

encumbrances affecting the title thereto, including all taxes upon the lands herein leased; provided, however, that the Lessors shall not be responsible or liable for any taxes assessed or imposed upon improvements, structures, personal property or other property placed or erected thereon by the Lessee, all of which shall be paid by the Lessee.

14. In the event the Lessee fails to pay the agreed rentals or royalties at the times specified in Paragraph 6 above, the Lessors or their authorized agent, shall send a registered letter to the Lessee notifying it of the default. If the rentals or royalties are not received within thirty (30) days after the receipt of said registered letter, the Lessors shall have the option of declaring this lease terminated.

15. This lease may be terminated by the Lessors under the following circumstances:

(a) For the default in payment of any rentals or royalties, as provided in this lease, and for the breach of any covenant or agreement on the part of Lessee. Except as otherwise provided, the Lessors shall give thirty (30) days advance written notice of their intention to terminate this lease, within which time the Lessee shall have the privilege of rectifying and curing such breach.

(b) Upon the institution of any bankruptcy or receivership proceedings by or against the Lessee, if not contested by the Lessee, upon any assignment for the benefit of creditors, composition for creditors, or other insolvency proceeding, if not contested by Lessee.

(c) If the Lessee should for twenty-four (24) consecutive months (a) cease to operate a quarry or stone processing plant upon the demised premises, or (b) during said period fail to operate a quarry or stone processing plant thereon at a reasonable rate of production (to be determined objectively by past experience with the quarry, by market conditions in the Greenville area, and by other

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