

the plural the singular, and the use of any gender shall include all genders, unless the clear intent of any provision of this Lease Agreement is to the contrary.

No delay or omission by either party hereto to exercise any right or power accruing upon noncompliance, default or breach of covenant by the other party, shall be construed as a waiver of such power or right or impair the right of such party to exercise power or right accruing on account of any subsequent noncompliance, default or the breach of the same covenant or any other covenant contained in this Agreement.

IN WITNESS WHEREOF, the parties hereto have hereunto set their hands and seals or caused these presents to be executed by their duly authorized officers as of the day and year first above written.

IN THE PRESENCE OF:

Richard A. Hurley  
Joann Davis  
As to Lessors

Roger K. Kuntz  
Virian K. Riddle  
As to Lessee

Nancy Whitt Lorenz (SEAL)  
Nancy Whitt Lorenz  
Jack W. Lorenz (SEAL)  
Jack Lorenz  
Lessors

METROMONT MATERIALS CORP.,

By: Richard C. Sawyer  
Its Vice Pres & Gen Mgr.

Attest: Marion P. Pennell  
Its Senior Vice Pres  
Lessee

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