Page 7

ARTICLE IX.

LICENSES AND OCCUPATIONAL CHARGES:

Lessee shall be liable for, and agrees to pay throughout the term of this lease, all license fees and occupation taxes covering the conduct of its business, and all taxes and charges for water, gas, and electric current, and any other public utility or service, used by it.

ARTICLE X.

LAWFUL USE OF PREMISES:

Lessee covenants and agrees that it will comply with and observe all laws, statutes, ordinances, regulations and legal requirements relating to its use of said premises and to the business to be conducted thereon; and that it will not permit or suffer said premises to be used for the purpose of carrying on any illegal business or occupation.

ARTICLE XI.

WARRANTY OF TITLE AND POSSESSION:

Lessor hereby warrants and defends unto Lessee, against the lawful claims of all persons, whomsoever, the premises hereby leased; and further warrants that it will place Lessee in possession of said premises, free from the claims of persons in possession and third persons claiming rights thereto. Lessor agrees with Lessee to reimburse and hold harmless Lessee of and from any damage and expense suffered or incurred by reason of restrictions, encumbrances or defects in Lesson's title or Lessor's breach of the warranties and covenants herein contained.

If Lessor now owns or controls, or shall acquire during the term of this lease, any real estate adjacent to the premises covered hereby, Lessor further covenants and agrees that, without Lessee's written consent, it will not use or permit to be used such adjacent premises for the storage, sale, distribution or advertisement of petroleum products.