

File No. 23210.

Frank McBride and Della McBride,)
 to) LEASE
 Tide Water Associated Oil Company,)
 Associated Division.)

THIS INDENTURE OF LEASE, made and entered this 30th day of June, 1939, by and between Frank McBride and Della McBride hereinafter designated as "Lessor," (whether one or more), and Tide Water Associated Oil Company, a Delaware Corporation, ASSOCIATED DIVISION, having place of business at and in the City and County of San Francisco, State of California, hereinafter designated as "Lessee,"

W I T N E S S E T H:

Lessor does hereby lease unto Lessee and Lessee does hereby hire and take from Lessor all that certain real property situate in the City of Eureka, County of Eureka, State of Nevada, more particularly described hereunder, together with the appurtenances, for the period beginning on the 1st day of July, 1939, to and including the 30th day of June 1944. Lessee shall have the option to extend said period to-----by written notice to Lessor given at least thirty (30) days before the end of said period; said period (extended period, if said option is exercised) to continue after said termination date until cancelled by ninety (90) days' written notice by either party given at any time after the expiration thereof.

The Westerly 20 feet of lots 25, 26, 27 in block 21, located on the South East corner of Main and Robbins streets in the city of Eureka, further described as follows; starting at a point on the South East corner of Main and Robbin streets and running thence in an Easterly direction a distance of 20 feet to a point, thence in a southerly direction 97 feet to a point, thence in a Westerly direction a distance of 20 feet to a point, thence in a Northerly direction a distance of 97 feet to point of beginning.

Lessee shall have the right during the term of this lease to occupy and use the demised premises for any lawful purpose or purposes whatsoever, including the right to establish, maintain and operate on said demised premises, a service station (including any desired super-service facilities) for the sale and distribution of gasoline, distillate and other oils and products of petroleum, and to store and handle thereon and distribute and sell therefrom such commodities and such other materials as are usually carried at and sold from such stations, together with the right to remove from or to rearrange any improvement or equipment which may be placed on said demised premises by Lessee, and to construct and maintain thereon and permit to be constructed and maintained thereon such other buildings, structures, improvements and equipment as Lessee may desire.

Lessee agrees to pay to Lessor as rent for the use and occupancy of said demised premises, and including the demised improvements and equipment (if any)

The monthly rental in advance of two dollars (\$2.00) each and every month during the term of this lease.

The payments due Lessor hereunder shall be made by voucher check mailed by Lessee from its office in the City and County of San Francisco, State of California, and it is agreed that if any rent shall be due and unpaid or if default be made in the covenants herein contained, then it shall be lawful for Lessor to re-enter said premises and remove all persons therefrom or to use any other legal remedy to enforce any act to be done and performed by Lessee as herein provided.

Lessee is hereby authorized and directed to pay the rental herein provided, and to send all notices required hereunder to Frank McBride and Della McBride at Eureka, Nevada and to accept his receipt therefor, and such payment shall be in full discharge of all rental obligations hereunder. Notices shall be deemed delivered when mailed to the above-named party at said address.

It is specifically understood and agreed that no building, equipment or other improvement erected or installed in or upon the demised premises by Lessee, or which being thereon, has been purchased or is owned by Lessee, shall be deemed to be a fixture, and that Lessee shall have the right at any time during its occupancy thereof or at any time prior to thirty (30) days after the expiration of the term (or extended term), of this lease, or prior to thirty (30) days after the surrender of said premises by Lessee, at any time, for any cause, to remove from said demised premises any and all buildings or other equipment or improvements belonging to said Lessee or placed thereon by Lessee, it being understood, however, that during such removal period rental shall be paid by Lessee to Lessor upon the basis of the rental hereinabove set forth.

Lessee agrees to pay any taxes levied or assessed during the term of this lease against any and all improvements belonging to, or placed upon said demised premises by Lessee. Lessor shall pay all taxes and assessments on and improvements or equipment located on the demised premises and belonging to Lessor, and shall pay also all taxes and assessments on the real estate hereby demised, including any street improvement or other special taxes or assessments.

It is understood and agreed that all improvements placed upon said demised premises by Lessee are to be maintained at the sole cost and expense of Lessee and Lessee shall protect and hold harmless Lessor and the demised premises from any and all liens of every kind and character which may be levied for labor performed or materials furnished in connection with any improvements or equipment placed upon said demised premises by Lessee.

Lessee agrees to keep the demised premises in a clean and tidy condition at all times during its occupancy thereof, and will upon surrender quit said premises in as good state and condition as reasonable use and wear thereof will permit, damage or destruction by fire, the elements, or the acts of third parties excepted.

It is specifically understood that as a condition precedent to the use of the demised premises by Lessee, for the purpose herein specified it is necessary that Lessee should have and hold during its occupancy hereunder a proper building and storage permit, and it is agreed that if, for any reason, issuance of such permit be denied, or, having been granted, such permit should, by Municipal or other legal authority, be cancelled, or if Lessee should, for any reason, be prevented, through legal action, from the establishment and maintenance of an automobile service station upon said property, or from the use of the same as contemplated in this lease, then, and in such event, Lessee shall, at its option have the right to cancel this lease as, of and from the date of any such cancellation of such permit, or from the date upon which further maintenance of said station on said premises is prevented, as aforesaid, and it is specifically agreed that from and after the exercise by Lessee of its said option to cancel, each and all of the parties hereby shall be relieved from obligations hereunder, excepting, however, that Lessor, in the event of such cancellation aforesaid, obligates himself to refund to Lessee the unearned portion of any rental paid in advance in accordance with the provisions of this lease.

If during the term of this lease or any renewal or extensions thereof, any Governmental or quasi-Governmental authority or agency, whether Federal, State, County or Municipal, shall commence or undertake to sell and distribute petroleum products in the City or County in which the said

demised premises are situate, to the public generally, or if such Governmental or quasi-Governmental authority or agency, shall adopt a Chain Store Tax Law or Ordinance which shall be applicable to Lessee or any service station now or hereafter located on said demised premises, then and in that event and at any time subsequent thereto, Lessee, at its option, may terminate and cancel this lease by giving Lessor thirty (30) days' notice in writing of such termination and cancellation.

This lease supersedes and cancels all agreements and leases of a prior date between the parties hereto, or their predecessors in interest, relating to the demised premises. This lease shall be binding upon and inure to the benefit of the heirs, executors, administrators, successors, or assigns of the parties hereto.

IN WITNESS WHEREOF, the parties hereto have caused these presents to be executed as of the day and year first hereinabove written.

Subscribed and sworn to before this 30th day of June, 1939.

(SEAL)

Ed Delaney
County Clerk.

OK WAR

CHECKED BY
Sales Acct. Dept.
By EC

Tide Water Associated Oil Company
ASSOCIATED DIVISION

By Robert P. Sherman
Robert P. Sherman, Asst. Vice President

Approved as to Form:
E.D. Buckley
Attorney

By J.P. Edwards
J.P. Edwards, Executive Secretary.

DESCRIPTION APPROVED
B.G. Brown
Supt. of Construction.

Approved
JUN 23 1939
Operating Committee.

STATE OF NEVADA)
County of Eureka.) ss.

On this 30th day of June in the year one thousand nine hundred and Thirty Nine personally appeared before me, Frank McBride, and Della McBride, a County Clerk in and for the County of Eureka, Frank McBride and Della McBride his wife, known to me to be the persons described in and who executed the foregoing instrument, who acknowledged to me that they and each of them executed the same freely and voluntarily and for the uses and purposes therein mentioned.

IN WITNESS WHEREOF, I have hereunto set my hand and affixed my Official Seal at my office in the Eureka County of Eureka the day and year in this Certificate first above written.

Ed Delaney
County Clerk in and for the County of
Eureka, State of Nevada.

Recorded at the request of J.D. Cardoza Dec. 6, A.D. 1939 At 0 minutes past 4 P.M.

Peter Merialdo---Recorder.