

File No.19161

Fred Bartine and Lena Bartine,)
 his wife,)
 To) LEASE
 The Texas Company.)

File #4280 - Eureka, Nevada Main St.(Lots 4 & 5, Blk 37),

L E A S E

AGREEMENT, dated the 31st day of March, 1932, by and between (Fred Bartine and Lena Bartine, his wife of Box #25, Eureka, Nevada doing business under the firm name and style of FRED BARTINE'S GARAGE (lessor) and THE TEXAS COMPANY, a California corporation, having its principal place of business at 929 South Broadway, Los Angeles, California (lessee).

(1)-Premises Leased. Lessor hereby leases unto lessee a tract of land, in the City of Eureka, County of Eureka, State of Nevada described as follows:

All of lots #4 and 5 Block # 37 in the City of Eureka, county of Eureka, State of Nevada

MISCELLANEOUS EQUIPMENT

- 1- Garage building 50' x 100' (Stone)
- 2- 10 Gal Visable Hand Operated Gasoline Pump
- 2- 280 Gal Underground Storage Tanks
- 1- 2-Stage Air Compressor
- 1- Complete set Service Station & Tire Tools
- 1- Set Greasing Equipment

Together with all buildings, improvements and equipment situated on said premises, except such buildings, improvements and equipment, if any, already belonging to lessee.

Together with all appurtenances thereto and all right, title and interest of lessor in and to any and all roads, streets and ways bounding the said premises.

(2)-Term. TO HAVE AND TO HOLD same for the term of 5 years, from and after the 1st day of May, 1932, but subject to termination by lessee at the end of the first year or any subsequent year upon thirty (30) days' written notice from lessee to lessor.

(3)-Rental. Lessee agrees to pay the following rent for said premises:-

A sum equal to one cent for each gallon of Lessee's gasoline sold from said premises each month during the term hereof, payable not later than the tenth day of the month next following the month for which payment is made, but in no case to be less than Five Dollars per month.

Lessee, at its option, may apply at any time such rental or any installment thereof to the payment of any indebtedness due or to become due from Lessor to Lessee. Such application shall be deemed payment of such rental.

Lessee agrees that if any installment shall be due and unpaid for ten (10) days after written notice of such default has been delivered to the Sales Manager of lessee at 929 South Broadway, Los Angeles, California, lessor shall then have the right to terminate this lease on thirty (30) days' written notice to lessee.

(4)-Destruction by Fire, etc. If, by fire, earthquake, the elements or any cause not due to lessee's negligence, the improvements now or hereafter existing on said premises are destroyed or so damaged as materially to interfere with the business of lessee and/or its subtenants, or any of them, lessee shall have the right at its option, to be exercised within ten (10) days after such event, to terminate this lease and shall be thereupon released from all further obligation hereunder. Such termination shall be effective as of the date of such destruction or damage and lessor shall repay to lessee any rentals paid in advance for the time subsequent to such damage or destruction.

(5)- Removal of Property. Lessee shall have the right at any time during the continuance of this lease or within thirty (30) days after its termination to sever and remove all buildings, improvements, fixtures, equipment and other property of lessee placed on said premises by lessee during the term of this or any previous lease, or any extension or renewal thereof.

(6)-Lessee's Right of Termination. Should lessee, for any reason other than any willful act of lessee, be prevented from establishing or continuing the business of distributing petroleum products on said premises, lessee may terminate this lease, in which event the rental obligation shall be prorated to the date of such termination. If during the term of this lease, a part only of said premises be taken for public use under right of eminent domain, and if the remainder, in the opinion of the lessee, is not suitable for its purposes, lessee, at its option, may cancel and terminate this lease, but if it shall not elect so to do, the monthly rental thereafter to be paid shall be reduced by an amount which bears the same ratio to that herein provided for as the area taken bears to the total area prior to such taking.

(7)- Damage for Defect of Title. Lessor covenants that he is well seized of said premises, has good right to lease the same, and that the same are free from restrictions which would prevent the use thereof for service station purposes, and warrants and agrees to defend the title thereto; and to reimburse and hold lessee harmless from all damages and expenses which lessee may suffer by reason of any restriction, encumbrance or defect in such title.

(8)- Taxes and Encumbrances. Lessor agrees to pay all taxes, assessments and obligations which are or may become a lien on the demised premises as they may become due. If lessor should fail to do so, lessee shall have the right either to make such payments for the account of lessor, in which event it shall be subrogated to all the rights of the holder of such lien, and in addition thereto shall have the right to apply accruing rentals in satisfaction of such obligations, or lessee, in the event of a foreclosure of any such lien and the sale of said demised premises, shall have the right to buy in said premises for its own account. Lessee agrees to pay all taxes on improvements, equipment and other property placed by it on said premises.

(11)-Approval and Signing by Lessee. This agreement, whatever the circumstances, shall not be binding on the less unless and until approved and signed on its behalf by its President or a Vice President and by its Secretary or Assistant Secretary.

(12)-Successors and Assigns. This agreement shall be binding upon and shall enure to the benefit of the parties hereto and their respective successors or assigns.

IN WITNESS WHEREOF, lessor and lessee have hereunto subscribed their names the day and year first above written.

Witness: G.V. Garner

Attest: G.G. Walker
Assistant Secretary.

Fred Bartine's Garage
Fred Bartine
Lean Bartine
LESSOR
THE TEXAS COMPANY (Lessee)
By J.A. Bermingham
Vice President

CONSENT OF OWNER

The undersigned owner of the premises described in the within lease hereby consents to the subletting of said premises to The Texas Company, such subletting, however, not to affect the rentals payable to the undersigned under the terms of the lease under which said premises are now occupied, it being understood that said last mentined lease shall continue in full force and effect and that the lease to The Texas Company shall at all times be subordinate thereto.

Dated: March 31st., 1932. Signature Fred Bartine

Approved as to: Terms AFF M JNH Description RHF JMR Form BWM.

STATE OF NEVADA,)
)ss.
COUNTY OF EUREKA.)

On this 31st day of March, A.D. 1932, personally appeared before me, a Notary Public in and for Eureka County, State of Nevada, Fred Bartine and Lena, his wife, known to me to be the persons described in and who executed the foregoing instrument, who acknowledged to me that they executed, the same freely and voluntarily and for the uses and purposes therein mentioned.

(Notarial Seal) My commission expires September 18, 1932. Notary Public in and for the County of Eureka, State of Nevada. E. A. Skillman

STATE OF CALIFORNIA,)
) ss.
 COUNTY OF LOS ANGELES.)

On this 9 day of June, A.D., 1932, before me, C.S. Wharton a Notary Public in and for the said County and State, personally appeared J.A. Bermingham known to me to be the Vice President, and G.G. Walker known to me to be the Asst. Secretary of the The Texas Company the corporation that executed the within Instrument, known to me to be the persons who executed the within instrument, on behalf of the Corporation herein named, and acknowledged to me that such Corporation executed the same.

IN WITNESS WHEREOF, I have hereunto set my hand and affixed my official seal the day and year in this certificate first above written.

(Notarial Seal)
 My Commission Expires July 27, 1935.

C.S. Wharton
 Notary Public in and for said
 County and State.

Recorded at the Request of The Texas Company June 23, A.D. 1932 At 30 minutes past 2 P.M.

Peter Merialdo--Recorder.