UNITED STATES
DEPARTMENT OF THE INTERIOR
Defense Minerals Exploration Administration

OFFICIAL DOCKET FILE

~~Terminated~~ (or cancelled) without certification. DMEA No. 1214

This is the official contract file containing all official records of the project. Duplicate material has been removed. The records contained in the files are checked and are arranged in this manner:

Left Side

Certificate of Audit (Final).

Interim Audit(s).

Report of Review.

Termination Notice or Agreement.

✓ Recision Notice.

Assignment of Contract.

Contract Amendments (latest on top).

✓ Contract with all exhibits and annexes.

Owner's Consent to Lien.

Subordination Agreement.

Leases and assignments of leases.

✓ Application and attachments.

Schedule of Collections.

Operator's monthly reports and all attachments (latest on top).

Right Side

Project summary.

Work completed analysis.

All other material is filed in chronological order with correspondence including the following reports as checked:

Final Field Team Report. (Tab)

Operator's Final Report.

Interim Reports.

On-site Exam Report(s). (Tab)

Settlement Sheets.

If additional folders are required because of volume of records, show folder numbers and contents below:

Maps in folder number _____

Operator's Monthly Reports in folder number _____

7973

_____
Reviewer's Initials

UNITED STATES
DEPARTMENT OF THE INTERIOR
DEFENSE MINERALS ADMINISTRATION
WAS~~HINGTONXXXXXX~~
College Park, Maryland

March 19, 1952

Mr. Robert S. King
Chairman of the Board
The Philip Carey Manufacturing Co.
Lockland, Cincinnati 15, Ohio

Dear Mr. King:

In reference to my letter to you dated February 15, 1952 regarding Contract I-DMA-E43 covering your asbestos property in Orleans County, Vermont:

As you have not replied to this letter nor indicated your desire for obtaining an extension of time for beginning work on this contract, it is assumed that you are not further interested. Accordingly the contract is hereby terminated as of this date.

Very truly yours,

McHenry Mosier, Executive Officer
Bureau-Survey Field Team
Defense Minerals Exploration
Administration, Region VIII

McHM:rcs

copy for DMEA files 2
TomLyon: DMPA Operating Committee
NedNelson
DNAnderson, Pittsburgh
COMittendorf 2

MF-200
(April 1951)

Docket No. DMA 1214X
Commodity Asbestos
~~I-DMA-E43~~
I-DMA-E43

UNITED STATES OF AMERICA
DEPARTMENT OF THE INTERIOR
DEFENSE MINERALS ADMINISTRATION

Index ma
No. Card
Card
Reviewed

EXPLORATION PROJECT CONTRACT [1]

It is agreed this 29 day of June, 1951, between the United States of America, acting through the Department of the Interior, Defense Minerals Administration, hereinafter called the "Government," and [2] The Philip Carey Manufacturing Company
Lockland
Cincinnati 15, Ohio

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 Vermont, County of Orleans described as follows: [3] that property in Lowell Township under lease and options as recorded in Lowell Land Records and delineated on attached property map.

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. See Annex I attached hereto.

3. *Exploration project.* The Operator, within thirty (30) days from the date of this contract shall commence work on a project of exploration for [5] asbestos ores; 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] Nine (9) months 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. Attached hereto, marked "Exhibit 'B'," is a detailed list of 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 its agreed pro-rata share of the cost. 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.* Attached hereto, marked "Exhibit 'C'," is a detailed list of operating equipment divided into categories of items to be rented, purchased, or furnished by the Operator, with the allowable rental, purchase price, or rental value, as the case may be, annexed to each. 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.

RECEIVED
CONTRACT SERV. SEC.
G.A.O.

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.* Attached hereto, marked "Exhibit 'D'," is 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.

9. *Rehabilitation and repairs.* Attached hereto, marked "Exhibit 'E'," is a detailed schedule of existing facilities, buildings, installations, and fixtures, with a statement of the cost of any necessary rehabilitation or repairs to put into useful and operable condition, which cost shall be allowed as a cost of the project.

10. *Allowable costs of the project.* The allowable 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, 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 the 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, or any other indirect costs not expressly allowed by these regulations, 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. *Participation by the Government.* At the end of the first full calendar month after the Operator has commenced work under the project, and at the end of each succeeding calendar month, the Operator shall submit to the Government a voucher for payment with a detailed statement of work done and allowable costs (as defined in Article 10 of this agreement) incurred, in a form and with supporting data acceptable to the Government. After approving the voucher, the Government shall pay to the Operator 90 percent of the sum of such costs incurred; *Provided,* That the aggregate total of all sums paid by the Government under this agreement shall not exceed $34,290.00, which is 90 percent of the agreed estimated total cost of this project, $38,100.00.

12. *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.

13. *Progress reports.* The Operator shall provide the Government with monthly reports of progress in form and content satisfactory to the Government, and upon the completion of the project or termination of the contract 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.

14. *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 additional for each 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 property 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.

15. *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.

16. *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 ~~triplicate~~ sextuplet the day and year first above written.

The Philip Carey Mfg. Co. Inc.
(Operator)

By Vincent H. Raley

THE UNITED STATES OF AMERICA

By [signature]
Administrator, Defense Minerals Administration

U. S. GOVERNMENT PRINTING OFFICE 16—64066-1

EXHIBIT "A"

The exploration project to consist of 8000 feet of core drilling to depths ranging from 50 to 200 feet on approximately 500 foot centers to explore and sample a serpentine-peridotite body containing chrysotile asbestos.

The Government will participate in the project as delineated below:

8000 feet core drilling at a contract price of $3.00 per foot drilled	$24,000.00
300 feet of sample cuts in solid rock 4' x 4' in section @ $25.00 per lineal foot	7,500.00
Geologist-supervision, 8 months @ $500.00 per month	4,000.00
Truck or car rental, 8 months @ $75.00	600.00
Living expense geologist supervision	1, 000.00
Core boxes, freight, handling and miscellaneous sampling expense	500.00
Core storage, building and field office	500.00
	$38,100.00

EXHIBIT "B" - Fixtures and Improvements

A core storage and field office is to be constructed at a maximum allowable cost of $500.00.*

No other facilities, buildings or fixtures are to be purchased, installed or erected assan allowable cost under this contract.

EXHIBIT "C"

All drilling equipment will be furnished by the core drilling Contractor under the contract cost of $3.00 per foot of drilling.

Rental of a truck or car for transportation of supervisors while on the project is allowable at $75.00* per month or a maximum of $600.00* for the 8 months.

EXHIBIT "D" - Labor and Supervision

All labor is to be at contract rates contained within the drilling and rrenching cost, or, if on days pay, at standard rates paid within the District as determined by the Government.

A geologist-supervisor is allowable at a maximum salary of $500* per month and living allowance of $125* per month for the 8 months duration of the project work.

EXHIBIT "E" - Rehabilitation and Repairs

No necessary rehabilitation or repairs is required and costs of this nature are not allowable under this contract.

* The Government will participate in the costs on the basis of 90% of the allowable amounts shown.

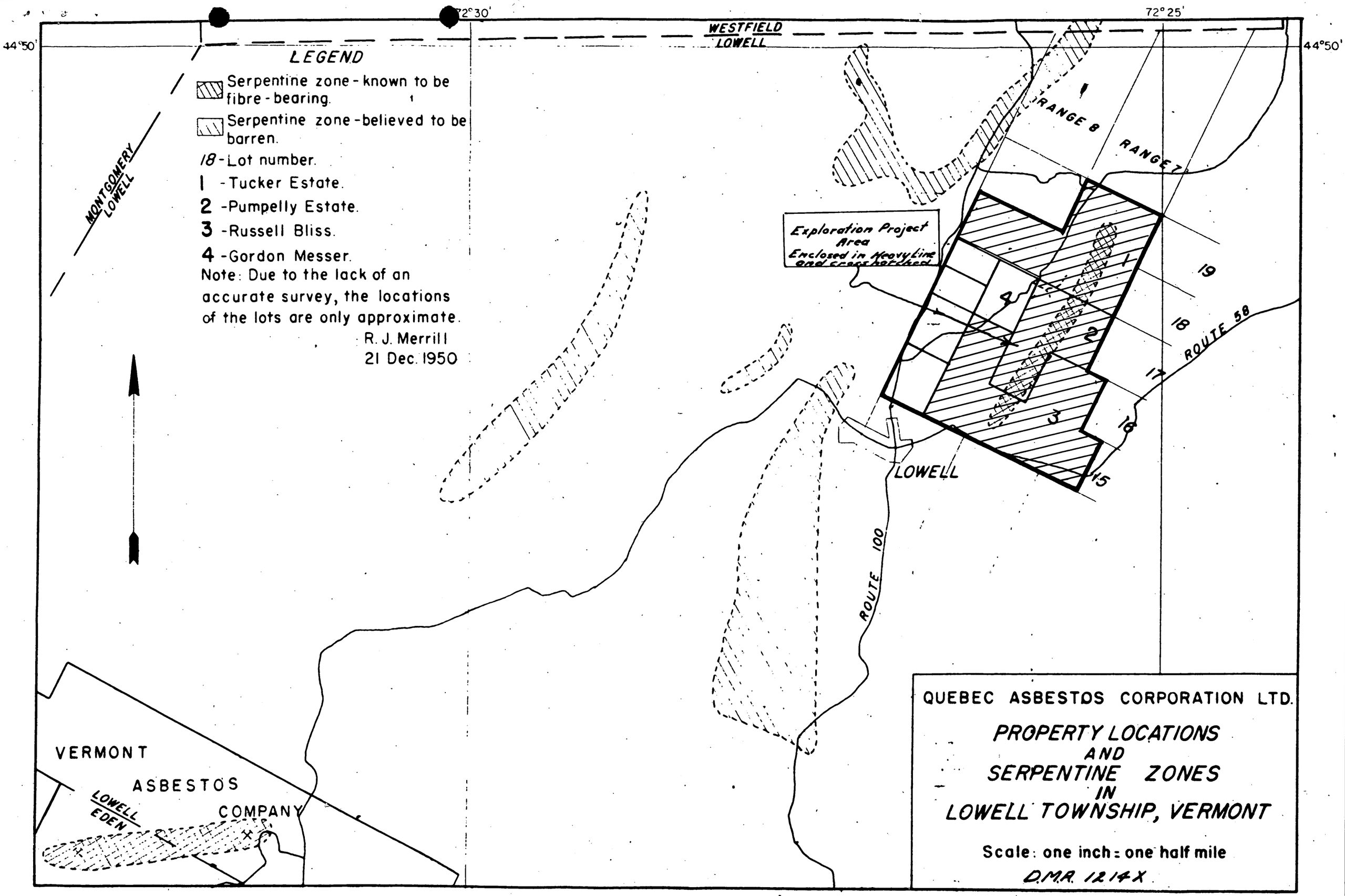
ANNEX I

Whereas, the subordination agreement of the lessor, required by Paragraph #2 (B) of the annexed contract, has not been obtained, covering the Tucker Estate, Pumpelly Estate and Russel Bliss now held by mining lease and option agreements and located as shown on attached map; and whereas, the United States of America has agreed to waive requirement of the lessor's subordination agreement. Now therefore, in consideration of said exploration project contract and of the foregoing, the operator hereby undertakes and agrees to pay all sums that may fall due and owing to the United States of America under the terms of said contract in the same manner and to the same extent as if the subordination agreement of the lessor had been given. If for any reason his net smelter returns from operations that would be subject under said contract to such payments to the Government are not available as a means of measuring the amount of such payment, then the operator agrees and undertakes to make such payment according to the best estimates of the amount that can reasonably be made, and in the event of dispute as to such estimate, the operator agrees that the determination thereof by either the Administrator of Defense Minerals Administration or by the Director of the United States Bureau of Mines shall be final and binding upon the operator, provided, however, that should the operator furnish to the United States the subordination agreement required by Paragraph #2 (B) of this contract then, in that event, this covenant shall be null and void.

Dated: June 28, 1951

Signed: Vincent T. O'Reilly

Title: Director Government Sales


72°30'
72°25'
44°50'
44°50'
WESTFIELD
LOWELL
LEGEND
Serpentine zone - known to be fibre - bearing.
Serpentine zone - believed to be barren.
18 - Lot number.
1 - Tucker Estate.
2 - Pumpelly Estate.
3 - Russell Bliss.
4 - Gordon Messer.
Note: Due to the lack of an accurate survey, the locations of the lots are only approximate.
R. J. Merrill
21 Dec. 1950
MONTGOMERY
LOWELL
RANGE 8
RANGE 7
Exploration Project Area
Enclosed in Heavy Line and crosshatched
19
18
17
16
15
ROUTE 58
LOWELL
ROUTE 100
VERMONT
ASBESTOS
COMPANY
LOWELL
EDEN
QUEBEC ASBESTOS CORPORATION LTD.
PROPERTY LOCATIONS
AND
SERPENTINE ZONES
IN
LOWELL TOWNSHIP, VERMONT
Scale: one inch = one half mile
D.M.R. 1214X

MF-200
(April 1951)

Docket No. DMA 1214 X
Commodity Asbestos

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] The Philip Carey Mfg. Company, Lockland, Cincinnati 15, Ohio, 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 Vermont, County of Orleans described as follows:[3] that property in Lowell Township under lease and option as indicated on Lowell Land Records and delineated on attached property maps, 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 ~~Thirty~~ 30 days from the date of this contract shall commence work on a project of exploration for[5] asbestos ores; 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] Nine (9) months 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. Attached hereto, marked "Exhibit 'B'," is a detailed list of 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 its agreed pro-rata share of the cost. 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.* Attached hereto, marked "Exhibit 'C'," is a detailed list of operating equipment divided into categories of items to be rented, purchased, or furnished by the Operator, with the allowable rental, purchase price, or rental value, as the case may be, annexed to each. 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.* Attached hereto, marked "Exhibit 'D'," is 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.

9. *Rehabilitation and repairs.* Attached hereto, marked "Exhibit 'E'," is a detailed schedule of existing facilities, buildings, installations, and fixtures, with a statement of the cost of any necessary rehabilitation or repairs to put into useful and operable condition, which cost shall be allowed as a cost of the project.

10. *Allowable costs of the project.* The allowable 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, 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 the 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, or any other indirect costs not expressly allowed by these regulations, 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. *Participation by the Government.* At the end of the first full calendar month after the Operator has commenced work under the project, and at the end of each succeeding calendar month, the Operator shall submit to the Government a voucher for payment with a detailed statement of work done and allowable costs (as defined in Article 10 of this agreement) incurred, in a form and with supporting data acceptable to the Government. After approving the voucher, the Government shall pay to the Operator 90 percent of the sum of such costs incurred; *Provided,* That the aggregate total of all sums paid by the Government under this agreement shall not exceed $34,290.00, which is 90 percent of the agreed estimated total cost of this project, $38,100.00.

12. *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.

13. *Progress reports.* The Operator shall provide the Government with monthly reports of progress in form and content satisfactory to the Government, and upon the completion of the project or termination of the contract 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.

14. *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 additional for each 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 property 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.

15. *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.

16. *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 ~~triplicate~~ sextuplicate the day and year first above written.

The Philip Carey Mfg. Company
(Operator)

By _____

THE UNITED STATES OF AMERICA

By _____
Administrator Defense Minerals Administration

U. S. GOVERNMENT PRINTING OFFICE 16—64066-1

Exhibit "A"

The exploration project to consist of 8000 feet of core drilling to depths ranging from 50 to 200 feet on approximately 500 foot centers to explore and sample a serpentine-peridotite body containing chrysotile asbestos.

The Government will participate in the project as delineated below:-

8000 feet core drilling at a contract price of $3.00 per foot drilled	$24,000.00
300 feet of sample cuts in solid rock 4'x4' in section @ $25 per lineal foot	7500.00
Geologist-supervisor 8 months @ $500 per month	4000.00
Trucks or car rental 8 months @ $75	600.00
Living expense geologist supervisor	1000.00
Core boxes, freight, handling and miscellaneous sampling expense	500.00
Core storage building and field office	500.00
Total	$38100.00

Exhibit "B". Fixtures and Improvements

A core storage and field office is to be constructed at a maximum allowable cost of $500.00

No other facilities, buildings or fixtures are to be furnished, installed or erected as an allowable cost under this contract.

Exhibit "C"

All drilling equipment will be furnished by the core drilling contractor under the contract cost of $3.00 per foot of drilling.

Rental of a truck or car for transportation of supervisors while on the project is allowable at $75 per month or a maximum of $600 for the 8 months.

Exhibit "D" Labor and Supervision

All labor is to be at contract rates contained within the drilling and trenching cost or, if on days pay, at standard rates paid within the district as determined by the Government.

A geologist - supervisor is allowable at a maximum salary of $500 per month and living allowance of $125 per month for the 8 months duration of the project work.

Exhibit "E" Rehabilitation and Repairs.

No necessary rehabilitation or repair is required and costs of this nature are not allowable under this contract.

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 12147

Date received 5-21-51

Participation

THE PHILIP CAREY MFG. CO.
Lockland
Cincinnati 15, Ohio

Name and address of applicant

Date May 18, 1951

FILL IN THIS BLOCK

Date of application May 18, 1951

Estimated cost $50,000

Mineral or metal Asbestos (Spinning Grade)

Percentage of Government participation 90%

Location of mine Lowell Township, Vermont

Date of filing MF-100

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? Corporation

*2. If a partnership, state names and addresses of partners. Nil.

*3. If a corporation, state names and addresses of officers, directors, and five largest stockholders. See attached sheet.

*4. Describe the mining and general business experience of (a) the applicant, and (b) the person or persons who will manage the project. (a) Have been in asbestos mining operations over 25 years (b) Company executives.

*5. Are you the owner or the lessee of the property? Lessee.

6. If owner, state what claims, liens, or encumbrances, if any, are against the property. Nil.

7. If lessee, attach a copy of the lease and state if it is in good standing. Copy attached.

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. Copy attached.

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)? $5,000.00. Yes.

*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. See descriptions in attached contracts.

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

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. See attached sheet.

*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. See attached sheet.

*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. See attached sheet.

*14. Describe any existing useable facilities, equipment, buildings, or structure now on the property that will be devoted to the exploration work. None.

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

*16. History: See attached sheet.

(*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: None

(*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.

Not in operation.

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

THE EXPLORATION

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

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

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. See attached sheet.

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.

See attached sheet.

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. See attached sheet.

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.

The Philip Carey Mfg. Co.
(Name of company)

By R. S. King
(Signature of authorized official)

May 18, 1951
(Date)

R. S. King, Chairman of the Board
(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

3. Chairman of the Board - R. S. King
President - John W. Humphrey
Vice President and Controller - H. R. Barrett
Vice President (Sales) - L. W. Clarke
Vice President (Mfg.) - C. B. Pooler
Vice President - W. L. Steffens
Treasurer and Asst. Secy. - S. E. Breuleux
Secretary - E. J. Fasold

Directors:

R. S. King	J. W. Humphrey
H. R. Barrett	C. C. Merrifield
L. W. Clarke	C. B. Pooler
H. E. Coombe	G. A. Rentschler
	J. J. Rowe

Five largest stockholders:

G. A. Rentschler - Cincinnati
Fifth Third Union Trust Co. - Cincinnati
R. E. Kramig - Cincinnati
R. S. King - Cincinnati
George A. Anderson - New York City

10. (b) The above described area consists of several parcels of which all will probably be exploited. In addition, some reconnaissance and magnetometer work should be done on a high, slightly north of this property, which was indicated by our aerial survey. This would amount to the cost of a prospector and surveyor which is included in our estimate and which might come to $2500.

11. Mrs. V. E. Hansen, Mrs. Herbert Stampe, Donald J. MacCargo, Alice B. Tucker, Mary D. Bunker, Raphael Pumpelly Trust, and H. E. MacKenzie.

12. Property consists of mineral rights and lots in Lowell Township in north central Vermont. This property is one mile from a hard surfaced highway and is on a gravel county road. The nearest shipping point is North Troy, Vermont, approximately 18 miles north of the property. An alternate shipping point would be Orleans, Vermont, approximately the same distance east of the property. Both these points can be reached by surfaced highways from Lowell.

13. Sufficient water for exploration purposes is available from a stream crossing the property. Water is not necessary in present asbestos milling practices but would be available in quantity 1½ miles from the property. No electric energy would be necessary for the exploration program but commercial power is available at Lowell, one mile from the point of exploration.

15. Ore would be milled on the property and shipped by truck over established highways to North Troy or Orleans.

16. (a) 3 small pits (8' x 15') were sunk over 25 years ago. An airborne geophysical survey, ground geophysical and geological reconnaissance were carried out in 1949 and 1950. These outlined the favorable zones and uncovered minor amounts of fibre under good geological conditions.

(b) The Ruberoid asbestos mine, approximately 6 miles south west of this property, has been in production for several years and is currently milling approximately 2500 tons of rock daily which contains a substantial amount of fibre, some of which is strong slip fibre suitable for spinning.

(c) The detailed airborne magnetic survey was done by the Aerial Service Corp. of Philadelphia, and Dr. R. J. Merrill and Mr. E. A. Boadway, an asbestos mine manager, conducted the ground reconnaissance. It is on the recommendation of Dr. Merrill and Mr. Boadway that the proposed diamond drilling is to be undertaken.

21. It is proposed to cross-section the favorable areas of serpentine by diamond core drilling at approximately 500 feet intervals at shallow depths. The estimated total footage of drilling now contemplated is 8000 feet. Cost, including supervision and compilation of results, is estimated to be $50,000.

22. The central part of the area to be explored by drilling is underlain by a north-south band of serpentine peridotite containing crysotile cross-fibre and slip fibre. Outcrops are not extensive over most of the area but some float containing slip fibre has been found over a distance of approximately 2 miles along the strike of this body of serpentine. Geophysical exploration has indicated this serpentine body to be approximately 2 miles long by 400 feet wide. There are no maps available.

23. (a) The actual drilling will be done by a responsible contract diamond drilling company under the guidance of our geologist and a resident field assistant. A total of 7 men will be employed on the program.

(b) Supervisory personnel will consist of the above geologist and assistant whose salaries would be $500 per month and $300 per month respectively. Their program would be under the periodic inspection and guidance of Dr. Merrill and/or Mr. Boadway.

(c) Nil.

(d) Construction of a core storage building and field office $500.

23. continued

(e) Nil.

(f) Contract diamond drilling at $3.50 a foot: initial contract but rate may be decreased as additional footage is drilled.

(g) Jeep and geophysical estimate - $100 per month.

(h) $100 total.

(i) Nil.

24. This cross-section drilling and detailed geophysical survey should be undertaken during the favorable summer season and should be completed by the 15th of November.

THE PHILIP CAREY MANUFACTURING COMPANY
and SUBSIDIARY COMPANIES

CONSOLIDATED BALANCE SHEET, DECEMBER 31, 1950

(Refer to Notes on Page 10)

ASSETS

Current Assets:			
Cash		$ 2,471,352	
Dominion of Canada securities, at cost		50,774	
Notes and accounts receivable—			
Customers (less reserve of $350,000)	$7,410,094		
Employees	11,489		
Other	152,183	7,573,766	
Contract work in progress	$ 686,842		
Less advance billings	455,224	231,618	
Inventories—generally at standard costs which were not in excess of market—			
Finished product and work in process	$2,894,894		
Raw materials and supplies	3,237,633	6,132,527	$16,460,037
Cash Surrender Value of Life Insurance			23,238
Notes and Accounts Receivable—Not Current			167,671
Miscellaneous Investment			8,600
Property, Plant and Equipment:			
Mineral lands and development (less reserve for depletion, $24,414)		$ 121,083	
Land, land improvements and yard equipment		1,994,517	
Buildings		10,024,046	
Machinery and equipment		17,038,677	
Miscellaneous		625,534	
Construction in progress		262,285	
Total		$30,066,142	
Less reserves for depreciation		11,354,277	18,711,865
Deferred Charges:			
Unexpired insurance premiums		$ 177,369	
Unamortized tools, etc.		102,217	
Other		102,558	382,144
Total			$35,753,555

LIABILITIES

Current Liabilities:			
Accounts payable—			
Trade creditors	$1,352,302		
Taxes, etc., withheld from payrolls	143,266		
Other	55,647	$ 1,551,215	
Accrued accounts—			
Salaries, wages and commissions	$ 572,588		
Federal, State and Canadian income and excess profits taxes	3,591,075		
Other taxes	121,713		
Other	99,881	4,385,257	
Sinking fund instalment payable in 1951 on 3¼% debentures		425,000	$ 6,361,472
Funded Debt:			
3¼% sinking fund debentures, due November 1, 1962 (fixed sinking fund payments of $325,000 required annually, plus additional annual sinking fund payments contingent upon consolidated net income but not to exceed $100,000 annually)			4,825,000
Other Reserves:			
Roofing guarantees		$ 500,000	
Retirement plans for hourly paid employees (Note 1)		102,000	
Taxes on future Canadian dividends (Note 2)		60,000	662,000
Capital Stock:			
Preferred—authorized, 75,000 shares of $100 par value each; issuable in series upon authorization of Board of Directors, initial series of 20,000 shares issuable as Five Percent Preferred Series, cumulative; issued 19,575–9/20 shares, less 1,234–9/20 shares held in treasury; outstanding, 18,341 shares		$ 1,834,100	
Common—authorized, 1,500,000 shares of $10 par value each; issued and outstanding, 800,000 shares		8,000,000	9,834,100
Surplus:			
Paid-in		$ 1,562,526	
Earned (Note 3):			
Appropriated as a reserve for contingencies		270,000	
Unappropriated		12,238,457	14,070,983
Total			$35,753,555

THE PHILIP CAREY MANUFACTURING COMPANY
and SUBSIDIARY COMPANIES

STATEMENT OF CONSOLIDATED INCOME
For the Year Ended December 31, 1950

Net Sales		$50,734,636
Cost of Goods Sold		37,856,781
Gross Profit		$12,877,855
Selling, Administrative and Research Expenses		5,042,742
Profit from Operations		$ 7,835,113
Other Income Credits:		
Interest, rents, royalties, etc.	$ 44,402	
Net gain from Canadian exchange transactions and conversions	68,897	
Miscellaneous	24,355	137,654
Total		$ 7,972,767
Income Charges:		
Debenture interest and amortization of debt discount and expense	$186,926	
Salaried employees' pension trust and related expenses	189,216	
Net loss from sales of property	29,888	
Miscellaneous	114,595	520,625
Net Income before Provision for Income and Excess Profits Taxes		$ 7,452,142
Provision for Federal, State and Canadian Income and Excess Profits Taxes		3,742,000
Net Income for the Year		$ 3,710,142

NOTES:

Provision of $985,966 for depreciation of property, plant and equipment is included in the above statement.

See Note 2 to the consolidated balance sheet, page 10, with respect to the statement in United States dollars of income and expense accounts of Canadian subsidiaries.

As we go into 1951, we believe that Carey personnel is capable of meeting whatever problems lie ahead. Production facilities have been well maintained and improved in operating efficiency. Our line of products for the construction industry and industrial markets is more diversified than ever before. We believe that the new year should be a satisfactory one profit-wise despite the fact that we are living in troubled times and unforeseen difficulties may arise.

A major factor in making the past year's operation a successful one was the continued loyalty and efficiency of Carey employees. The officers and directors are sincerely grateful for their excellent spirit of cooperation. We also wish to express deep appreciation to our shareholders and customers for their continued interest and understanding which have been so helpful in the successful conduct of our business.

President — *Chairman of the Board*

SUMMARY OF ANTICIPATED EXPENDITURES

Core drilling, 8,000 feet at $3.50 per foot	$ 28,000
~~Core storage building~~	~~500~~
Salaries: 6 months @ $800	4,800
~~Aerial Survey~~	~~5,700~~
Equipment	100
Auto expense	600
Travel and living expense	1,800
Cross cuts, 300 feet at $30 per foot	9,000
Total	$ 50,500

KNOW ALL MEN BY THESE PRESENTS

THAT I, MARY D. BUNKER, of Lewiston in the County of Niagara and State of New York Grantor, in the consideration of Ten and more --------Dollars paid to my full satisfaction by THE PHILIP CAREY MANUFACTURING COMPANY, a corporation organized and existing under and by virtue of the laws of Ohio and having its principal office in Cincinnati in the County of Hamilton and State of Ohio Grantee, by these presents, do freely GIVE, GRANT, SELL, CONVEY AND CONFIRM unto the said Grantee THE PHILIP CAREY MANUFACTURING COMPANY certain mining rights and its successors and assigns forever in Lowell in the County of Orleans and State of Vermont, described as follows, viz:

3/32 of the mineral and mining rights, including, but not limited to the asbestos mining rights, on lots 18 and 19 in the 7th range in said Lowell and being located in and upon certain lands which were conveyed to Melvin E. Tucker by John G. Watkins on October 26, 1900, as set forth in a deed recorded in Volume 13, page 272, Lowell Land Records, and also all rights of said Melvin E. Tucker in and to certain mining rights conveyed to said Melvin E. Tucker by C. F. Kelly in said Kelly's farm in same Lowell and recorded October 20, 1900, in Volume 13, page 275, Lowell Land Records; said mining claim being the same claim quit-claimed by Melvin E. Tucker to M. E. Tucker, William A. Wright, Elisha May and Henry C. Bates as Vermont Asbestos Company by deed recorded in Lowell Land Records April 19, 1901, in Book 13, page 347.

There is further included under the terms of this deed all other mining rights which the grantor now owns in said County of Orleans and State of Vermont or which she may hereafter become entitled to own by virtue of any rights she may now possess either through inheritance or otherwise.

TO HAVE AND TO HOLD said granted premises, with all the privileges and appurtenances thereof, to the said Grantee THE PHILIP CAREY MANUFACTURING COMPANY its successors and assigns, to their own use and behoof forever; And I the said Grantor MARY D. BUNKER for myself and my heirs, executors and administrators, do covenant with the said Grantee THE PHILIP CAREY MANUFACTURING COMPANY, its successors and assigns, that until the ensealing of these presents I am the sole owner of the premises, and have good right and title to convey the same in manner aforesaid, that they are FREE FROM EVERY ENCUMBRANCE; And I, Mary D. Bunker, hereby engage to WARRANT AND DEFEND the same against all lawful claims whatever,

IN WITNESS WHEREOF, I hereunto set my hand and seal this 29th day of September A. D. 1950 IN PRESENCE OF

Ruth B. Lewis,

R.#1, Sanborn, N.Y.

James Edgar Hunt

9001 Jayne Place

Niagara Falls, N.Y.

Mary D. Bunker (l.s.)

STATE OF NEW YORK,

Niagara County SS.

At Niagara Falls N.Y. this 29th Day of September A. D. 1950

MARY D. BUNKER

personally appeared, and she acknowledged this instrument, by her sealed and subscribed, to be her free act and deed,

Before me William L.Hunt

Notary Public

William L. Hunt, Notary Public
State of New York, County of Niagara
No, 621 Certificate filed in Erie
County My Commission Expires March 30,
1952

OPTION AGREEMENT

This option and memorandum of agreement entered into as of the 30 day of September 1950, between THE PHILIP CAREY MANUFACTURING COMPANY, an Ohio corporation, party of the first part, hereinafter called "Carey", and H. E. MacKENZIE, party of the second part, hereinafter called "Owner", as follows:

WITNESSETH:

That the Owner for and in consideration of the sum of $250.00 to it paid in hand by Carey, the receipt whereof is hereby acknowledged, hereby grants to Carey an option to purchase all of the Owner's interest, but not less than a 3/32nds interest, in and to asbestos mining rights, including the right to enter and prosecute the asbestos mining business, to erect buildings, and to do anything necessary to prosecute asbestos mining operations, in property situated in the County of Orleans in the State of Vermont, said mining claim or claims being located and described as follows:

> All that land conveyed to Melvin E. Tucker by John G. Watkins on October 26, 1900, as set forth in a deed recorded in Volume 13, page 272, Lowell Land Records, and also all rights of said Melvin E. Tucker in and to certain mining rights conveyed to said Melvin E. Tucker by C. F. Kelley in said Kelley's farm in same Lowell and recorded October 20, 1900, in Volume 13, page 275, Lowell Land Records; said mining claim being the same claim quit-claimed by Melvin E. Tucker to M. E. Tucker, William A. Wright, Elisha May and Henry C. Bates as Vermont Asbestos Company by deed recorded in Lowell Land Records April 19, 1901, in Book 13, page 347; together with any and all other mining rights in the County of Orleans, State of Vermont, in which Owner has any interest.

Note: (C. F. Kelley is sometimes referred to as C. F. Kelly)

This option shall continue until September 1, 1951 during which time Carey shall be given access to and the right to remove samples and to do any other things necessary to investigate the possibilities of developing commercially the said mining rights.

If Carey, in its sole discretion, decides after such investigation that such mining rights warrant further development and exercises the option granted hereunder, it will pay the Owner in accordance with the Owner's election on or before September 1, 1951 either $3,000.00 in full and complete payment for the mining

rights described above, or $.03125 per ton as royalty on each ton of asbestos fibre produced from said lands covered by such mining rights, but in any event not less than $500.00 per year for the ten year period beginning January 1, 1952; said royalties to be paid on the basis of production of asbestos fibre during each month in minimum monthly installments of $41.66 on or before the 15th day of the month next following the month in which such asbestos fibre was produced. All production of asbestos fibre hereunder shall be credited at the rate of $.03125 per ton against such minimum payments. The intent of this provision is that production shall be paid for at the rate of $.03125 per ton each month, but that a minimum of $41.66 shall be paid each month during the said ten year period; thereafter the royalty of $.03125 per ton shall apply to all production of asbestos fibre but there shall be no minimum royalty guaranteed. If at any time within the first ten year period a total of $5,000.00 has been paid under the above royalty provisions, the minimum monthly royalties shall be made solely on the basis of tonnage produced at the rate of $.03125 per ton.

In the event that Carey decides to avail itself of the foregoing option to purchase Owner's interest, Owner agrees to sell and convey to Carey Owner's entire interest, but not less than a 3/32nds interest, in the aforesaid mining rights, the same to be conveyed by good and sufficient general warranty deed showing a good and merchantable title in the aforesaid mining rights free from encumbrances. No damages shall be charged to or accrue against the Owner if Owner cannot furnish such title, but if Owner can furnish a defective title or good title to less than a 3/32nds interest in the aforesaid mining rights, Carey may accept such title and payments made hereunder shall be reduced proportionately with the defect in title or the lesser interest conveyed.

In the event that Carey does not exercise the option it will restore the premises to the condition in which they were prior to the granting of this option, with the exception of such necessary

changes as may have been made in order to carry out Carey's exploration.

It is understood and agreed that any and all improvements by Carey on the premises during the option period, or thereafter, if the option is exercised, shall be paid for by Carey.

Any taxes on the Owner's interest in the aforesaid mining rights commencing with January 1, 1951 shall be paid by Carey until the expiration of the option and thereafter, provided the option is exercised.

If any material, other than asbestos, that comes within the mining rights of the Owner, is discovered on this property Carey will have the first option on the purchase of mining rights for such material on the same terms and conditions offered by any other person in good faith. On the receipt of such an offer Owner shall communicate the terms of the offer to Carey in writing and Carey, if it desires to exercise its first option, shall exercise its first option within thirty days by communicating with the Owner in writing.

The covenants and conditions herein contained shall extend to and be binding upon the heirs, executors, administrators, successors and lawful assigns of the parties hereto.

IN WITNESS WHEREOF, we have signed these presents as of the day and year first above written.

THE PHILIP CAREY MANUFACTURING COMPANY

By C. B. Pooler

WITNESSES:

Frieda Segel

OWNER

H. E. MacKenzie

STATE OF CALIFORNIA)
) SS.
COUNTY OF Los Angeles)

BE IT REMEMBERED, That on the 30th day of September, 1950 before me, a Notary Public, in and for said County, personally came H. E. MacKENZIE, the Owner named in the foregoing option agreement and acknowledged the signing thereof to be the Owner's voluntary act and deed.

IN TESTIMONY WHEREOF, I have hereunto subscribed by name and affixed my official seal on the day and year aforesaid.

Frieda Segel

OPTION AGREEMENT

This option and memorandum of agreement entered into as of this 2nd day of September 1950, between THE PHILIP CAREY MANUFACTURING COMPANY, an Ohio corporation, party of the first part, hereinafter called "Carey", and MRS. HERBERT (JEAN M.) STAMPE, party of the second part, hereinafter called "Owner", as follows:

WITNESSETH:

That the Owner for and in consideration of the sum of $500.00 to it paid in hand by Carey, the receipt whereof is hereby acknowledged, hereby grants to Carey an option to purchase all of the Owner's interest but not less than a 3/16ths interest in and to asbestos mining rights, including the right to enter and prosecute the asbestos mining business, to erect buildings, and to do anything necessary to prosecute asbestos mining operations, in property situated in the County of Orleans in the State of Vermont, said mining claim or claims being located and described as follows:

> All that land conveyed to Melvin E. Tucker by John G. Watkins on October 26, 1900, as set forth in a deed recorded in Volume 13, page 272, Lowell Land Records, and also all rights of said Melvin E. Tucker in and to certain mining rights conveyed to said Melvin E. Tucker by C. F. Kelley in said Kelley's farm in same Lowell and recorded October 20, 1900, in Volume 13, page 275, Lowell Land Records; said mining claim being the same claim quit-claimed by Melvin E. Tucker to M. E. Tucker, William A. Wright, Elisha May and Henry C. Bates as Vermont Asbestos Company by deed recorded in Lowell Land Records April 19, 1901, in Book 13, page 347; together with any and all other mining rights in the County of Orleans, State of Vermont, in which Owner has any interest.

Note: (C. F. Kelley is sometimes referred to as C. F. Kelly)

This option shall continue until September 1, 1951 during which time Carey shall be given access to and the right to remove samples and to do any other things necessary to investigate the possibilities of developing commercially the said mining rights.

If Carey, in its sole discretion, decides after such investigation that such mining rights warrant further development, it will pay the Owner in accordance with the Owner's election on or before September 1, 1951 either $6,000.00 or $.0625 per ton as royalty on each ton of asbestos fibre produced from said lands covered by such mining rights but, in any event, not less than $1,000.00 per year for the ten (10) years beginning January 1, 1952; said royalties to be paid in minimum monthly installments of $83.33 on the 15th day of each month. All production of asbestos fibre hereunder shall be credited at the rate of $.0625 per ton against such minimum payments. The intent of this provision is that production shall be paid for at the rate of $.0625 per ton each month but that a minimum of $83.33 shall be paid each month during the said ten (10) year period; thereafter the $.0625 per ton shall apply without minimum.

* In the event that Carey decides to avail itself of the foregoing Option to purchase Owner's interest, Owner agrees to sell and convey to Carey Owner's entire interest but not less than a 3/16th interest in the aforementioned mining rights, the same to be conveyed by good and sufficient general warranty deed showing a good and merchantable title in the aforesaid mining rights free from encumbrances. No damages shall be charged to or accrue against the Owner if he cannot furnish such title.

In the event that Carey does not exercise the Option, it will restore the premises to the condition in which it was prior to the granting of this Option with the exception of such necessary changes as were made in order to carry out its exploration.

J.M.S.
C.B.P.

* When $10,000.00 total has been paid at any time during the
* first ten year period, the minimum monthly payments shall cease and thereafter monthly payments shall be on the basis of tonnage produced at $.0625 per ton.

It is understood and agreed that any and all improvements on the premises, during the Option period, or thereafter, if the Option is exercised, shall be paid for by Carey.

Any taxes on the Owner's interest for each year, commencing with January 1st, 1951, shall be paid by Carey until the expiration of the Option and thereafter, provided the Option is exercised.

If any material other than asbestos that comes within the mining rights of the owner is discovered on this property Carey will have first option on its purchase.

The covenants and conditions herein contained shall extend to and be binding upon the heirs, executors, administrators, successors, and lawful assigns of the parties hereto.

IN WITNESS WHEREOF, we have signed these presents as of the day and year first above written.

THE PHILIP CAREY MANUFACTURING COMPANY

By C. B. Pooler
Vice-President

Jean M. Stampe

STATE OF NEW YORK)
COUNTY OF MONROE) SS.
CITY OF ROCHESTER)

BE IT REMEMBERED, That on the 2nd day of September in the year of our Lord nineteen hundred and fifty before me, a Commisioner of Deeds, in and for said city, personally came C. B. Pooler and Mrs. Herbert (Jean M. Stampe) the parties named in the foregoing Option Agreement, and acknowledged the signing thereof to be their voluntary act and deed.

IN TESTIMONY WHEREOF, I have hereunto subscribed my name.

Harry N. Harris
Com. of Deeds

THIS AGREEMENT made this 21st day of November, 1950, between THE PHILIP CAREY MANUFACTURING COMPANY, an Ohio corporation, herein called "Carey", and the RAPHAEL PUMPELLY TRUST, herein called the "Owner";

W I T N E S S E T H:

That the Owner, in consideration of the sum of One Hundred Dollars ($100), receipt whereof is hereby acknowledged, hereby grants to Carey the option to purchase at any time on or before October 15, 1952, all the asbestos mining rights, as hereinafter more fully described, in and upon the real estate in the County of Orleans, State of Vermont, described on Exhibit A attached hereto and made a part hereof, upon the following terms and conditions:

1. During the period from the date hereof until the expiration of this option, Carey shall have the right to enter upon the above-described property for the purpose of making such investigations and doing such prospecting, drilling, testing, and removing of samples of asbestos fibre and asbestos bearing materials, as it deems necessary in order to determine whether the asbestos fibre located in such real estate is of sufficient quantity and quality to warrant the mining thereof by Carey, and in that connection, it may erect on such property such structures and other machinery as may be necessary.

2. Carey will pay any real estate taxes on the Owner's asbestos mining rights in said real estate due and payable between January 1, 1952 and October 15, 1952, or the earlier termination of this option.

3. The purchase price for said mineral rights shall be, at the election of the Owner, either the sum of Fifteen Thousand Dollars ($15,000) or a royalty of thirty-two cents (32¢) per ton for each ton of asbestos fibre produced from the materials

mined from the above-described property, payable on or before the 15th day of each month on account of asbestos fibre, if any, produced during the preceding calendar month. If the Owner elects to be paid on a royalty basis, during the period from January 1, 1953 until January 1, 1963, or the date upon which the total royalties payable hereunder amount in the aggregate to Seven Thousand, Five Hundred Dollars ($7,500), whichever is earlier, Carey shall be obligated to pay a royalty of not less than Sixty-Two Dollars, Fifty Cents ($62.50) per month, regardless of whether any asbestos fibre is produced during the preceding month. If the real estate contains less than one hundred fifty (150 acres), the lump sum purchase price, or the minimum royalty, whichever the Owner elects to receive, shall be reduced proportionately.

4. Carey shall exercise this option by mailing written notice to the Owner on or before October 15, 1952. Not later than thirty (30) days after such notice, the Owner shall execute and deliver to Carey a general warranty deed conveying to Carey a good and merchantable title, in fee simple, free, clear and unencumbered, except for taxes payable on such mining rights on and after January 1, 1952, whereby Carey shall acquire the sole and exclusive right to mine and remove from the real estate the rock and other materials containing asbestos fibre, and without limiting the generality of the foregoing, to erect such buildings and other structures thereon as may be necessary in order to produce asbestos fibre on the premises from the materials so mined and to do all other things necessary or appropriate in connection with asbestos fibre mining operations and the removal of asbestos fibre from the property. If the Owner elects to receive the lump sum purchase price, then Carey shall pay to the Owner such lump sum purchase price against delivery of the deed. If the Owner elects to be paid on a royalty basis, then the deed shall contain an appropriate covenant, whereby Carey agrees to pay the royalties as provided in paragraph 3.

5. If the Owner cannot furnish a good and merchantable title to all said mineral rights free from encumbrances, the Owner shall not be liabile for damages, but Carey shall have the right to accept such title as the Owner is able to convey, and in such event, the purchase price or royalties, whichever is elected by the Owner, shall be adjusted equitably to offset such defect in title or the fact that the Owner is only able to convey a lesser interest.

6. If any material other than asbestos fibre coming within the Owner's mining rights is discovered on the property, Carey shall have the first option to purchase the mining rights for such material on the same terms and conditions offered by any other person in good faith. On receipt of such an offer, the Owner shall communicate the terms of the offer to Carey in writing, and Carey, if it desires to exercise such right of purchase, shall so notify the Owner in writing within thirty (30) days thereafter. It is understood, however, that the Owner may in no event grant mining rights to others which will interfere with or diminish Carey's rights to mine asbestos fibre as hereby granted. The deed shall contain an appropriate covenant by the Owner complying with this provision.

7. Carey may at any time prior to October 15, 1952, surrender this option by written notice to the Owner. If Carey so surrenders this option, or if Carey fails to exercise this option on or before October 15, 1952, it shall, within one year after it surrenders this option, or within one year after the expiration of this option, whichever first occurs, remove from the premises any structures and machinery thereon place by it.

8. This Agreement shall inure to the benefit of and be binding upon the parties hereto, their heirs, executors, administrators, successors and assigns.

IN WITNESS WHEREOF, the parties hereto have executed this Agreement.

In the Presence of:

THE PHILIP CAREY MANUFACTURING COMPANY

By John W. Humphrey (l.s.)

RAPHAEL PUMPELLY TRUST

By William Ferguson (l.s.)

Blanche F. Taylor

Richard C. Curtis (l.s.)

Mary C. McLellan

Philip W. Trumbull (l.s.)

Trustees

STATE OF Massachusetts :
ss:
COUNTY OF Saffolk :

At Boston, this 21st day of November, 1950 William Ferguson, Richard C. Curtis and Philip W. Trumbull, Trustees of the Raphael Pumpelly Trust, personally appeared and acknowledged this instrument by them sealed and subscribed to be their free act and deed individually and as such Trustees.

Before me

Blanche F. Taylor
Notary Public

APPENDIX A

Nov. 14, 1902, L. O. and Inez A. Sanborn sold to Holt, Pumpelly and Temple mining rights described as follows: Beginning at a marked post and stone on line between F. H. and L. O. Sanborn, at the northeast corner of woods, about sixty (60) rods west of the Irasburg Road, on Lot No. Sixteen (16) in range seven (7); thence running southerly about forty (40) rods to a marked tree at corner of woods; thence westerly about fifteen (15) rods to a marked tree; thence southwesterly in a straight line about fifty (50) rods to a marked tree on the ledge; thence southerly along a board fence to line between L. O. Sanborn and Kimball to a post and stone; thence west to corner of said lot 16; thence north to the northwest corner of said lot; thence east to point of starting being about..... 50 acres
(This deed is recorded in Book 13, Page 535, of Lowell Land Records.)

Dec. 23, 1902, Frank H. Sanborn deeded to Holt, Pumpelly and Temple the following mining rights:
All right and title the minerals and metals that may be in or on that portion of the west half of Lot No. Seventeen (17) in the seventh (7) range, bounded as follows, viz: Beginning at the northwest corner of the east half of said land, at corner of land late of Fred Messer, then running southerly about one hundred (100) rods to the southwest corner of the east half of lot 17; thence easterly forty-five (45) rods to the small brook and southeast corner of lot 17; thence northeasterly about one hundred (100) rods to the land of C. Kelley at a point thirty (30) rods east of point off beginning; thence westerly to the point of starting; being about ..... 25 acres
(This deed is recorded in Book 13, Page 544, of Lowell Land Records.)

Dec. 9, 1902, William Macumber deeded to Holt, Pumpelly and Temple the following:
All the right and title to the minerals and metals which may be in or on that portion of Lot 17 in Range 7, bounded as follows: beginning at the northwest corner of the east half of lot 17 at the corner of land late of Messer and running about one hundred (100) rods southerly to the southwest corner of said land to the line of L. O. Sanborn and the southeast corner of land late of Messer; thence easterly forty-five (45) rods to the small brook and southeast corner of lot 17; thence northeasterly to the north line of lot 17 and land of C. Kelley at a point thirty (30) rods east of point of beginning, being about one hundred (100) rods; thence westerly thirty (30) rods to point of starting, being about..... 25 acres

June 26, 1943, mineral rights reserved on the westerly half of lot No. 17 in Range 7, in land sold to Harold T. Pope; being about..... 50 acres

This property is located on a hill road leading from Lowell to Westfield in a northeasterly direction from Lowell Village about two miles distant.
(Book 20, Page 365, of Lowell Land Records)

THE PHILIP CAREY MANUFACTURING COMPANY

By John W. Humphrey (l.s.)

RAPHAEL PUMPELLY TRUST

By William Ferguson (l.s.)

Richard C. Curtis (l.s.)

Philip W. Trumbull (l.s.)

Trustees

OPTION AGREEMENT

This option and memorandum of agreement entered into as of the 2nd day of September 1950, between THE PHILIP CAREY MANUFACTURING COMPANY, an Ohio corporation, party of the first part, hereinafter called "Carey", and MRS. V. E. (HAIGIS) HANSEN, party of the second part, hereinafter called "Owner", as follows:

WITNESSETH:

That the Owner for and in consideration of the sum of $250.00 to it paid in hand by Carey, the receipt whereof is hereby acknowledged, hereby grants to Carey an option to purchase all of the Owner's interest, but not less than a 3/32nds interest, in and to asbestos mining rights, including the right to enter and prosecute the asbestos mining business, to erect buildings, and to do anything necessary to prosecute asbestos mining operations, in property situated in the County of Orleans in the State of Vermont, said mining claim or claims being located and described as follows:

> All that land conveyed to Melvin E. Tucker by John G. Watkins on October 26, 1900, as set forth in a deed recorded in Volume 13, page 272, Lowell Land Records, and also all rights of said Melvin E. Tucker in and to certain mining rights conveyed to said Melvin E. Tucker by C. F. Kelley in said Kelley's farm in same Lowell and recorded October 20, 1900, in Volume 13, page 275, Lowell Land Records; said mining claim being the same claim quit-claimed by Melvin E. Tucker to M. E. Tucker, William A. Wright, Elisha May and Henry C. Bates as Vermont Asbestos Company by deed recorded in Lowell Land Records April 19, 1901, in Book 13, page 347; together with any and all other mining rights in the County of Orleans, State of Vermont, in which Owner has any interest.

Note: (C. F. Kelley is sometimes referred to as C. F. Kelly)

This option shall continue until September 1, 1951 during which time Carey shall be given access to and the right to remove samples and to do any other things necessary to investigate the possibilities of developing commercially the said mining rights.

If Carey, in its sole discretion, decides after such investigation that such mining rights warrant further development and exercises the option granted hereunder, it will pay the Owner in accordance with the Owner's election on or before September 1, 1951 either $3,000.00 in full and complete payment for the mining rights described above, or $.03125 per ton as royalty on each ton

V.E.H.

of asbestos fibre produced from said lands covered by such mining rights, but in any event not less than $500.00 per year for the ten year period beginning January 1, 1952; said royalties to be paid on the basis of production of asbestos fibre during each month in minimum monthly installments of $41.66 on or before the 15th day of the month next following the month in which such asbestos fibre was produced. All production of asbestos fibre hereunder shall be credited at the rate of $.03125 per ton against such minimum payments. The intent of this provision is that production shall be paid for at the rate of $.03125 per ton each month, but that a minimum of $41.66 shall be paid each month during the said ten year period; thereafter the royalty of $.03125 per ton shall apply to all production of asbestos fibre but there shall be no minimum royalty guaranteed. If at any time within the first ten year period a total of $5,000.00 has been paid under the above royalty provisions, the minimum monthly royalties shall cease and thereafter monthly payments of royalties shall be made solely on the basis of tonnage produced at the rate of $.03125 per ton.

In the event that Carey decides to avail itself of the foregoing option to purchase Owner's interest, Owner agrees to sell and convey to Carey Owner's entire interest, but not less than a 3/32nds interest, in the aforesaid mining rights, the same to be conveyed by good and sufficient general warranty deed showing a good and merchantable title in the aforesaid mining rights free from encumbrances. No damages shall be charged to or accrue against the Owner if Owner cannot furnish such title, but if Owner can furnish a defective title or good title to less than a 3/32nds interest in the aforesaid mining rights, Carey may accept such title and payments made hereunder shall be reduced proportionately with the defect in title or the lesser interest conveyed.

In the event that Carey does not exercise the option it will restore the premises to the condition in which they were prior to the granting of this option, with the exception of such necessary changes as may have been made in order to carry out Carey's exploration.

V.E.H.

It is understood and agreed that any and all improvements by Carey on the premises during the option period, or thereafter, if the option is exercised, shall be paid for by Carey.

Any taxes on the Owner's interest in the aforesaid mining rights commencing with January 1, 1951 shall be paid by Carey until the expiration of the option and thereafter, provided the option is exercised.

If any material, other than asbestos, that comes within the mining rights of the Owner, is discovered on this property Carey will have the first option on the purchase of mining rights for such material on the same terms and conditions offered by any other person in good faith. On the receipt of such an offer Owner shall communicate the terms of the offer to Carey in writing and Carey, if it desires to exercise its first option, shall exercise its first option within thirty days by communicating with the Owner in writing.

The covenants and conditions herein contained shall extend to and be binding upon the heirs, executors, administrators, successors and lawful assigns of the parties hereto.

IN WITNESS WHEREOF, we have signed these presents as of the day and year first above written.

THE PHILIP CAREY MANUFACTURING COMPANY

By C. B. Pooler

OWNER

V. E. Haigis Hansen
Vera E. Haigis Hansen

STATE OF CALIFORNIA)
) SS.
COUNTY OF)

BE IT REMEMBERED, That on the 26 day of September, 1950 before me, a Notary Public, in and for said County, personally came Mrs. V. E. (Haigis) Hansen, also known as Vera E. (Haigis) Hansen, the Owner named in the foregoing option agreement and acknowledged the signing thereof to be the Owner's voluntary act and deed.

IN TESTIMONY WHEREOF, I have hereunto subscribed my name and affixed my official seal on the day and year aforesaid.

Edythe Jacobs

OPTION AGREEMENT

This option and memorandum of agreement entered into as of this 2nd day of September 1950, between THE PHILIP CAREY MANUFACTURING COMPANY, an Ohio corporation, party of the first part, hereinafter called "Carey", and Donald J. MacCARGO, party of the second part, hereinafter called "Owner", as follows:

WITNESSETH:

That the Owner for and in consideration of the sum of $500.00 to it paid in hand by Carey, the receipt whereof is hereby acknowledged, hereby grants to Carey an option to purchase all of the Owner's interest but not less than a 3/16ths interest in and to asbestos mining rights, including the right to enter and prosecute the asbestos mining business, to erect buildings, and to do anything necessary to prosecute asbestos mining operations, in property situated in the County of Orleans in the State of Vermont, said mining claim or claims being located and described as follows:

> All that land conveyed to Melvin E. Tucker by John G. Watkins on October 26, 1900, as set forth in a deed recorded in Volume 13, page 272, Lowell Land Records, and also all rights of said Melvin E. Tucker in and to certain mining rights conveyed to said Melvin E. Tucker by C. F. Kelley in said Kelley's farm in same Lowell and recorded October 20, 1900, in Volume 13, page 275, Lowell Land Records; said mining claim being the same claim quit-claimed by Melvin E. Tucker to M. E. Tucker, William A. Wright, Elisha May and Henry C. Bates as Vermont Asbestos Company by deed recorded in Lowell Land Records April 19, 1901, in Book 13, page 347; together with any and all other mining rights in the County of Orleans, State of Vermont, in which Owner has any interest.

Note: (C. F. Kelley is sometimes referred to as C. F. Kelly)

This option shall continue until September 1, 1951 during which time Carey shall be given access to and the right to remove samples and to do any other things necessary to investigate the possibilities of developing commercially the said mining rights.

If Carey, in its sole discretion, decides after such investigation that such mining rights warrant further development, it will pay the Owner in accordance with the Owner's election on or before September 1, 1951 either $6,000.00 or $.0625 per ton as royalty on each ton of asbestos fibre produced from said lands covered by such mining rights but, in any event, not less than $1,000.00 per year for the ten (10) years beginning January 1, 1952; said royalties to be paid in minimum monthly installments of $83.33 on the 15th day of each month. All production of asbestos fibre hereunder shall be credited at the rate of $.0625 per ton against such minimum payments. The intent of this provision is that production shall be paid for at the rate of $.0625 per ton each month but that a minimum of $83.33 shall be paid each month during the said ten (10) year period; thereafter the $.0625 per ton shall apply without minimum.

* In the event that Carey decides to avail itself of the foregoing Option to purchase Owner's interest, Owner agrees to sell and convey to Carey Owner's entire interest but not less than a 3/16th interest in the aforementioned mining rights, the same to be conveyed by good and sufficient general warranty deed showing a good and merchantable title in the aforesaid mining rights free from encumbrances. No damages shall be charged to or accrue against the Owner if he cannot furnish such title.

In the event that Carey does not exercise the Option, it will restore the premises to the condition in which it was prior to the granting of this Option with the exception of such necessary changes as were made in order to carry out its exploration.

C.B.P.
D.J.M.

* When $10,000.00 total has been paid at any time during the first ten year period, the minimum monthly payments shall cease and thereafter monthly payments shall be on the basis of tonnage produced at $.0625 per ton.

It is understood and agreed that any and all improvements on the premises, during the Option period, or thereafter, if the Option is exercised, shall be paid for by Carey.

Any taxes on the Owner's interest for each year, commencing with January 1st, 1951, shall be paid by Carey until the expiration of the Option and thereafter, provided the Option is exercised.

If any material other than asbestos that comes within the mining rights of the Owner is discovered on this property Carey will have first option on its purchase.

The covenants and conditions herein contained shall extend to and be binding upon the heirs, executors, administrators, successors, and lawful assigns of the parties hereto.

IN WITNESS WHEREOF, we have signed these presents as of the day and year first above written.

THE PHILIP CAREY MANUFACTURING COMPANY

By C. B. Pooler
Vice-President

Donald J. MacCargo

STATE OF NEW YORK)
COUNTY OF MONROE) SS.
CITY OF ROCHESTER)

BE IT REMEMBERED, That on the 2nd day of September in the year of our Lord nineteen hundred and fifty before me, a Commissioner of Deeds, in and for said city, personally came C. B. Pooler and Donald J. MacCargo, the parties named in the foregoing Option Agreement, and acknowledged the signing thereof to be their voluntary act and deed.

IN TESTIMONY WHEREOF, I have hereunto subscribed my name.

Harry N. Harris
Com. of Deeds

OPTION AGREEMENT

THIS OPTION AND MEMORANDUM OF AGREEMENT, entered into as of the 24th day of November, 1950, between THE PHILIP CAREY MANUFACTURING COMPANY, an Ohio corporation, party of the first part, hereinafter called "CAREY," and EVELYN T. HANSEN, as Guardian of the Estate of ALICE B. TUCKER, and incompetent person, party of the second part, hereinafter called "Owner";

WITNESSETH: That,

WHEREAS, pursuant to notices given thereof, said Owner did petition the Superior Court of the State of California, in and for the County of Los Angeles, for leave to execute the within Option Agreement; and

WHEREAS, upon the hearing of said petition, due notice of which hearing had been given as required by law, the said Superior Court did, on November 6, 1950, make and Order authorizing and directing said EVELYN T. HANSEN, as Guardian of the Estate of Alice B. Tucker, and incompetent person, to execute the within Option Agreement.

NOW, THEREFORE, SAID OWNER for and in consideration of the sum of $250.00 to her paid in hand by Carey, the receipt whereof is hereby acknowledged, hereby grants to Carey an option for a mining lease as hereinafter specified for all of Owner's interest, but not less than a 3/32nds interest, in and to asbestos mining rights, including the right to enter and prosecute the asbestos mining business, to erect buildings, and to do anything necessary to prosecute asbestos mining operations, in property situated in the County of Orleans, in the State of Vermont, said mining claim or claims being located and described as follows:

> All that land conveyed to Melvin E. Tucker by John G. Watkins on October 26, 1900, as set forth in a deed recorded in Volume 13, page 272, Lowell Land Records, and also all rights of said Melvin E. Tucker in and to certain mining rights in said Kelly's farm in same Lowell and recorded October 20, 1900, in Volume 13, page 275, Lowell Land Records; said mining claim being the same claim quit-claimed by Melvin E. Tucker to M. E. Tucker, William A. Wright, Elisha May and Henry C. Bates as Vermont Asbestos Company by deed recorded in Lowell Land Records April 19, 1901, in Book 13, page 347; together with any and all other mining rights in the County of Orleans, State of Vermont, in which Owner has any interest.

Note: (C. F. Kelley is sometimes referred to as C. F. Kelly.)

This option shall continue until September 1, 1951, during which time Carey shall be given access to and the right to remove samples, and to do any other things necessary to investigate the possibilities of developing commercially the said mining rights.

If Carey, in its sole discretion, decides after such investigation that such mining rights warrant further development and exercises the option granted hereunder by notice in writing, it will pay the Owner at the rate of $.03125 per ton as royalty on each ton of asbestos fibre produced from said lands covered by such mining rights, but in any avent not less than $500.00 per year for the ten year period beginning January 1, 1952; said royalties to be paid on the basis of production of asbestos fibre during each month in minimum monthly installments of $41.66 on or before the fifteenth day of the month next following the month in which such asbestos fibre was produced. All production of asbestos fibre hereunder shall be credited at the rate of $.03125 per ton against such minimum payments. The intent of this provision is that production shall be paid for at the rate of $.03125 per ton each month, but that a minimum of $41.66 shall be paid each month during the said ten year period; at the end of said ten year period and thereafter so long as asbestos fibre is produced from said property in paying quantities the royalty of $.03125 per ton shall apply to all production of asbestos fibre, but there shall be no minimum royalty guaranteed. If at any time within the first ten year period a total of $5,000.00 has been paid under the above royalty provisions, the monthly royalties shall be paid solely on the basis of tonnage produced at the rate of $.03125 per ton.

In the event that Carey decides to avail itself of the foregoing option to lease Owner's interest, Owner agrees to execute a mining lease to Carey covering Owner's entire interest, but not less than a 3/32nds interest, in the aforesaid

mining rights. If Owner's interest is less than a 3/32nds interest in the aforesaid mining rights, Carey may accept such lease on Owner's interest, and payments made hereunder shall be reduced proportionately.

In the event that Carey does not exercise the option, it will restore the premises to the condition in which they were prior to the granting of this option, with the exception of such necessary changes as may have been made in order to carry out Carey's exploration.

It is understood and agreed that any and all improvements by Carey on the premises during the option period, or thereafter, if the option is exercised, shall be paid for by Carey. Any expenses incident to court approval or perfecting title to property covered by said lease, in compliance with this option, will also be paid by Carey.

All payments shall be made to Owner, at Los Angeles, California.

Any taxes on the Owner's interest in the aforesaid mining rights commencing with January 1, 1951, shall be paid by Carey until the expiration of the option and thereafter, provided the option is exercised.

If any material, other than asbestos, that comes within the mining rights of the Owner, is discovered on this property Carey will have the first option on the purchase of mining rights for such material on the same terms and conditions offered by any other person in good faith. On the receipt of such an offer, Owner shall communicate the terms of the offer to Carey in writing and Carey, if it desires to exercise its first option, shall exercise its first option within thirty (30) days by communicating with the Owner in writing.

The covenants and conditions herein contained shall extend to and be binding upon the heirs, executors, administrators, successors and lawful assigns of the parties hereto.

IN WITNESS WHEREOF, we have signed these presents as of the day and year first above written.

THE PHILIP CAREY MANUFACTURING CO.

By C. B. Pooler
Vice President

Evelyn T. Hansen, as guardian
of the Estate of Alice B. Tucker,
an incompetent person, Owner

WITNESSES:

_____

_____

STATE OF CALIFORNIA)
) SS.
COUNTY OF LOS ANGELES)

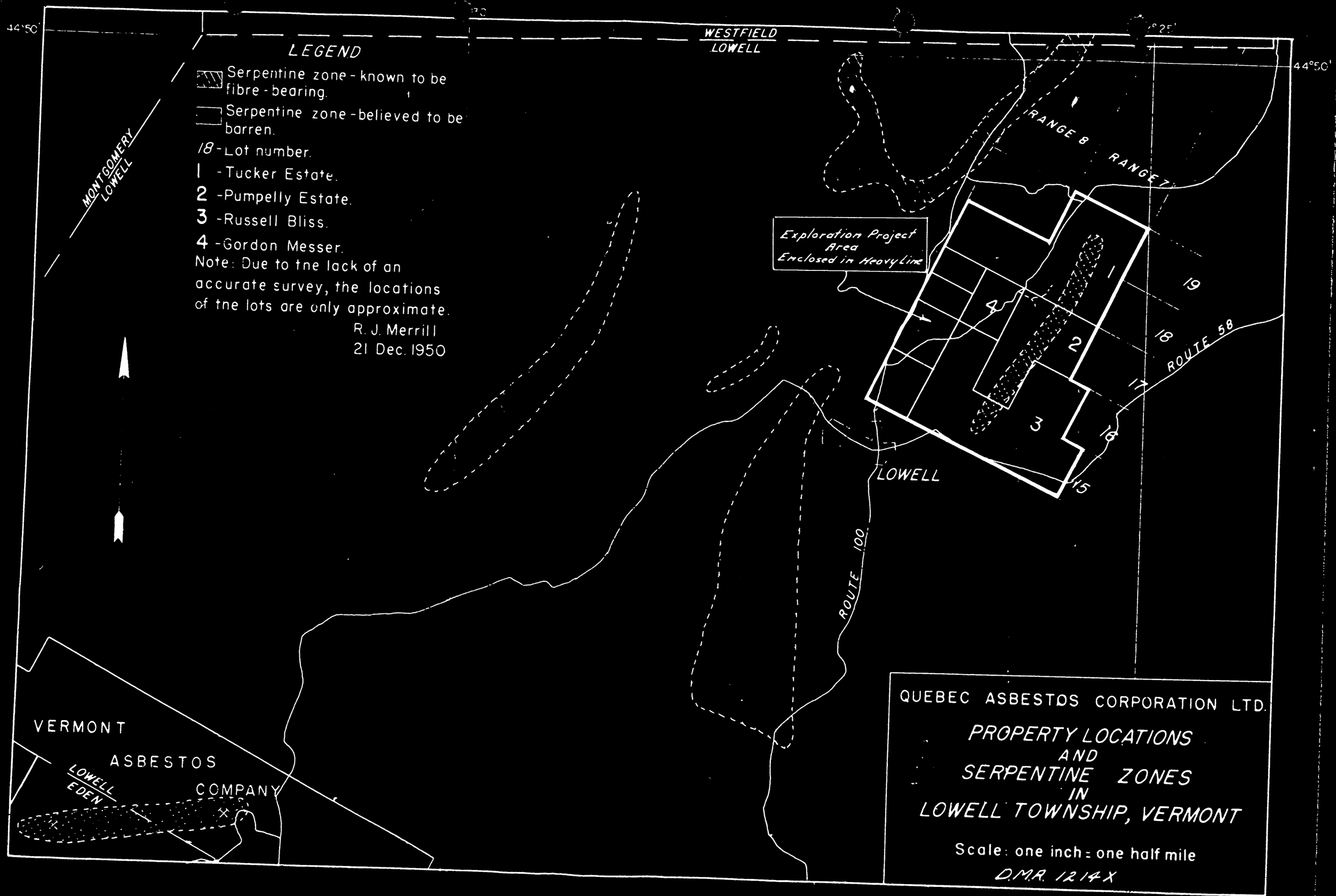
On this 24th day of November, 1950, before me, the undersigned, a Notary Public in and for said County and State, personally appeared EVELYN T. HANSEN, the duly appointed, qualified and acting Guardian of the Estate of Alice B. Tucker, an Incompetent Person of Los Angeles, County of Los Angeles, State of California, and acknowledged the execution of the foregoing Option Agreement, and by her signed, sealed and subscribed to be her free act and deed, as such Guardian.

IN WITNESS WHEREOF, I have set my hand and seal at Los Angeles, California, the day and year in this certificate above written.

Edythe Jacobs
Notary Public in and for
said County and State.

My Commission Expires
August 13, 1951

DEPARTMENT OF THE INTERIOR
Defense Minerals Administration
RECEIVED
MAY 21 1951
LANDON F. STROBEL
Executive Secretary


44°50'
WESTFIELD
LOWELL
44°50'
LEGEND
Serpentine zone - known to be fibre - bearing.
Serpentine zone - believed to be barren.
18 - Lot number.
1 - Tucker Estate.
2 - Pumpelly Estate.
3 - Russell Bliss.
4 - Gordon Messer.
Note: Due to the lack of an accurate survey, the locations of the lots are only approximate.
R. J. Merrill
21 Dec. 1950
MONTGOMERY
LOWELL
RANGE 8
RANGE 7
Exploration Project Area Enclosed in Heavy Line
1
2
3
4
19
18
17
16
15
ROUTE 58
LOWELL
ROUTE 100
VERMONT
ASBESTOS
COMPANY
LOWELL
EDEN
QUEBEC ASBESTOS CORPORATION LTD.
PROPERTY LOCATIONS AND SERPENTINE ZONES IN LOWELL TOWNSHIP, VERMONT
Scale: one inch = one half mile
D.M.R. 1214X

xxxxxxxxxxxxxx
College Park, Maryland

February 15, 1952

Mr. Robert S. King
Chairman of the Board
The Philip Carey Manufacturing Co.
Lockland, Cincinnati 15, Ohio

REGISTERED MAIL

Dear Mr. King:

In reference to my letter to you dated September 18, 1951 and my letter to your Mr. Vincent P. O'Reilly dated November 20, 1951, regarding Contract I-DMA-143 covering your asbestos property in Orleans County, Vermont:

In order to clear Docket DMA-121MX, which includes the above mentioned contract, positive action as to an extension of this contract is now urgent. Accordingly, if the information requested last September 18 is not received within a period of thirty days ending March 15, 1952, it will be assumed that you are not further interested in obtaining an extension of time for the exploration under consideration and the contract will be terminated.

Very truly yours,

McHenry Mosier, Executive Officer
Bureau-Survey Field Team
Defense Minerals Exploration
Administration, Region VIII

McMm:rwa

copy for DMEA Files 2
FEJohnson
Mittendorf, C.O.
VPO'Reilly
WENelson
Extra

xxxxxxxxxxxxxxx

College Park, Maryland

September 18, 1951

Mr. R. S. King
Chairman of the Board
The Philip Carey Manufacturing Co.
Lockland, Cincinnati 15, Ohio

Dear Mr. King:

Your letter of September 6 relative to Docket No. DMA-1211X, Contract I-DMA-443, in which a request is made for an extention of the starting date for work under this contract, has been referred to this office.

This office is authorized to modify contracts provided copies of options or leases and subordination agreements are submitted and the cost involved is not increased. Favorable action in your request is considered justified and may be concurred in by amending the original application as follows:

Submit in writing -

(1) A description of the changes in the work to be performed.
(2) A justification for the changes.
(3) A map indicating the area in which the work is to be undertaken.
(4) Copies of leases or options and subordination agreements.

This amendment is to be submitted in quadruplicate, one copy for each copy of the original application.

It is noted that the Government agreed to waive requirement of the lessor's subordination agreement in the original application. In case subordination agreements are not obtainable in the new area in which exploratory work is to be conducted we will endeavor to obtain a new waiver from the Washington Office.

Very truly yours,

McHenry Mosier
Executive Officer
Bureau-Survey Field Team
Defense Minerals Administration
Region VIII

McMosier:Millar:rwa

copy for DMA Files 2
COMittendorf
John Cooper, Acting
for J.B.Hanley

FILE COPY
SURNAME:

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

SEP 17 1951

Mr. McHenry Mosier
Executive Officer
Region VIII
Bureau of Mines
Eastern Experiment Station
College Park, Maryland

Re: Docket No. DMA - 1214X
The Philip Carey Manufacturing Company
Exploration Project Contract I-DMA-243

Dear Mr. Mosier:

There is enclosed a letter dated September 6, 1951, from The Philip Carey Manufacturing Company, which was delivered to my office by Mr. V. P. O'Reilly, Washington representative of the Operator.

You will note that an extension of the contract termination date to June 1, 1952 is requested by the Operator. Inasmuch as this proposed change comes within the authority delegated to the Executive Officers of DMA Field Teams under Order No. 2653, covered by Circular Letter No. 9, dated August 22, 1951, it is suggested that you arrange with the Operator for the necessary amendment.

Sincerely yours,

SIGNED
C. L. Mittendorf, Director
Production Expansion Division

Enclosure

APPROVED:

Chairman, Coordinating Committee

Member, Geological Survey

Member, Bureau of Mines

FEJohnson/meb
9/11/51
cc to: Admr's Reading File
Reports & Records
Messrs.Mittendorf/Olund
Mr. R. S. King
Mr. V. P. O'Reilly
Mr. Johnson
Docket

COPY

COPY

THE PHILIP CAREY MANUFACTURING COMPANY
LOCKLAND, CINCINNATI 15, OHIO

Robert [illegible] Board
[illegible]

September 6, 1951

U. S. Dept. of Interior
Defense Minerals Adm.
College Park, Maryland

Attn: Mr. McHenry Mosier, Exec. Officer
Bureau-Survey Field Team
DMA Region VIII

Dear Sir:

Replying to yours of August 30th with reference to Docket DMA-1214X and Exploration Project Contract I-DMA-E43, dated June 29, 1951.

I beg to advise that work on this contract had been started by our company and completed on the northern part of the area included in the contract. This work has been paid for and showed no favorable indications.

It is our expectation to start work on the south end of this area as soon as water is available in the spring and with that in mind, would like to have the contract extended until such time as work can then begin. I would suggest June 1, 1952.

Very truly yours,

/s/ R. S. KING
/t/ R. S. KING

cc: Mr. V. P. O'Reilly
Mr. E. J. Fasold

COPY

xxxxxxxxxxxxxx

College Park, Maryland

August 30, 1951

Mr. V. P. O'Reilly
The Philip Carey Manufacturing Company
Lockland
Cincinnati 15, Ohio

Dear Mr. O'Reilly:

In reference to Docket DMA-1214X and Exploration Project Contract I-DMA-243, dated June 29, 1951:

As our Field Engineer has reported that you have not undertaken any work under this contract and thirty days only were allowed from date of the contract to the start of the contract on the exploration project, will you kindly advise me whether you would like to have an extension of time on the starting date of the contract or whether you would prefer to have the contract terminated. Among the factors envolved in the situation with respect to the Government is the release of funds deposited in one of the Treasury's Regional repositories for the payment of the Government's commitment on this contract.

Yours very truly,

McHenry Mosier
Executive Officer
Bureau-Survey Field Team
Defense Minerals Administration
Region VIII

[illegible]

[illegible]

FILE COPY
SURNAME:

Mittendorf
Strobel 7/12

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

July 11, 1951

a.e.c.

Mr. McHenry Mosier
Executive Officer
Region VIII
Defense Minerals Administration
Eastern Experiment Station
College Park, Maryland

Re: Docket DMA-1214X
Exploration Project Contract
I-DMA-E43
The Philip Carey Manufacturing Co.
Cincinnati, Ohio

Dear Mr. Mosier:

Enclosed for the use of your office is a copy of the contract covering the subject exploration project, which has been signed by Mr. James Boyd, Administrator, and by Mr. V. P. O'Reilly for the Philip Carey Company.

A copy for the Regional Finance Officer will be forwarded by the Washington Finance Division, together with accounting instructions.

Sincerely yours,

C. O. Mittendorf

C. O. Mittendorf, Director
Production Expansion Division

Enclosure-1

COMittendorf/fw

cc to: Admr Reading File
Mr. Strobel
Field Team, Region VIII
Mrs. Terry, Finance Div.
Mr. Barr
Mr. Norton
Mr. Mittendorf, Mr. Olund
Mr. Moulds
FILES

FILE COPY
SURNAME:

Mittendorf
Stubd 7/12

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

July 6, 1951

a.e.c.

Mr. Frank McAtee, Jr.
Contract Service Section
General Accounting Office
4th Floor, New GAO Building
Washington 25, D.C.

Re: Docket DMA-1214X
Exploration Project Contract
I-DMA-E43
The Philip Carey Manufacturing Co.
Cincinnati, Ohio

Dear Mr. McAtee:

Enclosed for recording in your office is the original, signed copy of an Exploration Project Contract executed between the operator named in the above reference and the Government of the United States.

Sincerely yours,

C. O. Mittendorf

C. O. Mittendorf, Director
Production Expansion Division

Enclosure-1

COMittendorf/fw

cc to: Admr. Reading File
Mr. Strobel
Field Team, Reg. VIII (2)
Mr. Barr
Mr. Norton
Mr. Mittendorf, Mr. Olund
Mr. Moulds
FILES

FILE COPY
SURNAME:

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

C. O. Mittendorf
Start 7/12

July 6, 1951

Mr. R. S. King
Philip Carey Manufacturing Company
Lockland
Cincinnati 15, Ohio

Re: Docket DMA-1214X
Lowell Township, Orleans County,
Vermont

Dear Mr. King:

Enclosed you will please find a copy of the exploration contract covering your Vermont asbestos project. The contract has been signed by your authorized representative, Mr. V. P. O'Reilly, and by Mr. James Boyd, Administrator, Defense Minerals Administration.

Also included are four copies of Monthly Progress Report and one copy of an information bulletin which attempts to set forth the answers to many questions which have arisen in connection with the exploration program.

You are requested to advise Mr. McHenry Mosier, Executive Officer, DMA Field Team, Region VIII, Eastern Experiment Station, College Park, Maryland, when the work is commenced under this approved project.

Sincerely yours,

C. O. Mittendorf

C. O. Mittendorf, Director
Production Expansion Division

Enclosures-6

DEMoulds/COMittendorf/fw

cc to: Admr. Reading File
Mr. Strobel
Field Team, Reg.VIII (2)
Mr. Barr
Mr. Norton
Mr. Mittendorf, Mr. Olund
Mr. Moulds
FILES

FILE COPY
SURNAME:

Koontz

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

June 28, 1951

Memorandum

To: C. O. Mittendorf

From: J. L. Hofflund

Subject: The Philip Carey Manufacturing Company exploration contract — Docket No. DMA-1214X

This office has reviewed the proposed contract in the above case and finds it to be in satisfactory form for execution and dating. The drilling contract referred to in Exhibit "A" should be submitted to the Government for approval.

Your file in this case is returned.

J. L. Hofflund

J. L. Hofflund
General Counsel

Attachments
CJKoontz/bjl

Copy to: Administrator's Reading File
L. F. Strobel
J. L. Hofflund
C. J. Koontz
Chron.
Files

DMA 1214

856

BRANCH OFFICES

NEW YORK
PITTSBURGH
PHILADELPHIA

SPRAGUE & HENWOOD, INC.

CONTRACTORS FOR
DIAMOND CORE DRILLING
SHOT CORE DRILLING - WASH BORINGS & SOUNDINGS - WATER WELLS & CHURN DRILLING

MANUFACTURERS
DIAMOND DRILLS
SUPPLIES

ADDRESS ALL COMMUNICATIONS
TO MAIN OFFICE AND SHOPS
BOX 446
SCRANTON 2, PA.

SCRANTON 2, PA.

June 21, 1951

Phillip Carey Company
Lockland 15, Ohio

Attention:- Mr. H. S. King

Re: Drilling in North Central Vermont

Gentlemen:-

As per our previous discussion we are prepared to undertake an additional 8,000 feet of drilling on your properties in North Central Vermont. The prices we have quoted you were as follows:-

For the first one thousand feet of drilling - THREE DOLLARS FIFTY CENTS ($3.50) per linear foot.

For all drilling in excess of one thousand feet - THREE DOLLARS ($3.00) per linear foot.

Therefore, the three dollars per linear foot would apply to the additional eight thousand feet contemplated.

We would be pleased to hear from you in reference to the above as soon as possible.

Thanking you, we are

Very truly yours

SPRAGUE & HENWOOD, INC.

Wm. J. Schank
Treasurer

WJS:INS

Memorandum

To: Director, Production Expansion Division
Defense Minerals Administration

From: Director, Supply Division
Defense Minerals Administration

Subject: Recommendation for Contract Approval

Name of Applicant: Philip Carey Manufacturing Co.
Lockland
Cincinnatti, 15, Ohio

DMA No. 1214X

Commodity: Asbestos

Amount Requested: $ 50,000.00

Amount Approved: $ 45,900.00

Government Participation: 90 % $ 41,310.00

Tom Lyon

Tom Lyon

RECOMMENDATIONS

1. That applicant be granted Exploration Aid Contract in the amount of $45,900, Government participation 90%, in accordance with exhibits attached hereto.

2. That applicant be allowed to substitute guarantees of repayment in event of production in lieu of Subordination Agreements

NOTE: Applicant is represented in Washington by Mr. O'Reilly who may be contacted at OV-2300, and who will sign contract for applicant.

1214X

EXHIBIT "A"

Work will consist of:

1. Core drilling to shallow depths (50' - 200') with line and hole spacing approximately 500'. Total footage to be drilled 8000'. To be done by contract.

2. Open cut tranches for sampling. Trenches will be approximately 4' x 4' in cross-section in bedrock beneath overburden and will require drilling and blasting. 300' linear feet of trenches are contemplated and will be contracted.

All work will be supervised by a competent geologist who will be responsible for sampling and compilation of results

8000' core drilling (per ft)	@ $3.50	$28,000.00	
300' Trenching (per linear ft)	@ 30. 25	9,000.00	$25
Geologist - 8 mos.	@ 500.	4,000.00	
~~Assistant Geologist - 8 mos.~~	~~@ 300.~~	~~2,400.00~~	
Auto rental - 8 mos.		600.00	
Living and travel expenses for Geologist and assistant - 8 mos.		1,800.00	900
Miscellaneous items of sampling equipment		100.00	
Total		$ 45,900.00	

Conference with Mr. Warby, June 28, 1951

Agreement to cut out assistant geologist alone and cut trenching to $25 per foot.

Drilling contract @ $3.00 per foot as shown by letter from Sprague & Henwood Inc.

DE Moulds

EXHIBIT "B"

Not applicable

EXHIBIT "C"

Automobile rental	$600.00
Miscellaneous items ~~at~~ for sampling to be purchased	100.00

EXHIBIT "D"

1.	Geologist 8 mos. @ $500	4,000.00
2.	Assistant Geologist @ $300	2,400.00

EXHIBIT "E"

Not applicable

6/5/51

Defense Minerals Administration 6-20-51

Review of Application for Exploration Assistance

Docket No. 1214-A

Commodity Asbestos

Total Amount $50,000

Govt. Participation 90%

1. Name and Address of Applicant The Philip Carey Mfg. Co., Lockland, Cincinnati 15, Ohio

2. Location of Property Lowell Township, Vermont

3. Mineral or metal Asbestos Is it listed in Section 9 of MO-5? YES

If not, application will be rejected.

4. Geologic probability of discovery—based on data in application (question #16, 17, 18, 20 and 22)*

Mines or Survey reports, etc., do you rate chances:

a) ✓ Good See On Bowles Memo, Attached

b) Poor

c) None

d) Don't know—needs field examination

e) Is there an alternative and favorable project? NO
(If so, attach an explanation)

5. Is the applicant's right to the property clearly stated? Yes, Lessee
(question 5, 6, 7)*

6. If applicant is a lessee, is a copy of the lease attached? Yes

Does the lease have sufficient time to run to cover a future productive period? Yes

*question numbers are those of MF-103

1214-A

7. Are subordination agreements necessary? Applicant will furnish a

a) ~~ME-201~~? guarantee in place of ME-202 which has

b) ~~ME-202~~ been approved by Mr. Hoffland

8. From the data presented, does the proposed project appear feasible from the point of view of:

a) Available manpower Yes

b) Equipment and supplies Yes
(Question 14 plus general knowledge of availability)*

c) Accessibility (question 12)* Yes

d) Water (question 13)* Yes

e) Power (question 13)* Yes

Is a field check needed on any of these points? NO

9. Does the experience of the applicant appear to be adequate to assure that he can properly conduct the proposed project? (question 4)* Yes

Is a field check needed on this point? NO

10. Exhibit A. (questions 21 and 22)*

a) Is the project adequately described? Yes, see 21 & 22 - ME-103

If not, are there sufficient data given so that you can describe the project? _____ If so, attach a draft.

b) Is there an adequate map or sketch of the proposed work? NO, property map only - adequate at this time -

c) Is the proposed work "exploration" under the definition of Section 8, MO-5? Yes

If not, what part of it is? _____

1214-78

Is this part a worthwhile exploration project? _____

d) Are the cost estimates detailed? Yes

Can they be summarized, as on page 2 of Procedural Instruction 5-A, from the available data? Yes If so, attach a draft.

e) Are the cost estimates reasonable? Yes

f) Should more information be requested from applicant? NO

g) Is a field examination necessary to complete Exhibit A? NO

11. Exhibit B (question 23-d)*

a) Is it applicable? NOT Applicable

b) If so, are sufficient data furnished? _____ If so, attach a draft.

c) Is a field check needed? _____

12. Exhibit C (question 23-e, f and g)*

a) Is it applicable? Yes

b) Sufficient data? Yes If so, attach a draft.

c) Are rents and charges reasonable? Yes

d) Is a field check needed? NO

13. Exhibit D (question 23-a, b)*

a) Are there sufficient data? Yes

b) Is the schedule adequate for the work proposed? Yes

c) Is the schedule excessive for the work proposed? NO

d) Are the proposed wages and salaries reasonable? Yes

e) Is a field check needed? NO

12 W-T

14. Exhibit E (question 23-c)*

a) Is it applicable? NOT Applicable

b) Sufficient data?

c) Reasonable?

d) Field check needed?

15. In your judgment, can the proposed work be done in the proposed time? yes

(All exploration must be completed within two years)

16. If field examination is not needed, attach your recommendation.

17. If field examination is needed, do you have any special instructions for the field team not indicated by your answers to the foregoing question?

Reviewed by: [illegible]

Date 6/20/71

97692

UNITED STATES
DEPARTMENT OF THE INTERIOR
BUREAU OF MINES
WASHINGTON 25, D. C.

June 13, 1951

Re: DMA Docket 1214X

Exploration Loan requested by Philip Carey Manufacturing Co.
Cincinnati, Ohio

Comment

The area described is favorable enough to approve the exploration loan, provided there is no overlapping of areas covered by other applications. (DMA - 1097X and DMA - 1210X) If there is no such conflict I approve the loan.

Very truly yours,

Oliver Bowles

Oliver Bowles
Commodity Specialist
Bureau of Mines

No conflict - but referred to magnetometer work which applicant has already completed and is not included in present application as received in conference with applicant

IN REPLY REFER TO:

G-MD-JAR

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

June 8, 1951

Memorandum

To: James A. Barr, Sr.

From: J. A. Redden

Subject: Application DMA-1214X, by the Philip Carey Manufacturing Company, Cincinnati 15, Ohio, for a loan of $45,000 for asbestos exploration at Lowell, Vermont.

This application requests aid in exploration for asbestos of spinning grade in Lowell Township, Vermont.

The Geological Survey has no file data on the proposed exploration area. The literature indicates that the area is favorable for finding chrysotile asbestos.

The area that is to be explored is over 100 acres in size and possibly as much as 300 acres. It is impossible to locate the tracts of land exactly, but they apparently lie adjacent to, or including part of, Area 3 of the proposed exploration of Ruberoid Company (DMA-1210X).

The applicant proposes to conduct ground geophysical (presumably ground magnetic survey), geologic reconnaissance, and diamond drilling on land which they have already optioned. They have made an airborne magnetometer survey in 1949 and 1950, and have outlined a serpentine-peridotite body which is about 400 feet wide and 2 miles long. During preliminary exploration work they found minor amounts of asbestos.

Their proposed diamond drilling program should be adequate to explore the serpentine body.

The conflict between areas to be investigated and proposed exploration by Flintkote (Application DMA-1097X), Ruberoid (Application DMA-1210X), and the present applicant must be settled if aid is to be granted.

It is recommended that that the area to be explored by the applicant should be investigated by the field team at the time when they investigate the Ruberoid application.

J. A. Redden

J. A. Redden

FILE COPY
SURNAME:

Wooley

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

June 20, 1951

Memorandum

To: Mr. James A. Barr, Sr.

From: Mr. A. B. Parsons

Subject: Docket DMA-1214X
The Philip Carey Manufacturing Co.

The prospective available supply of Chrysotile Asbestos is far short of meeting defense requirements. Consequently, it is highly desirable that exploration for new domestic deposits be stimulated by any reasonable Government assistance to private interests. Any exploration project that holds promise of finding significant new reserves, merits consideration by the Defense Minerals Administration.

A. B. Parsons
Assistant Director
Supply Division

RWASKEY:mp

cc: Mr. Strobel
Mr. Parsons
Mr. Barr
Mr. Norton
Mr. Mittendorf
DMA Files

UNITED STATES
DEPARTMENT OF THE INTERIOR
BUREAU OF MINES

June 13, 19[illegible]1

[illegible]e: [illegible] Docket 121[illegible]

Exploration loan requested by [illegible] Gazey Manufacturing Co.
[illegible]cinnati, Ohio

Comment

The area described is favorable enough to approve the exploration loan, [illegible] there is no overlapping of areas covered by other applications. ([illegible] and [illegible]) If there is no such conflict I approve the loan.

Very truly yours,

Oliver [illegible]
Commodity Specialist
Bureau of Mines

CLASS OF SERVICE

This is a full-rate Telegram or Cablegram unless its deferred character is indicated by a suitable symbol above or preceding the address.

WESTERN UNION

W. P. MARSHALL, PRESIDENT

1201

SYMBOLS

DL=Day Letter

NL=Night Letter

LT=Int'l Letter Telegram

VLT=Int'l Victory Ltr.

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CTL.K147 PD-NUX CINCINNATI OHIO 29 1 31A

V P ORLILLY

421 SWAN AVE

YOU ARE HEREBY AUTHORIZED TO SIGN ON BEHALF OF THE PHILIP CAREY MFG CO ALL NECESSARY PAPERS IN CONNECTION WITH THE EXPLORATION CONTRACTS NOW BEING NEGOTIATED BETWEEN THE GOVERNMENT AND CARLY

R S KING THE PHILIP CAREY MFG CO.