

pertinent factors), the Lessors shall have the option to terminate this lease upon the giving of ninety (90) days advance notice, provided such default is not cured within said ninety (90) day period.

16. The Lessee shall quarry, use and work the premises and conduct its operations thereon in such manner only as is usual and customary in operations of a similar character, and shall not commit waste which is not commensurate with good quarrying practices.

17. This lease, at the option of the Lessee, may be terminated by the Lessee upon the occurrence of either one or more of the following events:

(a) If the Lessors default in the performance of any of their obligations hereunder and fail to cure such defaults within thirty (30) days after being given notice thereof by the Lessee.

(b) If, according to standard and accepted methods of testing, the stone from, or the stone contemplated by Lessee to be processed on, the demised premises generally fails to meet the required specifications for highway or other commercial stone uses to the extent that it becomes economically unfeasible for Lessee to operate a quarry or stone processing facilities on the demised premises.

(c) If the operation of a quarry or stone processing facilities on the demised premises is prevented by operation of law or for other reasons or causes beyond the control of the Lessee, provided the Lessee shall defend and resist any action seeking to interfere with or restrain such operations to the extent considered to be reasonable by Lessee's attorneys.

18. Upon the expiration or termination of this lease, the Lessee shall peaceably surrender possession of the demised premises unto the Lessors; (or such portion thereof not transferred and conveyed to Lessee pursuant to Lessors' option as provided for in Paragraph 20), in their then condition and thereafter the Lessors agree