

Kelley & Rebaleati, )  
to ) Lease.  
Standard Oil Company of California.)

THIS LEASE, dated the 19th day of March, 1943,

W I T N E S S E T H:

1. THAT J. B. Rebaleati and R. C. Kelley (Trade Style Kelley & Rebaleati) of the County of Eureka, State of Nevada, Lessor, does hereby lease unto STANDARD OIL COMPANY OF CALIFORNIA, a corporation, Lessee, for the term commencing May 1, 1943, and ending April 30, 1944, and thereafter until terminated by 30 days' written notice from either party to the other of intention to terminate this lease, the following described premises, which are situated in the City of Eureka, County of Eureka, State of Nevada, and are more particularly described as follows:

Lot 4, Block 34.

2. Lessee agrees to pay to Lessor, as rental for the use and occupancy of the demised premises, the sum of Five and no/100 Dollars (\$5.00) on the First day of each and every calendar month during the term hereof or of any extension or renewal thereof, commencing May 1, 1943.

3. Lessee shall have the right during the term of this lease to occupy and use the demised premises for any lawful purpose whatsoever, including the right to erect, operate, and maintain on said premises a service station for the sale and distribution of gasoline and any other oils and products of petroleum, and to store and handle thereon and to distribute and sell therefrom such commodities and such other goods as are usually carried at and sold from such stations or as may be marketed by Lessee from time to time, together with the right to remove from or to rearrange or remodel any improvements or equipment belonging to Lessee now on the premises or which may hereafter be placed thereon by Lessee, and to construct and maintain on said premises

such other buildings, structures, improvements, or equipment as Lessee may desire, and to cut curbs, construct roadways, and use sidewalks for vehicles to pass to and from said premises, and Lessee shall have the further right to sublease the premises.

4. Lessee is hereby given the right to extend this lease for an additional term of----- years, upon all the terms and conditions herein specified, by giving Lessor written notice of its intention so to do at any time prior to the termination hereof. If Lessor at any time during the term of this lease, or any extension or renewal thereof, should secure a lease on, or possession of, the real property hereindescribed for an additional period, Lessee is hereby granted the right at its option to lease said real property from Lessor for all or such portion of such additional period as Lessee may be obligated to pay for said real property. If Lessee shall desire to exercise this option, Lessee shall give Lessor written notice thereof at any time before the expiration of the term of this lease, or any renewal or extension thereof, and thereupon this lease shall be extended as above provided.

5. If, during the term of this lease or any extension or renewal thereof, any rent shall be due and unpaid, or if Lessee shall default in the performance of any of the covenants or conditions herein contained, and Lessee shall fail to pay such rent or remedy such default within fifteen (15) days after receipt of written notice thereof from Lessor, then it shall be lawful for Lessor to re-enter the demised premises and remove all persons therefrom and terminate this lease.

6. Lessor agrees not to store, handle, distribute, sell, and/or advertise for sale on the premises owned, leased, and/or controlled by Lessor, of which the demised premises are a part, gasoline or other petroleum products not marketed by Lessee, nor to suffer or permit, by lease, license, and/or other agreement, any person, persons, firm or corporation, to store, handle, distribute, sell, and/or advertise for sale thereon gasoline or other petroleum products not marketed by Lessee.

7. Lessee shall have the right to remove from the demised premises all improvements, fixtures, and facilities placed by it in, under, or upon the same within a reasonable time after the expiration or sooner termination of this lease, or of the Lessee's tenancy of the premises.

8. Lessee shall not be required to pay any taxes, including street or other special assessments, levied upon the demised premises, but Lessee shall pay such taxes as are levied upon improvements placed thereon by Lessee.

9. Lessee shall have the right to terminate this lease at any time upon giving Lessor thirty (30) days' notice in writing of its intention to terminate the same.

10. This lease as of the date of commencement hereof shall terminate and supersede that certain agreement between the parties hereto, or their predecessors in interest, respecting the demised premises, dated the 25th day of March, 1942.

11. Until further notice from Lessee, all payments to be made and notices to be given by or to Lessee hereunder shall be made or given by or to Standard Stations, Inc., as the case may be.

12. All rentals payable hereunder shall be paid to J. B. Rebaleati and R. C. Kelley, Eureka Nevada unless and until Lessor shall designate some other party to receive said rentals. Payment of said rentals to any party designated by Lessor shall acquit Lessee from all responsibility therefor or the proper distribution thereof.

13. Any and all written notices to be given by Lessee to Lessor hereunder shall be addressed to Lessor at Eureka, Nevada.

IN WITNESS WHEREOF, the parties hereto have executed these presents in triplicate.

Kelley & Rebaleati, Lessor  
BY J. B. Rebaleati,

STANDARD OIL COMPANY OF CALIFORNIA, Lessee  
By W. G. Watson  
Attorney in fact.

STATE OF NEVADA )  
 ) ss.  
COUNTY OF EUREKA )

On this 6 day of April, A.D. 1943, personally appeared before me, W. R. Reynolds, a notary public in and for Eureka County, Nevada, J. B. Rebaleati, known (or proved) to me to be the person described in and who executed the foregoing instrument, who acknowledged to me that he 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 County of Eureka, the day and year in this certificate first above written.

(NOTARIAL SEAL)  
My commission expires 2/9/47.

W. R. Reynolds  
Notary Public in and for said  
County and State

STATE OF CALIFORNIA )  
 ) ss  
CITY AND COUNTY OF SAN FRANCISCO )

On this 15th day of April, in the year 1943, before me, the undersigned, a Notary Public in and for said City and County and State, personally appeared W. G. Watson, known to me to be the person whose name is subscribed to the within instrument as attorney in fact of Standard Oil Company of California, a corporation, and acknowledged to me that he subscribed the name of said corporation thereto as principal, and his own name as attorney in fact.

(NOTARIAL SEAL)  
My commission expires Nov. 28, 1943.

Frank C. Owen  
Notary Public in and for the City and County  
of San Francisco, State of California.

Recorded at the request of J.S. Reeder June 5 A.D. 1943 At 30 minutes past 10 A.M.

Peter Merialdo --- Recorder.