

File No. 32305

T. E. Knobbs, aka)
 Shell Oil Co., Jobber,)
 to) EQUIPMENT LOAN AGREEMENT
 Rex Oxborrow,)
 Customer.)

EQUIPMENT LOAN AGREEMENT

THIS AGREEMENT, dated this 16 day of April, 1956, between T. E. KNOBBS, Jobber for SHELL OIL CO. products, in Ely, Nevada, (herein called "T. E. KNOBBS"), and Rex Oxborrow, of Eureka, Nevada, in Eureka Co., (herein called "Customer"),

WITNESSETH:

1. LOAN. T. E. KNOBBS hereby loans to Customer the following described equipment, nor or hereafter to be located on the premises occupied by Customer at Eureka, Nevada, in Eureka County, (herein called "the premises"): 1 - 5200 Gallon Tank \$637.00

Tank Fittings \$43.62

Plumbing and Installation \$147.32

receipt of all of which in good and safe condition and repair Customer hereby acknowledged. T. E. KNOBBS shall have the right from time to time to substitute, for any of the above-described equipment, equipment of similar nature. All other equipment, if any, furnished by T. E. KNOBBS during the continuance of this Agreement to be located on the premises, including such substituted equipment but excluding automotive equipment, shall be subject to the provisions of this Agreement (and, together with the above-described equipment, is herein collectively called "the equipment").

2. PERIOD. This agreement shall be in effect for a period beginning October 3, 1955, and ending October 3, 1961, and continuing from year to year thereafter; but Customer may terminate this Agreement at the end of the initial period or any succeeding year, by giving T. E. KNOBBS at least thirty (30) days' written notice; and T. E. KNOBBS may terminate this Agreement (a) at any time by giving Customer at least thirty (30) days' written notice, or (b) forthwith by giving Customer written notice, if Customer should breach any of the provisions hereof.

3. USE. Customer shall use the equipment solely for or in connection with the storage, dispensing, handling or use of petroleum products manufactured or sold by T. E. KNOBBS; shall maintain the equipment in good repair and efficient operating condition (including, whenever applicable, lubrication, packing of valves and pumps, and cleaning and maintenance of strainers, filters and water separators); and shall return the same to T. E. KNOBBS, immediately upon any termination of this Agreement, in a good condition as when received by Customer, excepting only reasonable wear and tear and damage by fire or other casualty not resulting from acts or omissions of Customer or Customer's employees. Customer shall not remove or permit removal of all or any part of the equipment from the premises, or permit any other person, firm or corporation to use all or any of the same, without T. E. KNOBBS' prior written consent.

4. COMPLIANCE. Customer shall comply with all governmental laws, ordinances, regulations, licenses and permits relating to the equipment or the use thereof; shall pay assessments, license, permit and inspection fees, and other governmental charges or the equipment or on T. E. KNOBBS or Customer with respect to the possession or use thereof or the business conducted in connection therewith; and shall comply with all provisions of the lease or other arrangement under which Customer is entitled to possession of the premises.

5. INDEMNITY. Customer shall indemnify T. E. KNOBBS against any and all claims and liability for injury or death of persons or damage to property caused by or happening in connection with the equipment or the condition, maintenance, possession or use thereof.

6. OWNERSHIP AND REMOVAL BY T. E. KNOBBS. All of the equipment shall remain the personal property of T. E. KNOBBS, notwithstanding any attachment thereof to the premises; and T. E. KNOBBS may enter the premises and remove therefrom all or any part of the equipment within sixty (60) days after any termination of this Agreement. If, after any termination of this Agreement, the equipment or any part thereof remains on the premises because Customer or a third party has purchased the same, Customer shall, at T. E. KNOBBS' request, remove or cause to be removed Shell's trade-marks, trade names and color scheme from the equipment; and if Customer fails so to do, Shell may enter the premises and, at Customer's expense, remove Shell's trade-marks, trade names and color scheme from the equipment.

7. ASSIGNABILITY. Neither this Agreement nor any claim against T. E. KNOBBS arising directly or indirectly out of or in connection with this Agreement shall be assignable by Customer or by operation of law, without T. E. KNOBBS' prior written consent.

ENTIRETY-WAIVER-EXECUTION. This Agreement comprises the entire agreement, and, as of the beginning date of the period hereof, terminates all prior agreements, between T. E. KNOBBS and Customer concerning the loaning or leasing of the equipment. T. E. KNOBBS' right to require strict performance of Customer's obligations hereunder shall not be affected in any way by any previous waiver, forbearance or course of dealing. Neither this Agreement nor any supplement or amendment thereto shall be binding on T. E. KNOBBS unless and until it is signed in T. E. KNOBBS' behalf by a representative duly authorized by T. E. KNOBBS, and

and a copy thereof so signed is delivered to Customer.

IN WITNESS WHEREOF, this Agreement is executed as of the date first herein written.
T. E. KNOBBS

By T. E. Knobbs

Rex Oxborrow
"Customer"

Recorded at the Request of T. E. Knobbs April 16 A.D., 1956 At 40 Min. Past 1 P.M.

E. B. Crane--Recorder.
By Angela Evans--Deputy.