

"A part of the Meadow Mines beginning at a stake called the north east corner at the Meadow Mine Powder house, thence west approximately 800 feet to a stake, thence south 1400 feet to a stake, this line to be a center line between the top tunnel and the bottom tunnel, thus including the middle tunnel and the Jones tunnel in this lease, thence: east to a stake at the forks of the branch below the mica house, thence north to the beginning thus including the lower section of the Meadow Mines on the property now owned by Mrs. Carrie G. Avery, said mine is located on Toe River 1½ miles North of Plumtree, North Carolina."

MF-200
(June 1951)

Docket No. DMA 1903
Commodity _____

UNITED STATES OF AMERICA
DEPARTMENT OF THE INTERIOR
DEFENSE MINERALS ADMINISTRATION

EXPLORATION PROJECT CONTRACT [1]

It is agreed this _____ day of _____, 195___, between the United States of America, acting through the Department of the Interior, Defense Minerals Administration, hereinafter called the "Government," and [2] _____

_____

_____

_____

_____

hereinafter called the "Operator," as follows:

1. *Authority for contract.* This agreement is entered into under the authority of the Defense Production Act of 1950, pursuant to Mineral Order 5, entitled "Regulations Governing Government Aid in Defense Exploration Projects."

2. *Operator's property rights.* The exploration project shall be conducted on that certain property situated in the State of _____, County of _____ described as follows: [3] _____

_____

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with respect to which the Operator represents and undertakes: [4]

(*a*) That he is the sole owner, in possession and entitled to possession, and that the property is subject only to the following claims, liens, or encumbrances as to each of which the subordination agreement of the holder is attached: _____

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_____

(*b*) That he is a lessee, in possession and entitled to possession, and the subordination agreement of the lessor is attached.

3. *Exploration project.* The Operator, within _____ days from the date of this contract shall commence work on a project of exploration for [5] _____; shall prosecute the work efficiently, expertly, in a workmanlike manner, in accordance with good mining standards, with suitable and adequate equipment, materials, and labor, all properly designed to bring the project to completion within a period of [6] _____ from the date of this contract. The exploration project and the work to be performed are more fully described on Exhibit "A" attached hereto, which, with any maps or drawings thereto attached, is made a part of this contract.

4. *Performance of the work.* The work shall be performed by the Operator, under his sole direction and control: *Provided,* That with the consent of the Government and its written approval of the contract or contracts, all or any part of the work may be performed by the Operator through contract or contracts with independent contractors. The Government shall have the right to enter and observe and inspect the work at all reasonable times, and the Operator shall provide the Government with all available means for doing so. The Government may consult with and advise the Operator on all phases of the work.

5. *Fixtures and improvements.* The Operator shall devote the land and all existing improvements, facilities, buildings, installations, and appurtenances to the purposes of the exploration project without any allowance for the use, rental value, depreciation, depletion, or other cost of acquiring, owning, or holding possession thereof. Any additional facilities, buildings, and fixtures, to be purchased, installed, or erected by the Operator, with the estimated cost of each, to which the Government will contribute currently its agreed pro rata share, are listed in Exhibit "A" attached hereto. The difference between the cost of such additional facilities, buildings, or fixtures, and the salvage value thereof at the conclusion of the work, shall be charged as a cost of the project to which the Government has contributed its pro rata share.

6. *Operating equipment.* Any operating equipment to be rented, purchased, or furnished by the Operator, with the allowable rental, purchase price, or depreciation, as the case may be, is listed under appropriate headings in Exhibit "A" attached hereto. As to equipment purchased for the project, the Government will contribute its agreed pro rata share of the cost thereof, and the difference between the cost and the salvage value at the conclusion of the work shall be charged as a cost of the project to which the Government has contributed its pro rata share.

[1] If sufficient space is not provided in any blank, use an extra sheet of paper and refer to it in the blank.
[2] State name, address, and nature of organization if any.
[3] Give legal description or enough to identify the property.
[4] Strike out the provision not applicable.
[5] Name of mineral.
[6] Not in excess of 2 years.

7. *Title to and disposition of property.* All facilities, buildings, fixtures, equipment, or other items costing more than $50 each, paid for or purchased with funds contributed jointly by the Operator and the Government, shall belong to the Operator and the Government jointly, in proportion to their respective contributions, and upon the termination of the contract, if they have any salvage value, shall be disposed of for their joint account unless the Government, in writing, waives its interest in any such items. The Government may require the dismantling, severance from land, and removal of any such items in order to realize its interest in the salvage value thereof, and the cost of any such removal and of the disposal of the items shall be for the joint account of the parties in proportion to their respective interests.

8. *Labor and supervision.* An itemized schedule of labor, by numbers and classes (miners, muckers, millmen, etc.), and of supervisors, by numbers and positions, with the maximum wages or salaries that may be paid to each as an allowable cost of the project is set forth in Exhibit "A" attached hereto.

9. *Rehabilitation and repairs.* A statement of the cost of any necessary rehabilitation or repairs to put existing facilities, buildings, installations, and fixtures into useful and operable condition and which are to be allowed as costs of the project is included in Exhibit "A."

10. *Allowable costs of the project.* The costs of the project in which the Government will participate are limited to the necessary, reasonable, direct costs of performing the exploration work, including the costs of materials, supplies, engineering, power, water, analytical work, accounting, and utilities, including items of equipment costing less than $50 each; and the costs referred to in Articles 5, 6, 8, and 9, and the exhibits annexed to and referred to in this contract. Although the Government may pay part of the cost of new or additional facilities, structures, buildings, and equipment, only the depreciation on such items, computed as indicated in Articles 5 and 6, will be charged as a cost of the project. No items of general overhead, corporate management, interest, taxes, or any other indirect costs not expressly allowed by these provisions, or work performed or costs incurred before the date of this contract, shall be allowed as costs of the project in which the Government will participate.

11. *Accounts and audits.* The Operator shall keep suitable records and accounts of operations, which the Government may inspect and audit at any time. The Government may at any time require an audit of the Operator's records and accounts by a certified public accountant, the cost thereof to be treated as a cost of the project. The Operator shall keep and preserve said records and accounts for at least 3 years after the completion of the project or the termination of this contract.

12. *Progress reports.* The Operator shall provide the Government with monthly reports of work performed under the contract upon forms to be provided by the Government. Each monthly progress report shall bear the certification of the Operator and shall constitute the Operator's invoice of costs incurred on the project during the period covered by the report.

13. *Payment to the Operator.* The monthly progress report (invoice), to the extent approved by the Government, shall be processed for payment by the Government. Payment shall be made in the amount of _____ percent of the approved costs incurred; *Provided,* That the aggregate total of all sums paid by the Government under this agreement shall not exceed $_____, which is _____ percent of the agreed estimated total cost of this project, $_____.

14. *Final reports by Operator.* Upon completion of the project or termination of this contract, the Operator shall provide the Government with a comprehensive geologic and engineering report, including an estimate of ore reserves, to the best of his ability. Four copies of all reports shall be furnished to the Government.

15. *Repayment by Operator.* If, upon the completion of the exploration project or termination of the contract, the Government considers that a discovery or development has resulted from the work from which commercial production of ore may be made, the Government, within 6 months thereafter, shall so certify to the Operator, particularly describing and delimiting its estimate of the discovery or the development. Thereafter, if and as ore is produced as a result of such discovery or development, the Operator and his successor in interest shall be and become obligated to pay to the Government a percentage royalty on the net smelter returns or other net proceeds realized from such ore, concentrates, or metal produced within ten (10) years from the date of this contract, until the total amount contributed by the Government, without interest, is fully repaid or said 10 years have elapsed, whichever occurs first, as follows:

Of net smelter returns or other net proceeds not in excess of eight dollars ($8.00) per ton of ore: One and one-half (1½) percent.

Of net smelter returns or other net proceeds in excess of eight dollars ($8.00) per ton of ore: One and one-half (1½) percent, plus one-half (½) percent for each additional full fifty cents ($0.50) in excess of eight dollars ($8.00) per ton of ore, but not in excess of a maximum of five (5) percent.

This obligation to repay from net returns or proceeds shall be and remain a claim and lien upon the mineral deposit which is the subject of the exploration project and upon any production resulting from such discovery or development, in favor of the Government, until fully paid, or until said 10-year period has elapsed; and this claim and lien and the Government's right to repayment shall survive any termination of the contract, whether by completion of the exploration project or otherwise. This article is not to be construed as imposing any obligation on the Operator or his successor in interest to produce ore from any such discovery or development.

16. *No assignment of contract.* Without the written consent of the Government, the Operator shall not assign or otherwise transfer or hypothecate this contract or any rights thereunder.

17. *Termination and completion.* The Government may, at any time, by written notice to the Operator, terminate this contract: (*a*) If the Operator fails to provide his share of the money necessary to prosecute operations pursuant to the terms of the contract; (*b*) if the Operator, in the opinion of the Government, fails to prosecute operations pursuant to the terms of the contract; or (*c*) if in the opinion of the Government, operations up to the time of the notice have not indicated the probability of making any worthwhile discovery and in the opinion of the Government further operations are not justified. Upon the completion of the project or any termination of the contract the Operator shall render to the Government a full and final accounting of his operations under the contract and his expenditures of money; shall dispose of any unused materials, supplies, and equipment for the joint account of the Operator and the Government in the proportion of their respective interests; and shall pay to the Government its pro-rata share of any money remaining.

Executed in sextuplicate the day and year first above written.

THE UNITED STATES OF AMERICA

By _____

Meadow King Mica Company
(Operator)

By W. Walter Avery

President

U. S. GOVERNMENT PRINTING OFFICE 16—64066-2

MF-200
(June 1951)

Docket No. DMA 1903

Commodity _____

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DEPARTMENT OF THE INTERIOR
DEFENSE MINERALS ADMINISTRATION

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Executed in sextuplicate the day and year first above written.

THE UNITED STATES OF AMERICA

By _____

Meador Nine Mice Company
(Operator)

By W. Walter Amery

President

U. S. GOVERNMENT PRINTING OFFICE 16—64066-2

MF-200
(June 1951)

Docket No. DMA 1903

Commodity _____

UNITED STATES OF AMERICA
DEPARTMENT OF THE INTERIOR
DEFENSE MINERALS ADMINISTRATION

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It is agreed this _____ day of _____, 195___, between the United States of America, acting through the Department of the Interior, Defense Minerals Administration, hereinafter called the "Government," and [2] _____

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Executed in sextuplicate the day and year first above written.

THE UNITED STATES OF AMERICA

By .....

Meadow Mine Mica Company
(Operator)

By W. Walter Avery

President

U. S. GOVERNMENT PRINTING OFFICE 16—64066-2

MF-200
(June 1951)

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Commodity _____

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3. *Exploration project.* The Operator, within _____ days from the date of this contract shall commence work on a project of exploration for [5] _____; shall prosecute the work efficiently, expertly, in a workmanlike manner, in accordance with good mining standards, with suitable and adequate equipment, materials, and labor, all properly designed to bring the project to completion within a period of [6] _____ from the date of this contract. The exploration project and the work to be performed are more fully described on Exhibit "A" attached hereto, which, with any maps or drawings thereto attached, is made a part of this contract.

4. *Performance of the work.* The work shall be performed by the Operator, under his sole direction and control: *Provided,* That with the consent of the Government and its written approval of the contract or contracts, all or any part of the work may be performed by the Operator through contract or contracts with independent contractors. The Government shall have the right to enter and observe and inspect the work at all reasonable times, and the Operator shall provide the Government with all available means for doing so. The Government may consult with and advise the Operator on all phases of the work.

5. *Fixtures and improvements.* The Operator shall devote the land and all existing improvements, facilities, buildings, installations, and appurtenances to the purposes of the exploration project without any allowance for the use, rental value, depreciation, depletion, or other cost of acquiring, owning, or holding possession thereof. Any additional facilities, buildings, and fixtures, to be purchased, installed, or erected by the Operator, with the estimated cost of each, to which the Government will contribute currently its agreed pro rata share, are listed in Exhibit "A" attached hereto. The difference between the cost of such additional facilities, buildings, or fixtures, and the salvage value thereof at the conclusion of the work, shall be charged as a cost of the project to which the Government has contributed its pro rata share.

6. *Operating equipment.* Any operating equipment to be rented, purchased, or furnished by the Operator, with the allowable rental, purchase price, or depreciation, as the case may be, is listed under appropriate headings in Exhibit "A" attached hereto. As to equipment purchased for the project, the Government will contribute its agreed pro rata share of the cost thereof, and the difference between the cost and the salvage value at the conclusion of the work shall be charged as a cost of the project to which the Government has contributed its pro rata share.

[1] If sufficient space is not provided in any blank, use an extra sheet of paper and refer to it in the blank.
[2] State name, address, and nature of organization if any.
[3] Give legal description or enough to identify the property.
[4] Strike out the provision not applicable.
[5] Name of mineral.
[6] Not in excess of 2 years.

7. *Title to and disposition of property.* All facilities, buildings, fixtures, equipment, or other items costing more than $50 each, paid for or purchased with funds contributed jointly by the Operator and the Government, shall belong to the Operator and the Government jointly, in proportion to their respective contributions, and upon the termination of the contract, if they have any salvage value, shall be disposed of for their joint account unless the Government, in writing, waives its interest in any such items. The Government may require the dismantling, severance from land, and removal of any such items in order to realize its interest in the salvage value thereof, and the cost of any such removal and of the disposal of the items shall be for the joint account of the parties in proportion to their respective interests.

8. *Labor and supervision.* An itemized schedule of labor, by numbers and classes (miners, muckers, millmen, etc.), and of supervisors, by numbers and positions, with the maximum wages or salaries that may be paid to each as an allowable cost of the project is set forth in Exhibit "A" attached hereto.

9. *Rehabilitation and repairs.* A statement of the cost of any necessary rehabilitation or repairs to put existing facilities, buildings, installations, and fixtures into useful and operable condition and which are to be allowed as costs of the project is included in Exhibit "A."

10. *Allowable costs of the project.* The costs of the project in which the Government will participate are limited to the necessary, reasonable, direct costs of performing the exploration work, including the costs of materials, supplies, engineering, power, water, analytical work, accounting, and utilities, including items of equipment costing less than $50 each; and the costs referred to in Articles 5, 6, 8, and 9, and the exhibits annexed to and referred to in this contract. Although the Government may pay part of the cost of new or additional facilities, structures, buildings, and equipment, only the depreciation on such items, computed as indicated in Articles 5 and 6, will be charged as a cost of the project. No items of general overhead, corporate management, interest, taxes, or any other indirect costs not expressly allowed by these provisions, or work performed or costs incurred before the date of this contract, shall be allowed as costs of the project in which the Government will participate.

11. *Accounts and audits.* The Operator shall keep suitable records and accounts of operations, which the Government may inspect and audit at any time. The Government may at any time require an audit of the Operator's records and accounts by a certified public accountant, the cost thereof to be treated as a cost of the project. The Operator shall keep and preserve said records and accounts for at least 3 years after the completion of the project or the termination of this contract.

12. *Progress reports.* The Operator shall provide the Government with monthly reports of work performed under the contract upon forms to be provided by the Government. Each monthly progress report shall bear the certification of the Operator and shall constitute the Operator's invoice of costs incurred on the project during the period covered by the report.

13. *Payment to the Operator.* The monthly progress report (invoice), to the extent approved by the Government, shall be processed for payment by the Government. Payment shall be made in the amount of _____ percent of the approved costs incurred; *Provided,* That the aggregate total of all sums paid by the Government under this agreement shall not exceed $_____, which is _____ percent of the agreed estimated total cost of this project, $_____.

14. *Final reports by Operator.* Upon completion of the project or termination of this contract, the Operator shall provide the Government with a comprehensive geologic and engineering report, including an estimate of ore reserves, to the best of his ability. Four copies of all reports shall be furnished to the Government.

15. *Repayment by Operator.* If, upon the completion of the exploration project or termination of the contract, the Government considers that a discovery or development has resulted from the work from which commercial production of ore may be made, the Government, within 6 months thereafter, shall so certify to the Operator, particularly describing and delimiting its estimate of the discovery or the development. Thereafter, if and as ore is produced as a result of such discovery or development, the Operator and his successor in interest shall be and become obligated to pay to the Government a percentage royalty on the net smelter returns or other net proceeds realized from such ore, concentrates, or metal produced within ten (10) years from the date of this contract, until the total amount contributed by the Government, without interest, is fully repaid or said 10 years have elapsed, whichever occurs first, as follows:

Of net smelter returns or other net proceeds not in excess of eight dollars ($8.00) per ton of ore: One and one-half (1½) percent.

Of net smelter returns or other net proceeds in excess of eight dollars ($8.00) per ton of ore: One and one-half (1½) percent, plus one-half (½) percent for each additional full fifty cents ($0.50) in excess of eight dollars ($8.00) per ton of ore, but not in excess of a maximum of five (5) percent.

This obligation to repay from net returns or proceeds shall be and remain a claim and lien upon the mineral deposit which is the subject of the exploration project and upon any production resulting from such discovery or development, in favor of the Government, until fully paid, or until said 10-year period has elapsed; and this claim and lien and the Government's right to repayment shall survive any termination of the contract, whether by completion of the exploration project or otherwise. This article is not to be construed as imposing any obligation on the Operator or his successor in interest to produce ore from any such discovery or development.

16. *No assignment of contract.* Without the written consent of the Government, the Operator shall not assign or otherwise transfer or hypothecate this contract or any rights thereunder.

17. *Termination and completion.* The Government may, at any time, by written notice to the Operator, terminate this contract: (*a*) If the Operator fails to provide his share of the money necessary to prosecute operations pursuant to the terms of the contract; (*b*) if the Operator, in the opinion of the Government, fails to prosecute operations pursuant to the terms of the contract; or (*c*) if in the opinion of the Government, operations up to the time of the notice have not indicated the probability of making any worthwhile discovery and in the opinion of the Government further operations are not justified. Upon the completion of the project or any termination of the contract the Operator shall render to the Government a full and final accounting of his operations under the contract and his expenditures of money; shall dispose of any unused materials, supplies, and equipment for the joint account of the Operator and the Government in the proportion of their respective interests; and shall pay to the Government its pro-rata share of any money remaining.

Executed in sextuplicate the day and year first above written.

THE UNITED STATES OF AMERICA

By _____

Meadow Mine Mica Company
(Operator)

By W. Walter Avery

President

U. S. GOVERNMENT PRINTING OFFICE 16—64066-2

MF-200
(June 1951)

Docket No. DMA 1903

Commodity _____

UNITED STATES OF AMERICA
DEPARTMENT OF THE INTERIOR
DEFENSE MINERALS ADMINISTRATION

EXPLORATION PROJECT CONTRACT [1]

It is agreed this _____ day of _____, 195___, between the United States of America, acting through the Department of the Interior, Defense Minerals Administration, hereinafter called the "Government," and [2] _____

_____

_____

_____

_____

hereinafter called the "Operator," as follows:

1. *Authority for contract.* This agreement is entered into under the authority of the Defense Production Act of 1950, pursuant to Mineral Order 5, entitled "Regulations Governing Government Aid in Defense Exploration Projects."

2. *Operator's property rights.* The exploration project shall be conducted on that certain property situated in the State of _____, County of _____ described as follows: [3] _____

_____

_____

_____

_____

_____

with respect to which the Operator represents and undertakes: [4]

(*a*) That he is the sole owner, in possession and entitled to possession, and that the property is subject only to the following claims, liens, or encumbrances as to each of which the subordination agreement of the holder is attached: _____

_____

_____

_____

(*b*) That he is a lessee, in possession and entitled to possession, and the subordination agreement of the lessor is attached.

3. *Exploration project.* The Operator, within _____ days from the date of this contract shall commence work on a project of exploration for [5] _____; shall prosecute the work efficiently, expertly, in a workmanlike manner, in accordance with good mining standards, with suitable and adequate equipment, materials, and labor, all properly designed to bring the project to completion within a period of [6] _____ from the date of this contract. The exploration project and the work to be performed are more fully described on Exhibit "A" attached hereto, which, with any maps or drawings thereto attached, is made a part of this contract.

4. *Performance of the work.* The work shall be performed by the Operator, under his sole direction and control: *Provided,* That with the consent of the Government and its written approval of the contract or contracts, all or any part of the work may be performed by the Operator through contract or contracts with independent contractors. The Government shall have the right to enter and observe and inspect the work at all reasonable times, and the Operator shall provide the Government with all available means for doing so. The Government may consult with and advise the Operator on all phases of the work.

5. *Fixtures and improvements.* The Operator shall devote the land and all existing improvements, facilities, buildings, installations, and appurtenances to the purposes of the exploration project without any allowance for the use, rental value, depreciation, depletion, or other cost of acquiring, owning, or holding possession thereof. Any additional facilities, buildings, and fixtures, to be purchased, installed, or erected by the Operator, with the estimated cost of each, to which the Government will contribute currently its agreed pro rata share, are listed in Exhibit "A" attached hereto. The difference between the cost of such additional facilities, buildings, or fixtures, and the salvage value thereof at the conclusion of the work, shall be charged as a cost of the project to which the Government has contributed its pro rata share.

6. *Operating equipment.* Any operating equipment to be rented, purchased, or furnished by the Operator, with the allowable rental, purchase price, or depreciation, as the case may be, is listed under appropriate headings in Exhibit "A" attached hereto. As to equipment purchased for the project, the Government will contribute its agreed pro rata share of the cost thereof, and the difference between the cost and the salvage value at the conclusion of the work shall be charged as a cost of the project to which the Government has contributed its pro rata share.

[1] If sufficient space is not provided in any blank, use an extra sheet of paper and refer to it in the blank.
[2] State name, address, and nature of organization if any.
[3] Give legal description or enough to identify the property.
[4] Strike out the provision not applicable.
[5] Name of mineral.
[6] Not in excess of 2 years.

7. *Title to and disposition of property.* All facilities, buildings, fixtures, equipment, or other items costing more than $50 each, paid for or purchased with funds contributed jointly by the Operator and the Government, shall belong to the Operator and the Government jointly, in proportion to their respective contributions, and upon the termination of the contract, if they have any salvage value, shall be disposed of for their joint account unless the Government, in writing, waives its interest in any such items. The Government may require the dismantling, severance from land, and removal of any such items in order to realize its interest in the salvage value thereof, and the cost of any such removal and of the disposal of the items shall be for the joint account of the parties in proportion to their respective interests.

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10. *Allowable costs of the project.* The costs of the project in which the Government will participate are limited to the necessary, reasonable, direct costs of performing the exploration work, including the costs of materials, supplies, engineering, power, water, analytical work, accounting, and utilities, including items of equipment costing less than $50 each; and the costs referred to in Articles 5, 6, 8, and 9, and the exhibits annexed to and referred to in this contract. Although the Government may pay part of the cost of new or additional facilities, structures, buildings, and equipment, only the depreciation on such items, computed as indicated in Articles 5 and 6, will be charged as a cost of the project. No items of general overhead, corporate management, interest, taxes, or any other indirect costs not expressly allowed by these provisions, or work performed or costs incurred before the date of this contract, shall be allowed as costs of the project in which the Government will participate.

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14. *Final reports by Operator.* Upon completion of the project or termination of this contract, the Operator shall provide the Government with a comprehensive geologic and engineering report, including an estimate of ore reserves, to the best of his ability. Four copies of all reports shall be furnished to the Government.

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Of net smelter returns or other net proceeds not in excess of eight dollars ($8.00) per ton of ore: One and one-half (1½) percent.

Of net smelter returns or other net proceeds in excess of eight dollars ($8.00) per ton of ore: One and one-half (1½) percent, plus one-half (½) percent for each additional full fifty cents ($0.50) in excess of eight dollars ($8.00) per ton of ore, but not in excess of a maximum of five (5) percent.

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Executed in sextuplicate the day and year first above written.

THE UNITED STATES OF AMERICA

By _____

Meadow Mine Mica Company
(Operator)

By W Walter Avery

President

U. S. GOVERNMENT PRINTING OFFICE 16—64066-2

MF-200
(June 1951)

Docket No. DMA 1903
Commodity _____

UNITED STATES OF AMERICA
DEPARTMENT OF THE INTERIOR
DEFENSE MINERALS ADMINISTRATION

EXPLORATION PROJECT CONTRACT [1]

It is agreed this _____ day of _____, 195___, between the United States of America, acting through the Department of the Interior, Defense Minerals Administration, hereinafter called the "Government," and [2] _____

_____

_____

_____

_____

hereinafter called the "Operator," as follows:

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with respect to which the Operator represents and undertakes: [4]

(*a*) That he is the sole owner, in possession and entitled to possession, and that the property is subject only to the following claims, liens, or encumbrances as to each of which the subordination agreement of the holder is attached: _____

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(*b*) That he is a lessee, in possession and entitled to possession, and the subordination agreement of the lessor is attached.

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Executed in sextuplicate the day and year first above written.

THE UNITED STATES OF AMERICA

Meadow Mine Mica Company
(Operator)

By _____

By W. W. Aiter Query

President

U. S. GOVERNMENT PRINTING OFFICE 16—64066-2

MF-202

LANDLORD'S SUBORDINATION AGREEMENT

KNOW ALL MEN BY THESE PRESENTS:

WHEREAS, the undersigned is the owner in fee simple of that certain parcel of ground in the county of Avery, State of North Carolina, described in a certain Exploration Project Contract dated _____, 195__, between _____, the Lessee of said property, and the United States of America;

NOW, THEREFORE, the undersigned, as Lessor of said property under lease dated July 9, 1951, does by these presents subordinate all of his right, title, and interest under the provisions of said lease to the right, title, and interest of the United States of America under the provisions of said Exploration Project Contract, and agrees that the lien and claim of the United States of America under the provisions of said contract shall be prior to the undersigned's rights to rentals or royalties under the terms of said lease; and

The undersigned further agrees that if said leasehold interest should be surrendered or if said lease should terminate at any time prior to the expiration of the rights of the United States of America under said Exploration Project Contract, the undersigned shall assume and does hereby assume all of the obligations of the Lessee under said Exploration Project Contract to make repayment to the United States of America according to the terms of said contract; and

The undersigned agrees to commit no act, nor assert any claim under judicial process or otherwise that may contravene or conflict with the prior lien and claim of the United States of America under the provisions of said Exploration Project Contract.

This undertaking and covenant shall be binding upon the heirs, successors, and assigns of the undersigned.

Dated this 9th day of July, 195 1

Mrs Carrie G. Avery

U. S. GOVERNMENT PRINTING OFFICE 16—64582-1

MF-202

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The undersigned further agrees that if said leasehold interest should be surrendered or if said lease should terminate at any time prior to the expiration of the rights of the United States of America under said Exploration Project Contract, the undersigned shall assume and does hereby assume all of the obligations of the Lessee under said Exploration Project Contract to make repayment to the United States of America according to the terms of said contract; and

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This undertaking and covenant shall be binding upon the heirs, successors, and assigns of the undersigned.

Dated this 9th. day of July, 195 1

/s/ Mrs. Carrie G. Avery

U. S. GOVERNMENT PRINTING OFFICE 940768

MF-202

LANDLORD'S SUBORDINATION AGREEMENT

KNOW ALL MEN BY THESE PRESENTS:

WHEREAS, the undersigned is the owner in fee simple of that certain parcel of ground in the county of Avery, State of North Carolina, described in a certain Exploration Project Contract dated _____, 195__, between _____, the Lessee of said property, and the United States of America;

NOW, THEREFORE, the undersigned, as Lessor of said property under lease dated July 9, 1951, does by these presents subordinate all of his right, title, and interest under the provisions of said lease to the right, title, and interest of the United States of America under the provisions of said Exploration Project Contract, and agrees that the lien and claim of the United States of America under the provisions of said contract shall be prior to the undersigned's rights to rentals or royalties under the terms of said lease; and

The undersigned further agrees that if said leasehold interest should be surrendered or if said lease should terminate at any time prior to the expiration of the rights of the United States of America under said Exploration Project Contract, the undersigned shall assume and does hereby assume all of the obligations of the Lessee under said Exploration Project Contract to make repayment to the United States of America according to the terms of said contract; and

The undersigned agrees to commit no act, nor assert any claim under judicial process or otherwise that may contravene or conflict with the prior lien and claim of the United States of America under the provisions of said Exploration Project Contract.

This undertaking and covenant shall be binding upon the heirs, successors, and assigns of the undersigned.

Dated this 9th day of July, 1951

/s/ Mrs. Carrie G. Avery

U. S. GOVERNMENT PRINTING OFFICE 940768

MF-202

LANDLORD'S SUBORDINATION AGREEMENT

KNOW ALL MEN BY THESE PRESENTS:

WHEREAS, the undersigned is the owner in fee simple of that certain parcel of ground in the county of Avery, State of North Carolina, described in a certain Exploration Project Contract dated _____, 195__, between _____, the Lessee of said property, and the United States of America;

NOW, THEREFORE, the undersigned, as Lessor of said property under lease dated July 9, 1951, does by these presents subordinate all of his right, title, and interest under the provisions of said lease to the right, title, and interest of the United States of America under the provisions of said Exploration Project Contract, and agrees that the lien and claim of the United States of America under the provisions of said contract shall be prior to the undersigned's rights to rentals or royalties under the terms of said lease; and

The undersigned further agrees that if said leasehold interest should be surrendered or if said lease should terminate at any time prior to the expiration of the rights of the United States of America under said Exploration Project Contract, the undersigned shall assume and does hereby assume all of the obligations of the Lessee under said Exploration Project Contract to make repayment to the United States of America according to the terms of said contract; and

The undersigned agrees to commit no act, nor assert any claim under judicial process or otherwise that may contravene or conflict with the prior lien and claim of the United States of America under the provisions of said Exploration Project Contract.

This undertaking and covenant shall be binding upon the heirs, successors, and assigns of the undersigned.

Dated this 9th day of July, 1951

/s/ Mrs. Carrie G. Avery

U. S. GOVERNMENT PRINTING OFFICE 940768

MF-202

LANDLORD'S SUBORDINATION AGREEMENT

KNOW ALL MEN BY THESE PRESENTS:

WHEREAS, the undersigned is the owner in fee simple of that certain parcel of ground in the county of Ivory, State of North Carolina, described in a certain Exploration Project Contract dated _____, 195__, between _____, the Lessee of said property, and the United States of America;

NOW, THEREFORE, the undersigned, as Lessor of said property under lease dated July 9, 1951, does by these presents subordinate all of his right, title, and interest under the provisions of said lease to the right, title, and interest of the United States of America under the provisions of said Exploration Project Contract, and agrees that the lien and claim of the United States of America under the provisions of said contract shall be prior to the undersigned's rights to rentals or royalties under the terms of said lease; and

The undersigned further agrees that if said leasehold interest should be surrendered or if said lease should terminate at any time prior to the expiration of the rights of the United States of America under said Exploration Project Contract, the undersigned shall assume and does hereby assume all of the obligations of the Lessee under said Exploration Project Contract to make repayment to the United States of America according to the terms of said contract; and

The undersigned agrees to commit no act, nor assert any claim under judicial process or otherwise that may contravene or conflict with the prior lien and claim of the United States of America under the provisions of said Exploration Project Contract.

This undertaking and covenant shall be binding upon the heirs, successors, and assigns of the undersigned.

Dated this 22 day of July, 195 1

/s/ Mrs. Carrie C. Ivory

U. S. GOVERNMENT PRINTING OFFICE 940768

MF-202

LANDLORD'S SUBORDINATION AGREEMENT

KNOW ALL MEN BY THESE PRESENTS:

WHEREAS, the undersigned is the owner in fee simple of that certain parcel of ground in the county of Avery, State of North Carolina, described in a certain Exploration Project Contract dated _____, 195___, between _____, the Lessee of said property, and the United States of America;

NOW, THEREFORE, the undersigned, as Lessor of said property under lease dated July 9, 1952, does by these presents subordinate all of his right, title, and interest under the provisions of said lease to the right, title, and interest of the United States of America under the provisions of said Exploration Project Contract, and agrees that the lien and claim of the United States of America under the provisions of said contract shall be prior to the undersigned's rights to rentals or royalties under the terms of said lease; and

The undersigned further agrees that if said leasehold interest should be surrendered or if said lease should terminate at any time prior to the expiration of the rights of the United States of America under said Exploration Project Contract, the undersigned shall assume and does hereby assume all of the obligations of the Lessee under said Exploration Project Contract to make repayment to the United States of America according to the terms of said contract; and

The undersigned agrees to commit no act, nor assert any claim under judicial process or otherwise that may contravene or conflict with the prior lien and claim of the United States of America under the provisions of said Exploration Project Contract.

This undertaking and covenant shall be binding upon the heirs, successors, and assigns of the undersigned.

Dated this 9th day of July, 195[illegible]

/s/ Mrs. Carrie C. Perry

U. S. GOVERNMENT PRINTING OFFICE 940768

Exhibit J

UNITED STATES DEPARTMENT OF THE INTERIOR
GEOLOGICAL SURVEY
IN COOPERATION WITH
NORTH CAROLINA DEPARTMENT OF CONSERVATION AND DEVELOPMENT

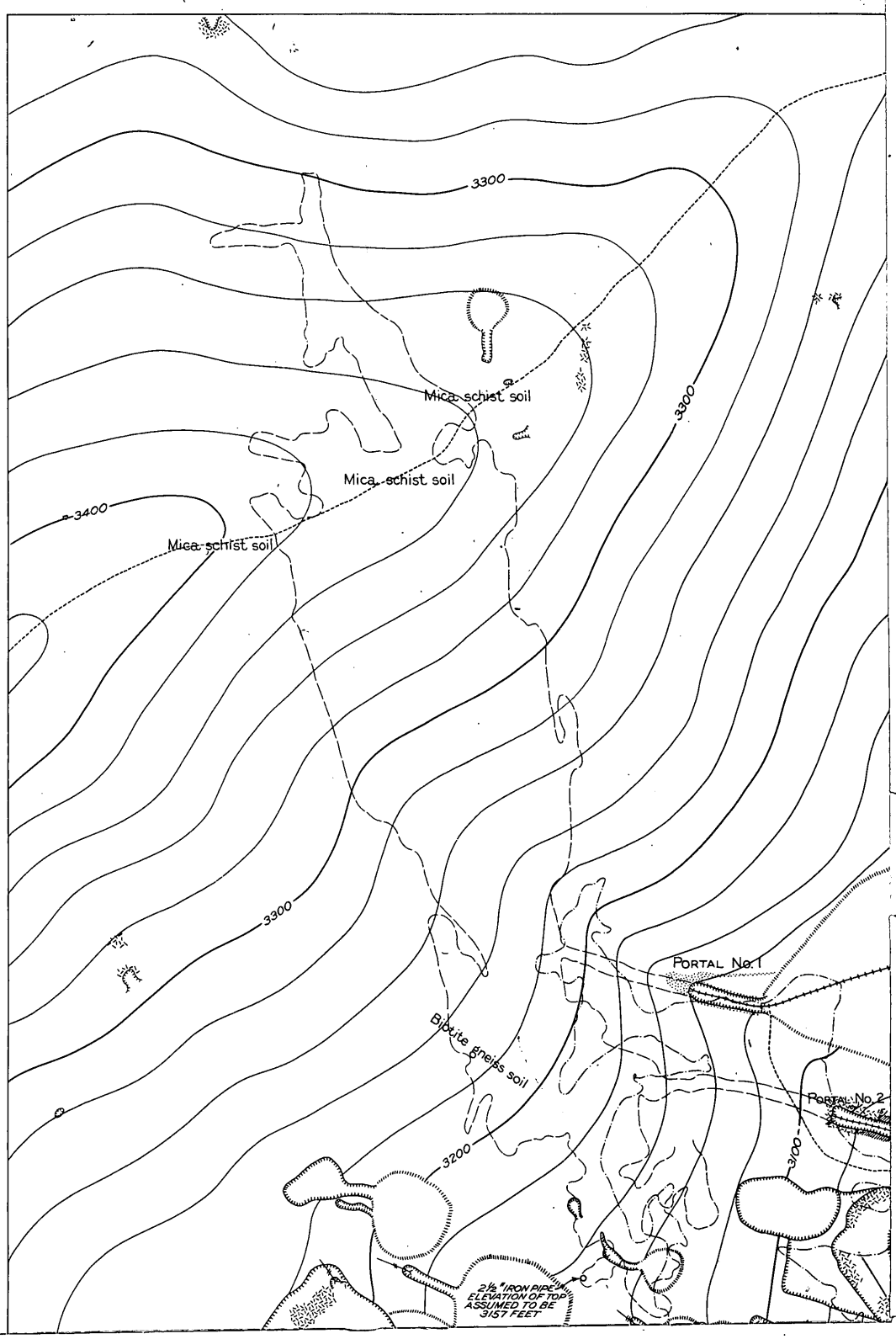
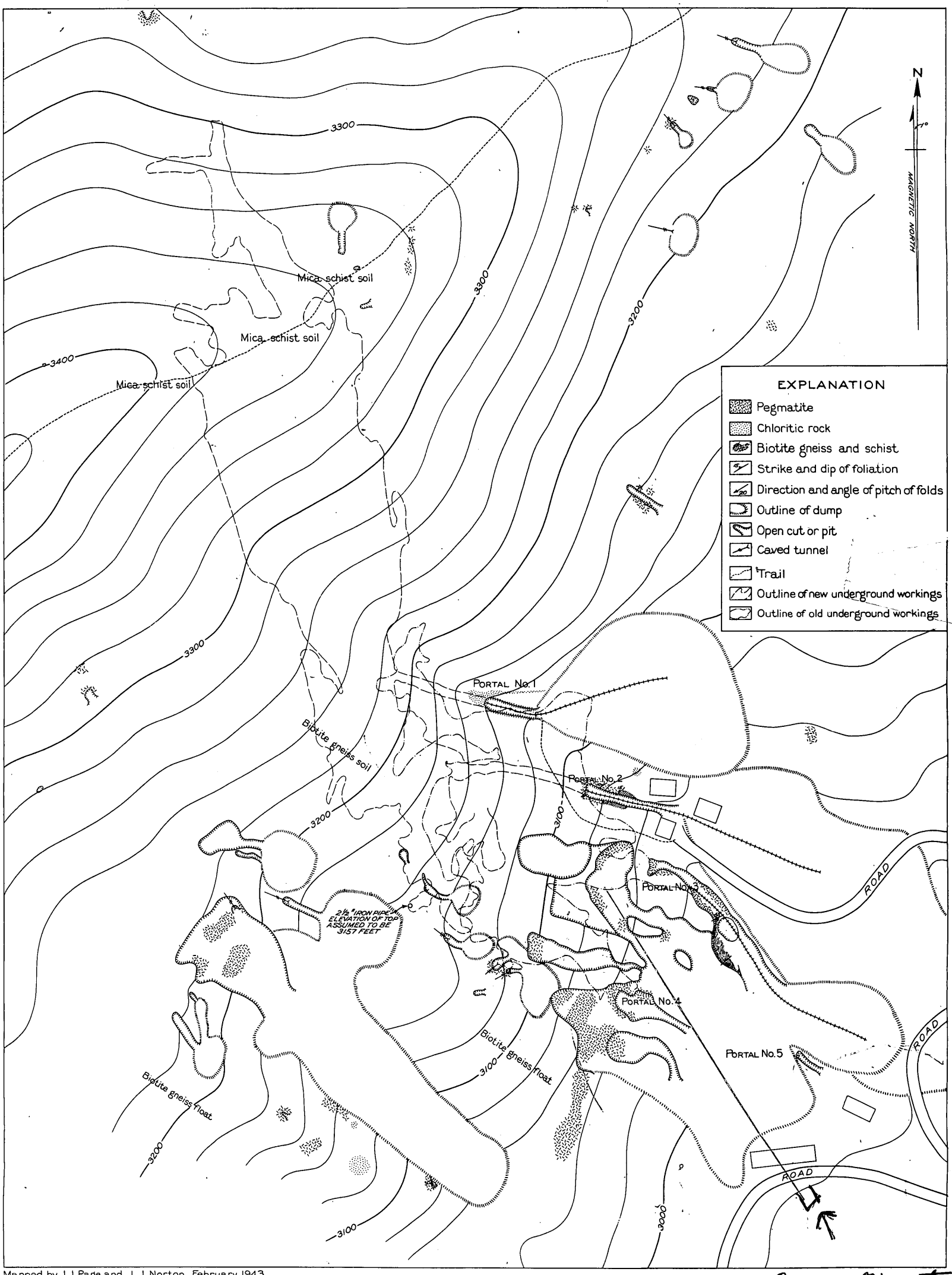


Exhibit J

UNITED STATES DEPARTMENT OF THE INTERIOR
GEOLOGICAL SURVEY
IN COOPERATION WITH
NORTH CAROLINA DEPARTMENT OF CONSERVATION AND DEVELOPMENT

STATE BULLETIN 43, PLATE 6



Mapped by J.J. Page and J. J. Norton, February 1943

MAP OF THE MEADOW MINE

Avery County, N.C.

0 25 50 100 Feet

Contour interval 20 feet - datum assumed

Exploration tunnel
400 feet long

Form MF-103
(April 1951)

U. S. DEPARTMENT OF THE INTERIOR
DEFENSE MINERALS ADMINISTRATION

Budget Bureau No. 42-R1035.
Approval expires 6-30-51.

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

DO NOT FILL IN THIS BLOCK

Docket No. dma-1903

Date received 7/31/51

Participation

DEPARTMENT OF THE INTERIOR
Defense Minerals Administration
Received
JUL 31 1951
Mineral Resources Bureau
Executive Secretary

Meadow Mine Mica Company
c/o W. Waites Avery, President
Plumtree, North Carolina

Name and address of applicant

Date July 31, 1951

FILL IN THIS BLOCK

Date of application July 31, 1951

Estimated cost

Mineral or metal Strategic Mica

Percentage of Government participation 90%

Location of mine See Exhibit K

Date of filing MF-100 not filed

DMA Docket Number, if available

INSTRUCTIONS

Read Mineral Order 5, Regulations Governing Government Aid in Defense Projects, before completing this application. Submit four signed copies of the application to Defense Minerals Administration, Department of the Interior, Washington 25, D. C., or to the nearest field executive officer thereof, with your name and address on each sheet of the application and all accompanying papers. If any question is inapplicable, or if you cannot answer it, so state on the form. Where the space provided for answer is insufficient, answer on a separate sheet, annex it to the application form, and refer to it in space for answer. If the application is approved, you will be presented with an exploration project contract on Form MF-200, for your signature.

THE APPLICANT

*1. Is applicant an individual, partnership, or corporation?
*2. If a partnership, state names and addresses of partners.
*3. If a corporation, state names and addresses of officers, directors, and five largest stockholders.
*4. Describe the mining and general business experience of (*a*) the applicant, and (*b*) the person or persons who will manage the project.
*5. Are you the owner or the lessee of the property?
6. If owner, state what claims, liens, or encumbrances, if any, are against the property.
7. If lessee, attach a copy of the lease and state if it is in good standing.

NOTE.—It will be necessary to procure and attach to the exploration project contract agreements of claimants, lienors, encumbrances and lessors subordinating their interests in the property to the interest of the Government under the contract.

8. Furnish current financial statement, showing assets and liabilities, and a profit and loss statement.
9. How much money is applicant prepared to invest in proposed project? Is it sufficient to pay your part of the cost of the project as detailed in question 23 of this application form, in accordance with the regulations on Government participation (Section 9 of Mineral Order 5)?

*If you have already answered these questions on MF-100, you are not required to answer the questions for this application.

16—64067-1

THE PROPERTY

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

    NOTE.—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 (*b*) 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.

*11. State the present and former names of the property, if any.

*12. State, in detail, the location of the property with reference to towns, railroads, roads, shipping points, including distances and directions and kinds and conditions of roads.

*13. State source and quantity of water available for operations and its sufficiency at all seasons.
State amount of power to be used, rate per hour or other cost, and source.

*14. Describe any existing useable facilities, equipment, buildings, or structure now on the property that will be devoted to the exploration work.

15. State in detail how the ore could be shipped and how and where milled.

*16. History:
    (*a*) Give a statement, as complete as possible, of previous exploration, development, operation, and production of property, with reasons for any past suspensions of operations.
    (*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.

*17. Production:
    (*a*) If mine is in production, furnish the following information:

	Tons per day	*Grade or analysis*	*Cost per ton*	*Net value per ton*
(1) Mining				
(2) Milling				
(3) Shipped or sold				

*18. Ore or mineral reserves: (If property is or has been operating.)
    (*a*) Describe the ore or mineral deposits briefly.
    (*b*) Submit available maps and assay data.
    (*c*) Give estimated tonnage and grade of each class of ore reserves.

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

THE EXPLORATION

20. For what mineral or minerals and for what types of deposits and ores will the exploration be conducted?

21. Describe briefly, but concisely, the proposed work and the estimated time required to complete it.

    NOTE.—The Government will not participate in a project that will require more than 2 years to complete.

22. Furnish statement of the geological basis of the project with particular emphasis on factors leading the operator to expect the finding of commercial ore bodies. This statement should be accompanied by supporting maps such as geological maps, maps of the proposed openings and assay maps, sample lists, and other pertinent data.

THE REQUIREMENTS AND COSTS

23. Tabulate in the form of an itemized statement with a sum for each item the estimated requirements and costs of the project so that the total will give the estimated cost of the project in which the Government will participate, as follows:
    (*a*) Labor, by numbers and classes (miners, muckers, millmen, etc.), with wages of each.
    (*b*) Supervisors, by numbers and positions, with salaries of each.
    (*c*) Cost of necessary repairs to existing facilities, structures, and buildings.
    (*d*) Cost of necessary installation or construction of additional facilities, structures, and buildings.
    (*e*) Cost of items of equipment, not now owned by the applicant which must be purchased for operations at a cost of $50 or more each.
    (*f*) Cost of rental for equipment which the operator proposes to rent.
    (*g*) Rental value of items of equipment which the operator now owns and which will be devoted to the work.
    (*h*) Cost of materials and supplies, including items of equipment costing less than $50 each.
    (*i*) Cost of power, water, utilities, and any other items not provided for above.

24. Furnish a time schedule of the project, stated in terms of months after project is approved, showing progress expected to be accomplished and the money expected to be spent.

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.

Meadow Mine Mica Company
(Name of company)

By /s/ W. Waites Avery
(Signature of authorized official)

July 31, 1951
(Date)

President
(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.

*Same as footnote on page 1.

16—64067-1 U. S. GOVERNMENT PRINTING OFFICE

Form MF 103

Defense Minerals Administration

Meadow Mine Mica Company
c/o W. Waites Avery
Plumtree, North Carolina

Meadow Mine
On Toe River 1½ miles
North of
Plumtree, N. C.

1. Corporation. See Exhibit A

2. Not a partnership

3. See page 3 of Exhibit A

4.

W. Waites Avery	President	See Exhibit B
Lewie M. Aldridge	Vice Pres.	Exhibit C
Buena A. Vance	Secty-Treas.	Exhibit D
Frank W. Phillips	Stockholder	Exhibit E
Clingham W. Ellis	Stockholder	Exhibit F
Samuel W. Thompson	Stockholder	Exhibit G

5. Lessee. See Exhibit H

6. Not owner

7. Lease is in good standing. See Exhibit H
   Note: Subordination forms which have been signed are attached to original file at Exhibit I.

9. Applicant will invest equipment to the value of 10% of contract amount or will supply 10% of the cash at the option of DMA.

10. (a) Legal description of property is set forth in lease which is attached as Exhibit H.

    (b) Exploration is to be conducted by means of a tunnel 400 feet long as indicated on a U.S.G.S. map of the mine which is attached as Exhibit J. Repayment to be made on all ore removed by means of said tunnel.

11. Known for the past several decades as Meadow Mine.

12. Approximately 1½ miles north of Plumtree, North Carolina, on the Toe River.

13. Strategic sheet mica mine. No water needed as no flow milling operations are anticipated.

14. Tool shed, fuel storage tank, oil drums.

15. Ore will not be milled. Mica books will be sheeted and rifted at mine site. Sheets will be sold to nearest government purchasing depot under mica purchase program if one is adopted. If not, sheeted mica will be trucked to fabricators in Spruce Pine. Spruce Pine is 16 miles south of the Meadow Mine. Good black top hard surface roads are within ½ mile of mine. Gravel road from hard surface road to mine.

16. Sheet mica from the Meadow Mines has been sold commercially for decades. It produced large quantities during World War II which was sold to Colonial Mica Corp. Local legend has it that more than four million dollars' worth of mica has been marketed from these mines. It is suggested that the DMA field team contact Mr. Robert Guy, Cashier, Newland Bank, Newland, North Carolina, as to the production history of these mines.

17. See answer 16.

18. Mica bearing pegmatite dikes cannot be assayed as to their sheet or strategic grade mica content. These mines have produced large quantities of sheet mica since before 1900. Its production during World War II is a matter of government record in the RFC files.

These mines are now in production at levels higher up the mountain. (Portals # 1 - 5 on map attached as Exhibit J in original copy of application). On each of these levels the mica bearing ore body in each case pitches down from the tunnel floor making present operations very costly. In some instances it is necessary to handle the muck three times by hand before it can be dumped. It must be lifted by an air driven hoist to the tunnel floor, then placed in muck trucks, then hand pushed as much as 1400 feet (Portal #1) before dumping.

It is requested that this exploration tunnel be approved so as to come into the dike at a lower level (below Portal #5) so as to come underneath each of the present known mica bearing ore bodies. It is probable that commercial ore will be contacted before the 400 length is reached.

With this new tunnel, if the present ore bodies are found, mining operations will be greatly simplified. All ore can be shot down into the tunnel and there brought out by muck truck without ever having to lift the ore. Gravity will be utilized instead having to be fought.

19. By undermining the ore bodies with this new tunnel or portal no pumping of water will be necessary. Water will flow naturally in a trench on the side of the tunnel. The saving in pumping equipment and its operation over a period of a few years is a substantial savings compared to present operations in the mines at the higher levels.

20. Strategic Sheet Mica.

21. It is proposed to drive a tunnel 400 feet long at a level below the five that now exist so that gravity can be utilized as a working force in future operations, if the ore bodies are contacted. It is expected to take nine months to complete the project unless commercial ore is contacted before that time.

22. Production possibilities are of record with U. S. Bureau of Mines, U. S. Geological Survey, and RFC files. All of these records show that mica of strategic quality has been removed in large quantities from these mines.

		Per Week	39 Week Total
23. (a)	2 muckers at $45 per week	$ 90	$ 3,510
	1 drill man at $60	60	2,340
	1 blacksmith and hoist operator at $60	60	2,340
(b)	1 supervisor at $75	75	2,925
(c)	None		
(d)	None		
(e)	1 double drum small gas hoist		1,250
	1 105 cubic foot air compressor		3,500
	1 jack hammer		350
	drill steel and bits		500
	800 feet 20 lb rail		600
	1 muck truck		400
	Anvil, shop tools, hand tools, etc.		500
	100 feet 2" pipe		60
	300 feet 1" pipe		90
	400 feet 3" drain pipe		320
	Misc fittings and nipples		50
	50 feet water hose		60
	50 feet air hose		60
(f)	None		
(g)	None		
(h)	None		
(e)	dynamite and caps	100	3,900
	gasoline and oil	50	1,950
	tool steel	37.50	1,500
	carbide	10	390
			$25,495

Note: All equipment must be purchased immediately after exploration contract is approved.

24. It is expected to take nine months or 39 weeks to complete the 400 foot tunnel.

CERTIFICATE OF INCORPORATION

of

Meadow Mine Mica Company

KNOW ALL MEN BY THESE PRESENTS:

That we, the undersigned, have this day voluntarily associated ourselves together for the purpose of forming a corporation under the laws of the State of North Carolina, and do hereby certify:

FIRST: That the name of the said corporation is:

Meadow Mine Mica Company

SECOND: That the purposes for which said corporation is formed are:

(a) To initially engage in the primary business of exploring, prospecting, developing, mining and milling mica and minerals of every character and description.

(b) To purchase or otherwise acquire, to own, hold, lease, sell or otherwise dispose of, deal in and improve real estate, and to mortgage, convey in trust or otherwise encumber the same and to erect, manage, care for, maintain, extend and alter buildings thereon and other improvements.

(c) To purchase or otherwise acquire, to own, hold, lease, sell or otherwise dispose of, deal in and improve real estate, and to mortgage, convey in trust or otherwise encumber or hypothecate the same.

(d) To enter into partnerships or into any arrangement for sharing profits, union of interest, corporation, joint adventure, reciprocal concession, or otherwise, with any person, partnership, firm or corporation, in any business or transaction in which this corporation is authorized to carry on or engage in so as to directly or indirectly benefit this corporation.

(e) To take, acquire by purchase, exchange or otherwise, and to own, hold, deal in, sell or otherwise dispose of, mortgage, hypothecate or otherwise encumber, letters patent and inventions and shares of stock or bonds, and while the owner of said shares to vote the same.

(f) To borrow money and to execute and deliver its secured promissory note or notes or other evidences of indebtedness therefor.

(g) To issue bonds, notes, debentures, certificates, script or other corporate obligations or evidences of debt, and to secure the payment therefor by mortgage, pledge or deed of trust of or upon the whole or any portion of the corporate property, funds, credits and franchises and to sell, pledge or otherwise use or dispose of the same.

(h) To exercise in respect to all such bonds, notes, mortgages, shares of capital stock and other securities and other obligations, any and all rights, powers and privileges of individual owners thereof; including the right to vote upon any shares of stock held by it to the same extent that a natural person might or could do.

(i) To carry on business in states outside of North Carolina and to purchase and hold real and personal property in said states.

(j) To engage in any and all lawful business other than those above specified which may be permitted by any law or laws of the State of North Carolina now in force or hereinafter enacted, and for which no special authorization or permit is necessary.

(k) To do and perform all things whatsoever that shall be necessary or proper for the full and complete execution of the foregoing purposes.

(l) To act as guarantor or surety on contracts, notes, bonds, mortgages, deeds of trust or other securities.

THIRD: That the principal office for the transaction of the business of this corporation is to be located in Plumtree, North Carolina. That the name and address of the agent authorized to accept service on the corporation in the State of North Carolina is W. Waites Avery, Plumtree, North Carolina.

FOURTH: That this corporation is authorized to issue only one class of shares of stock, the total number of which is ~~900~~ 100 shares with no par value.

FIFTH: That the number of directors of said corporation shall be three (3) who must be shareholders and the names and addresses of the persons who are appointed to act as the first directors and to hold office until the selection and qualification of their successors are as follows:

W. Waites Avery	President	Plumtree, North Carolina
Lewis M. Aldridge	Vice Pres.	Plumtree, North Carolina
Buena A. Vance	Secty-Treas.	Plumtree, North Carolina

SIXTH: That the duration of this corporation shall be 100 years; original capital to commence business to be $30.00.

SEVENTH: That the following shares of stock have been subscribed by the incorporators:

W. Waites Avery	17 shares	Plumtree, North Carolina
Lewis M. Aldridge	17 shares	Plumtree, North Carolina
Buena A. Vance	17 shares	Plumtree, North Carolina
Frank W. Phillips	25 shares	Ingalls, North Carolina
Clingham W. Ellis	12 shares	Toscana, North Carolina
Samuel W. Thompson	12 shares	Ingalls, North Carolina

EIGHTH: That the number of persons named above shall constitute the number of directors in the corporation until changed by amendment to the by-laws.

NINTH: Said corporation shall not have the power to levy assessments upon the shares or shareholders thereof.

TENTH: The shareholders of said corporation shall have preemptive rights to subscribe to any and all issues of shares of securities.

IN WITNESS WHEREOF, the persons named herein as directors have hereunto set their hands this 27 day of July, 1957

(S) W. Waites Avery

(S) Lewis Aldridge

(S) Buena A. Vance

(S) Frank W. Phillips

(S) C. W. Ellis

(S) Sam W. Thompson

STATE OF NORTH CAROLINA)
) ss.
MITCHELL COUNTY)

On this 27 day of July, 1951 before me, the undersigned Notary Public in and for the State of North Carolina, residing therein, duly commissioned and sworn, personally appeared
Lewis Aldridge
known to me to be the person whose name is subscribed to the within instrument, and acknowledged to me that he executed the same.

IN WITNESS WHEREOF, I have hereunto set my hand and affixed my official seal in the County of Mitchell, the day and year first hereinabove written.

Alyce Seagle
Notary Public of said County and State

STATE OF NORTH CAROLINA)
) ss.
MITCHELL COUNTY)

On this 27 day of July, 1951 before me, the undersigned Notary Public in and for the State of North Carolina, residing therein, duly commissioned and sworn, personally appeared
W. Walter Avery
known to me to be the person whose name is subscribed to the within instrument, and acknowledged to me that he executed the same.

IN WITNESS WHEREOF, I have hereunto set my hand and affixed my official seal in the County of Mitchell, the day and year first hereinabove written.

Alyce Seagle
Notary Public of said County and State

STATE OF NORTH CAROLINA)
) ss.
MITCHELL COUNTY)

On this 27 day of July, 1951 before me, the undersigned Notary Public in and for the State of North Carolina, residing therein, duly commissioned and sworn, personally appeared
Grover A. Vance
known to me to be the person whose name is subscribed to the within instrument, and acknowledged to me that he executed the same.

IN WITNESS WHEREOF, I have hereunto set my hand and affixed my official seal in the County of Mitchell, the day and year first hereinabove written.

Alyce Seagle
Notary Public of said County and State

STATE OF NORTH CAROLINA)
) ss.
MITCHELL COUNTY)

On this 27 day of July, 1951 before me, the undersigned Notary Public in and for the State of North Carolina, residing therein, duly commissioned and sworn, personally appeared
Frank W. Phillips
known to me to be the person whose name is subscribed to the within instrument, and acknowledged to me that he executed the same.

IN WITNESS WHEREOF, I have hereunto set my hand and affixed my official seal in the County of Mitchell, the day and year first hereinabove written.

(S) Alyce Seagle
Notary Public of said County and State

STATE OF NORTH CAROLINA)
) ss.
MITCHELL COUNTY)

On this 27 day of July, 1951 before me, the undersigned Notary Public in and for the State of North Carolina, residing therein, duly commissioned and sworn, personally appeared
C. W. Ellis
known to me to be the person whose name is subscribed to the within instrument, and acknowledged to me that he executed the same.

IN WITNESS WHEREOF, I have hereunto set my hand and affixed my official seal in the County of Mitchell, the day and year first hereinabove written.

(S) Alyce Seagle
Notary Public of said County and State

STATE OF NORTH CAROLINA)
) ss.
MITCHELL COUNTY)

On this 27 day of July, 1951 before me, the undersigned Notary Public in and for the State of North Carolina, residing therein, duly commissioned and sworn, personally appeared
Sam W. Thompson
known to me to be the person whose name is subscribed to the within instrument, and acknowledged to me that he executed the same.

IN WITNESS WHEREOF, I have hereunto set my hand and affixed my official seal in the County of Mitchell, the day and year first hereinabove written.

(S) Alyce Seagle
Notary Public of said County and State

W. WAITES AVERY

W. Waites Avery was born in Avery County, North Carolina, near the town of Plumtree, which is approximately nine miles from Spruce Pine the center of the mica industry in North Carolina.

He was graduated from the Cranberry High School, Avery County, North Carolina, in 1931, and for the next three years worked in various mines in Avery and Mitchell Counties. During the years 1934 - 1948 he mined the Charles Rock Mine in Avery County, and in 1939 he became lessee of the Meadow Mine and has operated it sucessfully up to just a few months ago. He had to abandon the operation of the Meadow Mine due to the low price of mica at that time and due to the tunnels into the mine present are so long that it was uneconomical to haul the waste the 800 to 1400 feet of their length.

He has sold mica to the Asheville Mica Company, the Eugene-Munsel Mica Company, the Carpenter-Phillips Mica Company, and the Tarheel Mica Company.

* * * * * *

References:

Lin Carpenter, Carpenter-Phillips Mica Company
Spruce Pine, North Carolina
B. G. Thomas,
Baker Furniture Company, Spruce Pine, N. C.
D. T. Vance,
Plumtree, North Carolina

LEWIE M. ALDRIDGE

Lewie M. Aldridge was born at Hughes, Avery County, North Carolina, December 30, 1914. He attended grammar school in Avery County, and was graduated from Crossnore High School in 1934. In 1935 he completed one year of post graduate work in the commercial business school of the Crossnore High School.

During the years 1936 to 1941 he was an automobile salesman for J. L. Baker in Spruce Pine, North Carolina. In 1941 he commenced his mining operations which last through the Colonial Mica purchase period. They were as follows:

1942 - 1946	He was one of two partners in the partnership of W. S. Flint and Lewie Aldridge which mined "Lincoln Rock" on the Avery estate in Avery County, North Carolina.
1942 - 1946	The same partnership of Flint and Aldridge operated Hawkins Mine at Sandy Ridge, in Stokes County, N. C.
1943 -	As an individual, he operated the "Long Cut" Mine on the Bailey Property in Mitchell County.
1944 - 1946	He was one of three partners in the partnership of Lewie Aldridge, Thomas P. Dillinger and W. S. Flint. which operated the "Long Cut" Mine.
1946 - until present	He has mined the Harry Knight Mine at Stoneville, Virginia.

In addition to his mining operations, Mr. Aldridge during the years 1947 to 1948 operated a used car lot in Spruce Pine, North Carolina. In 1949 he became a partner with C. W. Greene, and the partnership of Aldridge and Greene now engaged in the selling of Ford cars and trucks through their dealership and operate a Texaco service station.

* * * * * *

References:

Bill Lee, Cashier,
Northwestern Bank, Spruce Pine, N. C.
E. C. Guy, President,
Avery County Bank, Newland, N. C.
Ray Dent, Manager,
Diamond Mica Company, Spruce Pine, N. C.

BUENA A. VANCE

Buena A. Vance is the daughter of W. Waites Avery, Sr., of Plumtree, North Carolina, who was a mine operator and owner of Meadow Mine all his life.

She finished preparatory school at Davenport College, Lenoir, North Carolina, and was graduated with a secretarial diploma from High Point College, High Point, North Carolina, in 1931.

In 1933 she married J. C. Vance of Avery County, North Carolina, who has been a miner most of his life. She has kept books for the Avery heirs from the time of her father's death in 1928 until the present time, she is also employed at present as a bookkeeper for the Aldridge-Greene Motor Company, Spruce Pine, North Carolina.

Her mining experience and her ability as a successful miner is known throughout the Spruce Pine area. Her mining history is as follows:

1939 - 1943 Sublessee on a portion of the Meadow Mine.
1941 - 1945 Lessee Double Head Mine.
1941 - 1945 Lessee Powder Mill Roughs Mine.
1942 - 1946 Lessee Lincoln Rock No. 3.

She has sold mica to:

Asheville Mica Company
Spruce Pine Mica Company
Colonial Mica Company
Eugene-Munsel Mica Company

* * * * * *

References:

Robert Guy, President,
Newland Bank, Newland, N. C.
Dr. Charles Peterson,
Spruce Pine, N. C.
Roy Welds, Superintendent
Harris Clay Company, Kalmia, N. C.

FRANK PHILLIPS

Frank Phillips was born January 9, 1909, at Ingalls, North Carolina, and for the remainder of his life, except for his college studies has lived in the Spruce Pine district. He was graduated from the Cranberry, North Carolina, High School in 1927. He then attended Appalachian State Teachers College at Boone, North Carolina until 1929, at which time he entered Georgia Tech at Atlanta, Georgia. Upon completion of his junior year, in 1930, he returned to Ingalls to farm with his father for the next six years.

In off farming seasons commencing in 1933 to 1936, he operated a sawmill by himself employing from three to seven persons. In 1936 he obtained a mining lease on the Gusher Knob Mine and mined it for several years. His mining history during the Colonial purchasing days is well-known by his associates as his operations included some of the largest producing mines within the Spruce Pine district. His operations included:

1942 - 1946	He was one of three partners in the partnership of W. S. Thompson, C. R. Phillips and Frank W. Phillips in the Moulton Mine.
1943 - 1946	The partnership of Frank Phillips, D. T. Vance, T. B. Vance, Jr., Clarence Aldridge and Robert Guy operated the Double Head Mine. This large mining operation employed up to twenty persons and is well-known for its high production.
1943 - 1947	He was one of two partners in the partnership of C. R. Phillips and Frank Phillips in the operation of the Dugger Mine on the property held by Robert Guy and D. T. Vance in Avery County. This mining operation was comparatively small using only five to eight employees.

In 1948 Frank Phillips became one of the organizers and later president of the Mitchell Lumber Company of which he now holds 50 percent of its stock. This lumber company is one of the largest within its area.

* * * * * *

References:

Robert Guy, Cashier,
Avery County Bank, Newland, N. C.
Ed Fortner, President,
Mitchell Finance Corporation, Spruce Pine, N. C.
Baxter Johnson, electrical contractor,
Spruce Pine, N. C.

CLINGHAM W. ELLIS

Clingham W. Ellis was born March 17, 1914, at Toecane, Route 1, North Carolina. Toecane is approximately twenty miles from Spruce Pine the center of the mica industry in North Carolina.

He attended grammar school at Bakersville, North Carolina, until 1929, the time of his father's death. At that time he had completed the eighth grade, and has not had the opportunity to further his formal education. He farmed his deceased father's farm from 1929 to 1933, and during the depression he worked at the C.C.C. Camp No. 14 at Smokey Mountain Park.

From 1934 to 1939 he was employed by the State Highway Commission, first as a laborer and later as a foreman, on its bridge building crew.

He mining experience from 1940 to 1948 was interrupted during the years 1942 to 1943 while he was employed as a watchman for the Devolt Safe and Lock Company, Canton, Ohio.

His mining experiences are:

1940 - 1941 Partnership of himself and Aud Grindstaff on the J. E. Ellis Property in Mitchell County, N. C.

1944 Partnership of himself and Earl Shuford, Roberson Mine, near the Sink Hole Mine, Mitchell County, N. C.

1945 Partnership of himself and Ernest Johnson, Bear Creek Mine, on the property of the Bailey heirs, Flat Rock, Mitchell County, N. C.

After the fall of the price of mica in 1945 he commenced his present business of saw mill operation and lumber sales, which are listed as follows:

1947 - 1948 Owned and operated saw mill at Snow Creek, N. C., where he employed from six to seven persons.

1949 - Became a partner with Frank Phillips in the saw mill business, and later associated with Frank Phillips, Samuel W. Thompson to form the Mitchell Lumber Company, a corporation. This lumber Company is now one of the largest in the Tri-County, Avery-Mitchell-Yancey, area.

* * * * * *

References:

Fletcher O. Phillips,
Spruce Pine, N. C.
O. V. Coulter, Partner,
Phillips and Coulter, Spruce Pine, N. C.
Charles Slagle, Postman,
Toecane, Route 1, N. C.

SAMUEL W. THOMPSON

Samuel W. Thompson was born September 26, 1915, at East Point, a suburb of Atlanta, Georgia. His parents had previously lived in the Spruce Pine district of North Carolina, and in Mr. Thompson's infancy they returned to Elk Park, North Carolina, where they lived the remainder of their lives.

Mr. Thompson was graduated from the Cranberry, North Carolina, High School in 1932, and due to the lack of employment during this depression era he attended the Appalachian State College at Boone, North Carolina, so as to prepare himself for a teacher's career. There he majored in mathematics and physical education.

In 1935 he joined his father in the business of plumbing and heating contracting at Elk Park, North Carolina. But in 1936 he commenced his mining operations by obtaining a job from H. C. Marmon at Spruce Pine, in Mr. Marmon's ceramic clay plant where he was employed until the Spring of 1942.

In 1942 he commenced his mining operations, and is well-known in the mica mining circles for his successful operation of the Mill Race Mine. He was one of three partners in the partnership of Roy L. Weld, C. F. Arrowood, and S. W. Thompson. Their gross sales from the 1942 - 1946 operation was $280,000. All of this mica was sold to the Colonial Mica Company. In this partnership Mr. Thompson's duties were mining supervisor and employee counsel.

In 1944 the same partnership also mined the "Long Cut Mine" on the Bailey property in Mitchell County which operation they continued until 1947.

In 1948 Mr. Thompson and Frank Phillips were partners in the operation of the Gusher Knob Mine near Ingalls, in Avery County, North Carolina. This mine produced both sheet mica and high quality feldspar.

In 1949 Mr. Thompson became a stockholder and officer when the Mitchell Lumber Company was organized. The Mitchell Lumber Company is one of the largest lumber companies in the Spruce Pine district.

* * * * * *

References:

John Phillips,
Phillips and Coulter, Spruce Pine, N. C.
B. G. Thomas,
Thomas Baker Furniture Company, Spruce Pine, N. C.
Lin Carpenter,
Carpenter and Phillips Mica Company, Spruce Pine, N. C.

I, W. Waites Avery, for and in consideration of One Dollar ($100) and other valuable considerations, receipt of which is hereby acknowledged, do this the 23rd day of July, 1951 transfer to the Meadow Mine Mica Corporation the mining lease by and between me, the said Waites Avery and Mrs. Carrie G. Avery, said lease dated on the 9th day of July 1951.

/s/ W. Waites Avery (seal)

Duly acknowledged and subscribed to before me this the 23rd day of July, 1951

/s/s Alyce Seagle
(Notary Public)

My commission expires 5/8/52

MINING LEASE

State of North Carolina Avery County:

This indenture made this 9 day of July, 1951

between Mrs. Carrie G. Avery

of Avery County and State of North Carolina, as party of the first part, and known as lessor___, and Waites Avery

of Avery County and State of North Carolina, party of the second part and known as lessee.

WITNESSETH, That the part y of the first part in consideration of One Dollar in hand received and hereby acknowledged by the lessor___, and in consideration of the agreements hereinafter contained, on the part of the party of the second part to be performed, hereby bargains, leases and grants to the party of the second part, and his heirs and assigns, for the period of five years from the date of this agreement, the following described real property, for mining purposes, in the County and State first above written, to wit:

A part of the Meadow Mines beginning at a stake called the north east corner at the Meadow Mine Powder house, thence west approximately 800 feet to a stake, thence south 1400 feet to a stake, this line to be a center line between the top Tunnel and the bottom tunnel, thus including the middle tunnel and the Jones tunnel in this lease, thence: east to a stake at the forks of the branch below the mica house, thence north to the beginning thus including the lower section of the Meadow Mines on the property now owned by Mrs. Carrie G. Avery, said mine is located on Toe River 1½ miles North of Plumtree, North Carolina.

TO HAVE AND TO HOLD the said lands to him, for mining purposes, the said lessee and his heirs and assigns for the aforesaid period of five years in compliance with the conditions of this instrument, for the purpose and with the right to dig, quarry, search, explore for, obtain, and remove any kind of minerals, metals or fossils, and particularly mica, and to conduct the same to any extent the said party of the second part, the lessee, may desire. And it is hereby agreed between the parties to this agreement that the party of the second part is to have the use of any unoccupied buildings on said lands for mining purposes, and that he shall have the right to erect such buildings as he needs to carry on such mining operations during the period of this lease, and that the party of the second part shall keep the same in as good condition as when received, unavoidable accidents excepted. And it is also agreed by the party of the second part that no unnecessary damage is to be done to the lands herein leased during the period of this lease and the continuance of said lease, but the said party of the second part shall have right to take from said lands leased to the party of the second part any wood or timber the party of the second part may need to carry on said mining operations or which may be needed to carry on the addition to existing buildings or to erect new buildings or sheds on said lands. (Timber of high or special market value is excepted and shall not be used by the lessee.) And it is hereby agreed that the party of the second part, the lessee, is to have right-of-way of ingress and egress to said mines or land upon which exploration is being conducted.

AND IT IS FURTHER AGREED That the party of the second part, the lessee hereby agrees to pay to the said part___ of the first part, or his or their heirs or assigns, a rental royalty of one eighth of all mica sold and .50¢ per ton of all Feldspar.

on the minerals taken and sold from said mines which shall be for the use of the said lands for the aforesaid period of five years. The said amounts shall be payable on the computation of selling bills on the tenth day of each month covering sales made during the previous month. Any minerals other than those set forth above which may be taken and sold shall be paid for and at the usual royalty rate of the minerals taken.

AND IT IS FURTHER AGREED That the lessee, the party of the second part, his heirs or assigns, shall have the option to renew this lease and to extend the period of its running for an additional five years from the date of its present termination. The option shall be exercised by giving formal written notice to the part___of the first part or by the continuation of any mining operations then being conducted. The lessor___ reserve the right to use the land, or convey the same not conflicting with this lease, but under any conveyance the terms of this lease must be recognized by the grantee, purchaser, or assigns thereof. And it is agreed that the lessee may assign this mining lease or any part thereof and that he may sublease.

AND IT IS FURTHER AGREED That the lessee, the party of the second part, his heirs or assigns, is hereby given an option to purchase all the right, title and interest, legal and equitable to and in the real eastate described and set forth in this lease for a total purchase price of $ No Option , said purchase price to be paid in full within three years from the date of this instrument and it is agreed that all rental royalties paid to the party of the first part shall apply toward and be a part of the total purchase price above set forth, and that at such time that the total purchase price is paid in the form of royalties or a lump sum payment or a combination of both, the party of the first part will execute a special warranty deed to the party of the second part and that a tender of the remaining purchase price at any time within the next three years shall entitle the party of the second part to specific performance of this option contract.

BUT IT IS EXPRESSLY AGREED That unless mineral or fossil material of practical value for mining purposes shall be found within a period of two years from the date of this instrument, the lease may be terminated by the lessee at any time thereafter on thirty days notice to the lessor___. The lessee agrees that during the period of this lease or the continuance of this lease that work in said mines or exploration for new mines within the area leased shall not cease longer than ninety days at any one time, unavoidable accidents excepted.

WITNESS our hands and seals the day and year first above written.

Witness:

/s/ Mrs. Carrie G. Avery (Seal)

_____ (Seal)

_____ (Seal)

Duly acknowledged and subscribed to before me this the 9 day of Luly 1951

/s/ Buena Vance
Notary Public

My Commission Expires 1-25-52

S U B O R D I N A T I O N

Six copies of the required subordination form are filed with the original of this application at Exhibit I.

Also filed with the lease in the original application are six copies of the Exploration Contract signed in blank.

MAP OF MEADOW MINES

A mine map taken from plate 2 of bulletin 49 of the North Carolina Department of Mineral Resources publications is inserted in the original copy of this application at Exhibit J.

LOCATION OF MINE

Mine is on the North Toe River 1½ miles north of Plumtree, Avery County, North Carolina.

Road map published by North Carolina State Highway and Public Works Commission is attached to original copy of this application at Exhibit K.

Location of mine and mica marketing center, Spruce Pine, Mitchell County, are both marked on this map.

1903-A

STATE OF NORTH CAROLINA
Department of State

To all to whom these presents shall come, Greeting:

I, Thad Eure, Secretary of State of the State of North Carolina, do hereby certify the following and hereto attached (Seven (7) sheets) to be a true copy of

CERTIFICATE OF INCORPORATION OF

MEADOW MINE MICA COMPANY

the original of which is now on file and a matter of record in this office.

In Witness Whereof, I have hereunto set my hand and affixed my official seal.

Done in Office, at Raleigh, this 8th day of August in the year of our Lord 19 51.

Thad Eure
Secretary of State

65686

CERTIFICATE OF INCORPORATION
OF
MEADOW MINE MICA COMPANY

****

Know All Men By These Presents:

That we, the undersigned, have this day voluntarily associatedourselves together for the purpose of forming a corporation under the laws of the State of North Carolina, and do hereby certify:

First: That the name of the said corporation is: Meadow Mine Mica Company.

Second: That the purposes for which said corporation is formed are:

(a) To initially engage in the primary business of exploring, prospecting, developing, mining and milling mica and minerals of every character and description.

(b) To purchase or otherwise acquire, to own, hold, lease, sell or otherwise dispose of, deal in and improve real estate, and to mortgage, convey in trust or otherwise encumber the same and to erect, manage, care for, maintain, extend and alter buildings thereon and other improvements.

(c) To purchase or otherwise acquire, to own, hold, lease, sell or otherwise dispose of, deal in and improve real estate, and to mortgage, convey in trust or otherwise encumber or hypothecate the same.

(d) To enter into partnerships or into any arrangement for sharing profits, union of interest, corporation,

joint adventure, reciprocal concession, or otherwise, with any person, partnership, firm or corporation, in any business or transaction in which this corporation is authorized to carry on or engage in so as to directly or indirectly benefit this corporation.

(e) To take, acquire by purchase, exchange or otherwise, and to own, hold, deal in, sell or otherwise dispose of, mortgage, hypothecate or otherwise encumber, letters patent and inventions and shares of stock or bonds, and while the owner of said shares to vote the same.

(f) To borrow money and to execute and deliver its secured promissory note or notes or other evidences of indebtedness therefor.

(g) To issue bonds, notes, debentures, certificates, script or other corporate obligations or evidences of debt, and to secure the payment therefor by mortgage, pledge or deed of trust of or upon the whole or any portion of the corporate property, funds, credits and franchises and to sell, pledge or otherwise use or dispose of the same.

(h) To exercise in respect to all such bonds, notes, mortgage, shares of capital stock and other securities and other obligations, any and all rights, powers and privileges of individual owners thereof; including the right to vote upon any shares of stock held by it to the same extent that a natural person might or could do.

(i) To carry on business in states outside of North Carolina and to purchase and hold real and personal property in said states.

(j) To engage in any and all lawful business other than those above specified which may be permitted by any law or laws of the State of North Carolina now in force or hereinafter enacted, and for which no special authorization or permit is necessary.

(k) To do and perform all things whatsoever that shall be necessary or proper for the full and complete execution of the foregoing purposes.

(l) To act as guarantor or surety on contracts, notes, bonds, mortgages, deeds of trust or other securities.

Third: That the principal office for the transaction of the business of this corporation is to be located in Plumtree, Avery County, North Carolina. That the name and address of the agent authorized to accept service on the corporation in the State of North Carolina is W. Waites Avery, Plumtree, North Carolina.

Fourth: That this corporation is authorized to issue only one class of shares of stock, the total number of which is 100 shares with no par value.

Fifth: That the number of directors of said corporation shall be three (3) who must be shareholders and the names and addresses of the persons who are appointed to act as the first directors and to hold office until the selection and qualification of their successors are as follows:

W. Waites Avery	President	Plumtree, North Carolina
Lewie M. Aldridge	Vice Pres.	Plumtree, North Carolina
Buena A. Vance	Secty-Treas.	Plumtree, North Carolina

Sixth: That the duration of this corporation shall be 100 years.

Seventh: That the following shares of stock have been subscribed by the incorporators:

W. Waites Avery	17 shares	Plumtree, North Carolina
Lewie M. Aldridge	17 shares	Plumtree, North Carolina
Buena A. Vance	17 shares	Plumtree, North Carolina
Frank W. Phillips	25 shares	Ingalls, North Carolina
Clingham W. Ellis	12 shares	Toecane, North Carolina
Samuel W. Thompson	12 shares	Ingalls, North Carolina

Eighth: That the number of persons named above shall constitute the number of directors in the corporation until changed by amendment to the by-laws.

Ninth: Said corporation shall not have the power to levy assessments upon the shares or shareholders thereof.

Tenth: The shareholders of said corporation shall have preemptive rights to subscribe to any and all issues of shares of securities.

In Witness Whereof, the persons named herein as directors have hereunto set their hands this 27 day of July, 1951.

W. Waites Avery
Lewie Aldridge
Buena A. Vance
Frank W. Phillips
C. W. Ellis
Sam W. Thompson

STATE OF NORTH CAROLINA }
MITCHELL COUNTY } ss.

On this 27 day of July, 1951 before me, the undersigned Notary Public in and for the State of North Carolina, residing therein, duly commissioned and sworn, personally appeared Lewie Aldridge known to me to be the person whose name is subscribed to the within instrument, and acknowledged to me that he executed the same.

In Witness Whereof, I have hereunto set my hand and affixed my official seal in the County of Mitchell, the day and year first hereinabove written.

Alyce Seagle
Notary Public of said County
and State

(NOTARIAL SEAL)

My Commission expires:

May 8, 1952

STATE OF NORTH CAROLINA }
MITCHELL COUNTY } ss.

On this 27 day of July, 1951 before me, the undersigned Notary Public in and for the State of North Carolina, residing therein, duly commissioned and sworn, personally appeared W. Waites Avery known to me to be the person whose name is subscribed to the within instrument, and acknowledged to me that he executed the same.

In Witness Whereof, I have hereunto set my hand and affixed my official seal in the County of Mitchell, the day and year first hereinabove written.

Alyce Seagle
Notary Public of said County
and State

(NOTARIAL SEAL)
My Commission expires:
May 8, 1952

STATE OF NORTH CAROLINA }
MITCHELL COUNTY } ss.

On this 27 day of July, 1951 before me, the undersigned Notary Public in and for the State of North Carolina, residing therein, duly commissioned and sworn, personally appeared Buena A. Vance known to me to be the person whose name is subscribed to the within instrument, and acknowledged to me that he executed the same.

In Witness Whereof, I have hereunto set my hand and affixed my official seal in the County of Mitchell, the dayand year first hereinabove written.

Alyce Seagle
(NOTARIAL SEAL) Notary Public of said County and State

My Commission Expires:
May 8, 1952

STATE OF NORTH CAROLINA)
MITCHELL COUNTY) ss.

On this 27 day of July, 1951 before me, the undersigned Notary Public in and for the State of North Carolina, residing therein, duly commissioned and sworn, personally appeared Frank W. Phillips known to me to be the person whose name is subscribed to the within instrument, and acknowledged to me that he executed the same.

In Witness Whereof, I have hereunto set my hand and affixed my official seal in the County of Mitchell, the day and year first hereinabove written.

Alyce Seagle
Notary Public of said County and State

(NOTARIAL SEAL)

My Commission Expires:

May 8, 1952

STATE OF NORTH CAROLINA)
MITCHELL COUNTY) ss.

On this 27 day of July, 1951 before me, the undersigned Notary Public in and for the State of North Carolina, residing therein, duly commissioned and sworn, personally appeared C. W. Ellis known to me to be the person whose name is subscribed to the within instrument, and acknowledged to me that he executed the same.

In Witness Whereof, I have hereunto set my hand and affixed my official seal in the County of Mitchell, the day and year first hereinabove written.

Alyce Seagle
Notary Public of said County and State

(NOTARIAL SEAL)

My Commission Expires:

May 8, 1952

65686

STATE OF NORTH CAROLINA)
MITCHELL COUNTY) ss.

On this 27 day of July, 1951 before me, the undersigned Notary Public in and for the State of North Carolina, residing therein, duly commissioned and sworn, personally appeared Sam W. Thompson known to me to be the person whose name is subscribed to the within instrument, and acknowledged to me that he executed the same.

In Witness Whereof, I have hereunto set my hand and affixed my official seal in the County of Mitchell, the day and year first hereinabove written.

Alyce Beagle
Notary Public of said County and State

(NOTARIAL SEAL)

My Commission Expires:

May 8, 1952

FILED AUG 8 1951

THAD EURE

SECRETARY OF STATE

STATE OF

NORTH CAROLINA

CERTIFIED COPY OF

CERTIFICATE OF INCORPORATION

OF

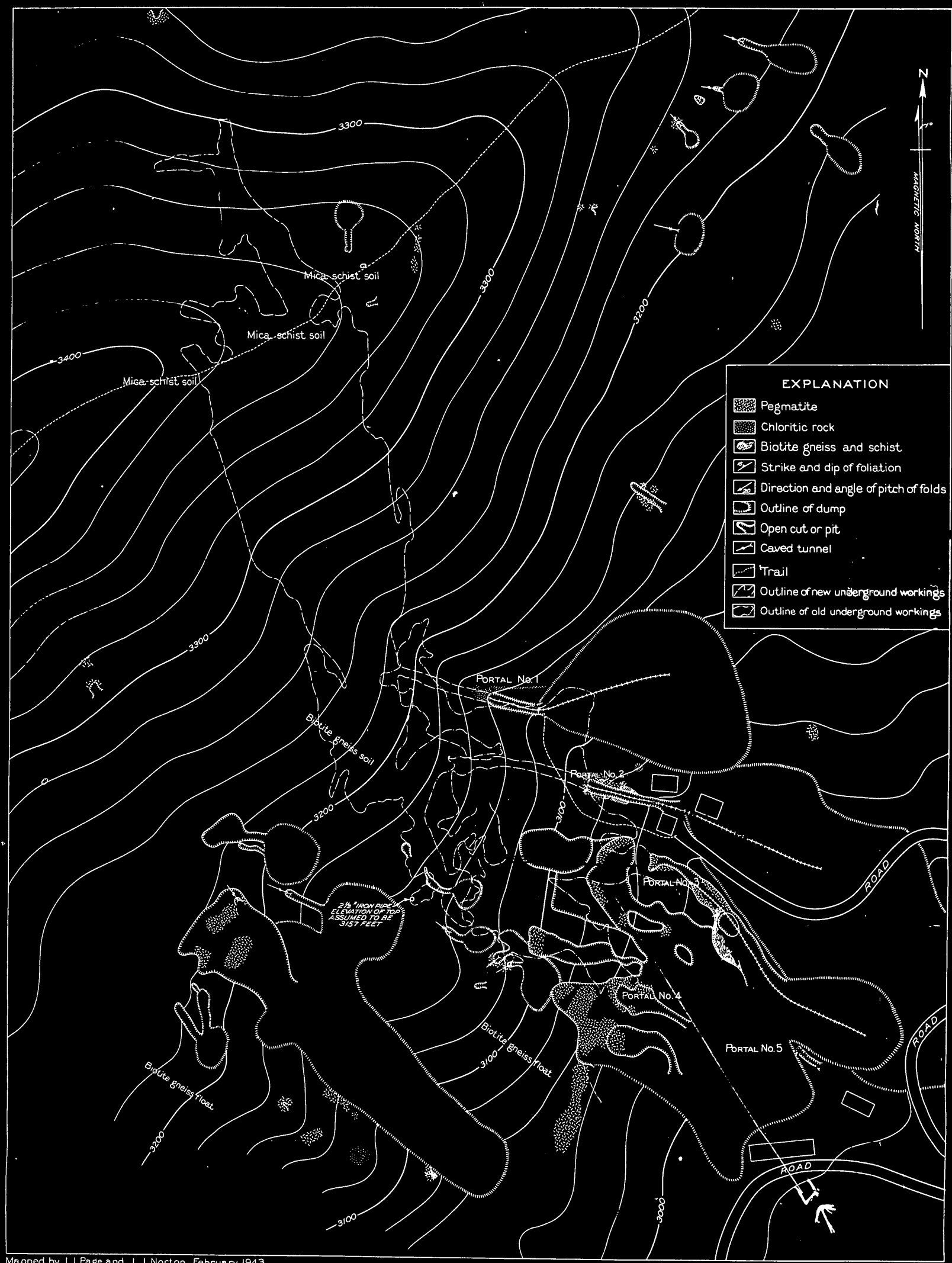
MEADOW MINE MICA COMPANY

Office of the

Secretary of State

Exhibit J

UNITED STATES DEPARTMENT OF THE INTERIOR
GEOLOGICAL SURVEY
IN COOPERATION WITH
NORTH CAROLINA DEPARTMENT OF CONSERVATION AND DEVELOPMENT



Mapped by J.J. Page and J. J. Norton, February 1943

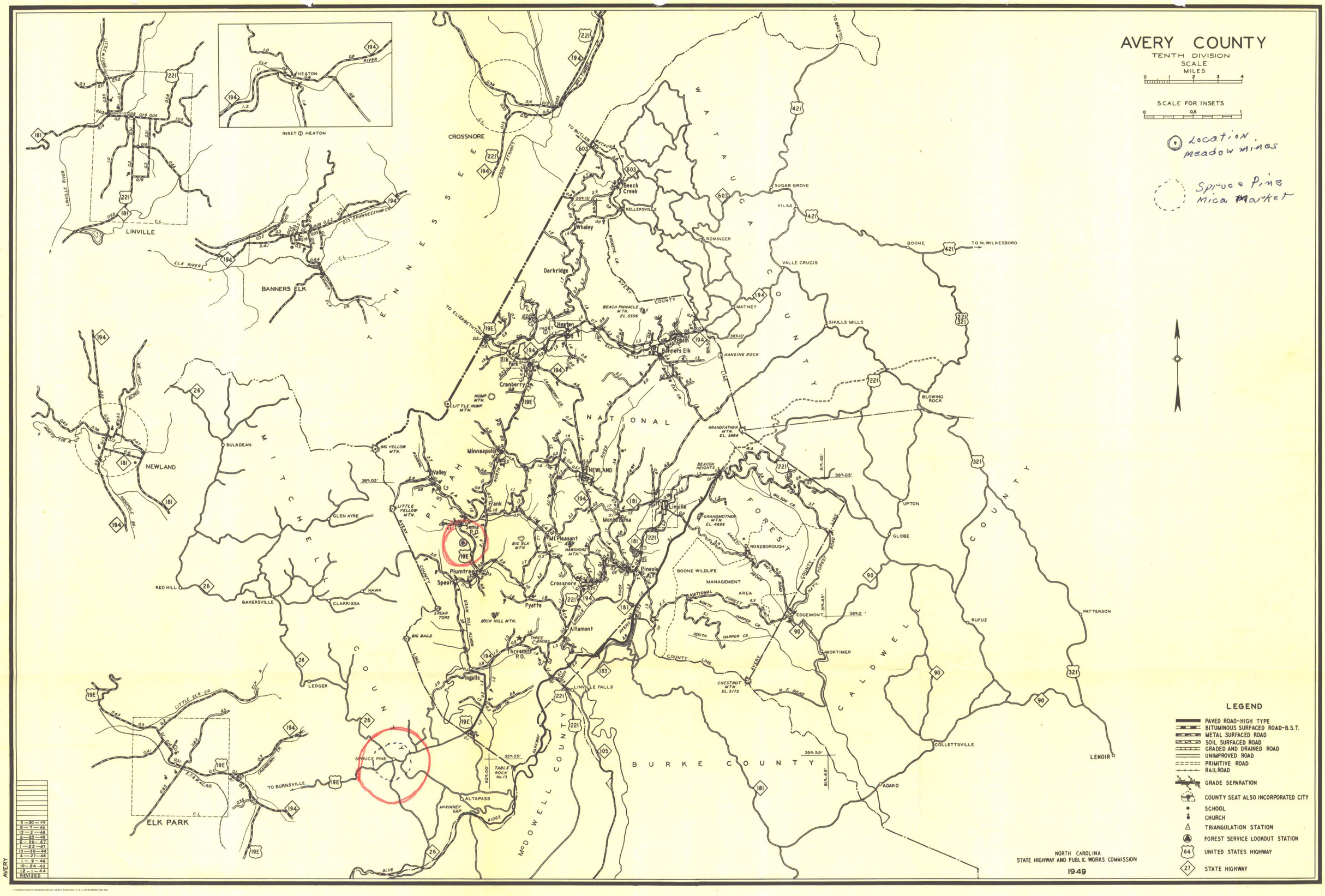
MAP
OF THE
MEADOW MINE
Avery County, N.C.

0 25 50 100 Feet

Contour interval 20 feet - datum assumed

Exploration tunnel
400 feet long

Exhibit K


AVERY COUNTY
TENTH DIVISION
SCALE
MILES
SCALE FOR INSETS
Location Meadow Mines
Spruce Pine Mica Market
INSET ① HEATON
LINVILLE
BANNERS ELK
CROSSNORE
NEWLAND
ELK PARK
SPRUCE PINE
TO BRISTOL
TO BUTLER
TO ELIZABETHTON
TO BURNSVILLE
TO N. WILKESBORO
BOONE
SUGAR GROVE
VILAS
ROMINGER
VALLE CRUCIS
MATNEY
SHULLS MILLS
BLOWING ROCK
UPTON
GLOBE
RUFUS
PATTERSON
LENOIR
COLLETTSVILLE
ADAKO
MORTIMER
EDGEMONT
ROSEBOROUGH
BOONE WILDLIFE MANAGEMENT AREA
NATIONAL FOREST
BURKE COUNTY
CALDWELL COUNTY
McDOWELL COUNTY
MITCHELL COUNTY
YANCEY COUNTY
TENNESSEE
NORTH CAROLINA
Beech Creek
KELLERSVILLE
Whaley
Darkridge
Heaton
Elk Park
Cranberry
Banners Elk
Minneapolis
Valley
Frank
Senia P.O.
Plumtree
Spear
Mt. Pleasant
Crossnore
Pyatte
Altamont
Threemile P.O.
Ingalls
Linville
Montezuma
Pineola
LINVILLE FALLS
ALTAPASS
BUCK HILL MTN.
BIG BALD
BIG ELK MTN.
HAWSHOAL MTN.
BIG YELLOW MTN.
LITTLE YELLOW MTN.
HUMP MTN.
LITTLE HUMP MTN.
BEACH PINNACLE MTN. EL. 3506
GRANDFATHER MTN. EL. 5964
GRANDMOTHER MTN. EL. 4696
CHESTNUT MTN. EL. 3173
BEACON HEIGHTS
HANGING ROCK
TABLE ROCK No. 13
McKINNEY GAP RIDGE
BUCK HILL MTN.
THREE KNOBS
BULADEAN
GLEN AYRE
HAWK
CLARRISSA
BAKERSVILLE
RED HILL
LEDGER
LINVILLE RIVER
ELK RIVER
SHAWNEESHAM CR.
NORTH FOK R.
LITTLE ELK CR.
CRANBERRY CR.
E.T.&W.N.C.R.R.
C.L.
COUNTY LINE
NATIONAL FOREST LINE
BLUE RIDGE PARKWAY
NORTH CAROLINA
STATE HIGHWAY AND PUBLIC WORKS COMMISSION
1949
LEGEND
PAVED ROAD-HIGH TYPE
BITUMINOUS SURFACED ROAD-B.S.T.
METAL SURFACED ROAD
SOIL SURFACED ROAD
GRADED AND DRAINED ROAD
UNIMPROVED ROAD
PRIMITIVE ROAD
RAILROAD
GRADE SEPARATION
COUNTY SEAT ALSO INCORPORATED CITY
SCHOOL
CHURCH
TRIANGULATION STATION
FOREST SERVICE LOOKOUT STATION
UNITED STATES HIGHWAY
STATE HIGHWAY
6—30—49
8—7—49
12—2—48
2—25—48
6—26—47
1—22—47
10—30—46
4—27—46
1—9—46
10—24—45
12—1—44
REVISED
AVERY