

9. The Lessee agrees that on or before the twentieth (20th) day of each month it shall furnish the Lessors' Agent and Attorney-in-Fact with a written report of all materials shipped or transported away from the premises during the preceding month and further agrees that such of its books and any other records shall be accessible, at all reasonable times, to Lessors, or their authorized agents, for the purpose of computing the sales and shipments of rock, stone, sand, screenings, soil and clay extracted from or processed on the demised premises. Lessors and their authorized agents shall also have access to the demised premises at all reasonable times for the purpose of inspecting the same and for the further purpose of comparison by way of quantities of rock removed therefrom or processed thereon for commercial purposes.

10. It is agreed that Lessee shall accept said premises in their present condition and shall conduct its operations thereon as an independent contractor. Lessee shall assume full responsibility for and save the Lessors harmless from any and all liability for any injuries to any person or damage to property which might arise out of the Lessee's occupation of the premises granted hereunder or use of the rights-of-way or easements described herein.

11. The Lessee agrees that at all times while this lease is in effect, and after its termination (that is, when Lessee is performing any functions upon the demised premises, or any portion thereof, under and by virtue of the terms of this lease), the Lessee shall be insured by reputable insurance companies by policies which contain

(a) Comprehensive General Liability which shall insure

as follows:

1. \$200/500,000 Bodily Injury.  
This policy shall provide coverage as follows:

"To pay on behalf of the insured all sums which the insured shall become legally obligated to pay as damages because of bodily injury, sickness or disease, including death at any time resulting therefrom, sustained by any person and caused by any occurrence."

(Continued on next Page)