

Co., one-half of which, not to exceed seven and one-half (7½) feet, will lie within the premises herein leased. In the event that the Lessor successfully consummates such agreement, the Lessor will guarantee to the Lessee reasonable joint user with the Lessor of the said spur track which use shall be subject to the terms and conditions of such agreement and the Lessee shall have a copy thereof.

(g) The Lessor shall assure to the Lessee reasonable joint user of at least one of the spur tracks described in Paragraphs (e) and (f) above and the failure of the Lessor to provide the Lessee reasonable joint use of at least one of the said spur tracks during the life of this lease shall entitle the Lessee, at his option to declare the remainder of the lease null and void.

(h) The Lessor shall insure that all construction materials used on the premises shall be as required herein in the plans and specifications incorporated herein and all of suitable quality; that all work performed shall be of good workmanlike quality.

(i) The Lessor shall insure and maintain for the first twelve (12) months of the base term, the paving of all of the premises leased, excepting the area occupied by buildings and improvements.

(j) The Lessor agrees that he will obtain and maintain until the completion of the building and premises, public liability insurance in the face amount of One Hundred Thousand (\$100,000.00) Dollars or more, property damage insurance in the face amount of Twenty-five Thousand (\$25,000.00) Dollars or more, Workman's Compensation insurance on his employees, builder's risk and fire insurance in an amount equal to the cost of construction, including materials and such other insurance as may be necessary to hold the Lessee free and harmless in the event of any claims against the said Lessee.

(k) After completion and during the term of the lease and any extended term thereafter, the Lessee shall secure and maintain in force adequate liability insurance, insuring the Lessee against any damages to any of the Lessee's property and injury or death of the Lessee, his agents, servants, employees and invitees, occurring on the premises herein leased as may be necessary to hold the Lessor harmless in the event of any injury or death of any person or any property damage occurring on the premises.

(l) The Lessee shall insure the payment of all taxes required by law on behalf of himself and his employees.

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