

INSURANCE

8. During the continuance of this lease, or renewal or renewals thereof, Tenant shall keep the buildings and improvements on the premises adequately insured against loss by fire or other casualty, and in the event of any loss as a result of which insurance proceeds are payable, Tenant shall use said proceeds forthwith to repair or replace the building or improvements damaged, provided, however, in the event of total destruction of said improvements, Tenant may in lieu of replacing said building deliver said insurance proceeds to Landlord and terminate this lease. Tenant agrees to hold the Landlord harmless from any claims, demands and suits connected with or arising from the use of the premises or the buildings.

DAMAGE BY
FIRE

9. In the event the demised premises shall be completely destroyed or rendered wholly unfit for occupancy by fire or other casualty, or shall be partially destroyed or partially unfit for occupancy, the rental herein provided shall not abate or cease but shall continue due and payable, unless this lease is terminated by the Tenant under the provisions of Paragraph 8, above.

EFFECTIVE
DATE

10. The effective date of this lease shall be the date on which a building permit and business license is granted to Tenant. Tenant agrees to make application for a building permit and business license on or before one day following notification by Landlord of the final re-zoning of the demised premises, which re-zoning will allow the operation of an automatic car wash and kindred automobile services.

TERMINATION

11. (A) During the initial 10-year term of this lease, should the Tenant fail to pay the rent when due or the taxes and assessments against the improvements and equipment when due, and such default is not cured within thirty (30) days thereof, or in the event the premises are vacated and abandoned before the expiration of this lease, or Tenant goes into voluntary or involuntary bankruptcy or receivership or makes a general assignment for the benefit of creditors, or files or has filed against him a petition pursuant to any Federal or State law for the extension of his debts or for an arrangement or

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