

right to mine and take therefrom vermiculite, mica, limestone, kyanite, kaolin, feldspar, gold, and all other minerals of any kind whatsoever found on the demised property during the term of the lease together with the right of ingress, egress, and regress over and upon the demised premises, the right to dig tunnels and pits, drive shafts, process minerals, and otherwise carry out mining operations necessary or convenient to such mining rights; together with such rights in, under, over and upon such land as may be necessary to house and care for employees and machinery.

2. Lessee shall yield and pay to Lessor, as rental for the above demised property and the rights and privileges herein granted, royalties on all minerals sold as follows: seventy-five cents per 2000 pound ton for all vermiculite in its salable form mined and sold from said property, i. e. as it is not practical to process the ore, on church property it is agreed that the Lessee may remove ore from the church property, process it and pay royalty based on salable, cleaned portion as it is sold; fifty cents per 2000 pound ton for asbestos, barite, bauxite, feldspar, beryl, fuller earth, kyanite, sillimanite, limestone, marble, ochre, titanite, zirconium and titanium ores; twenty-five cents per 2000 pound ton, shipping weight, for kaolin and 10% of the gross sales price, less freight, cartage or transportation to the market where the same is sold for mica, gems and other minerals of whatever kind or character.

3. Lessee shall pay Lessor, prior to the tenth day of each month, all royalties due for minerals mined and sold by the Lessee during the preceding month.

4. It is also agreed by both parties that the Lessor will save harmless the Lessee from all claims or demands for damages incident to the mining of said minerals within the bounds of the described premises.

5. When, in the opinion of Lessee, the ore of commercial