

(2) That this lease is made for the purpose of permitting and granting unto the Lessee the right, from time to time during the life hereof, to go onto said demised premises and explore for, mine, quarry, remove, process, manufacture, sell and ship any and all rock, stone, minerals and associated products which may be found in, on and upon the demised premises, and the Lessee shall have all rights and privileges on said premises deemed necessary by it for such purposes, including the location and erection upon the demised premises of such roads, buildings, structures, power lines, ponds, spoil and earth dumps, tracks, machinery, equipment, etc., with the right in the Lessee, at its option, to remove or replace the same at any time during this lease and within six (6) months after its expiration or termination. The Lessee shall also have the right to bring on the demised premises, for the purposes of milling and processing the same, any rock, stone or minerals which it has quarried or removed from other premises.

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(3) That the Lessee shall not be liable to the Lessors for any injury or damage to the leased premises, or any personal property located thereon, it being agreed by the Lessors that the sums of money to be paid as rent and/or royalty hereunder shall be in full satisfaction of the right to use and occupy said premises and for all injury or damages thereto resulting from the uncovering and removal therefrom of stone, rock, minerals, etc., or the operation thereon of the necessary plants and facilities for processing and selling the same. The Lessee agrees to conduct its said operations on said leased premises in a manner commensurate with that normally adopted and followed in the prosecution of such work and business.

(4) That the Lessee may cut and use any and all timber located upon the leased premises, and shall also have the right to impound and use the waters of any streams located thereon.