

remove from process, carry away and sell from the demised premises all minerals of every type and description located on the premises either above or below the surface specifically including, but not limited to, all rock and stone deposits on the property.

Lessor also grants unto Lessees during the period(s) of this Lease, the full right, privilege and power to excavate earth, rock, stone, trees, crops and improvements, except the house hereinafter provided for, of all types located on the premises to the full extent deemed necessary by Lessees in their sole discretion to properly mine and quarry the rock, stone and minerals deposited on the premises.

It is recognized by Lessor and Lessees that there is now located on the premises a dwelling house. Lessees agree to attempt to protect said house from blasting damages and preserve the house from demolition or destruction. Lessees shall not, however, be liable to Lessor for any damage to the house caused by blasting from, in and about the quarry site, unless such damage is the result of negligent acts by the Lessees or their agents. Lessor retains use and possession of the house and yard.

4. Rents and Royalties: In lieu of rent for the premises during the periods hereinafter provided for, Lessees shall pay to the Lessor a royalty of ten (10) cents per ton for each ton of stone removed from the leased premises. Such royalty payments shall be made by Lessees to Lessor monthly on or before the 10th day of each month for all quantities of stone removed by Lessees during the previous month.

5. Term of Lease: This lease shall commence on the 1st day of November 1973, and shall continue for a period of three (3) years terminating on October 31, 1976.

6. Renewal of Lease: Lessor alone shall have the right to renew for five (5) succeeding three (3) year periods on the same terms and conditions existing during the initial period of this lease. Lessor shall notify