

92 NOV 17 11:03


3111 Marina Drive
Alameda, CA 94501
November 14, 1992

Juliett Schin
80 Swan Way
Room 200
Oakland, CA 94621

Dear Ms. Schin:

You requested a chronological record of the leases for the gas station at 1357 High St. in Alameda. I've enclosed this and a list of the oil companies and the operators who handled the station. I hope this will help to establish Mobil's involvement with the station. Call me if you have any questions.

Sincerely,


James Phillipson

LIST OF OPERATORS

Gas Station- 1357 High St.
Alameda, CA 94501

1. Arthur Phillipsen 1946-1951 (Deceased)
2. Ed and Carl Thiess 1952-1978 (Deceased)
3. Tony Berts 1979 (Deceased)
4. John Rydman 1979-1985
7613 Canterbury Ln.
Dublin, CA 94568
(510) 828-1100
5. Larry Wallace 1985-1986
P.O. Box 1184
El Cerrito, CA 94530
6. Waldemar Zielinski 1986-1988
20501 Forest Ave.
Castro Valley, CA 94546
(510) 581-0890
7. Max Pallen October 20, 1988-December 5, 1991
830 Crocus Dr.
San Leandro, CA 94579
(510) 351-6776

LIST OF OIL COMPANIES

Gas Station- 1357 High St.
Alameda, CA 94501

- 1936-1946 Union Oil Co. (Unocal)
1946-1984 Mobil Oil Co.
1984-1992 Texaco Oil Co.

EXTENSION AND MODIFICATION OF LEASE

THIS AGREEMENT, entered into this 18 day of February, 1966, by and between OTTO PHILLIPSEN and ANNIE K. PHILLIPSEN, his wife, hereinafter referred to as "Lessor", and SOCONY MOBIL OIL COMPANY, INC., a New York corporation, hereinafter referred to as "Lessee";

W I T N E S S E T H:

WHEREAS, by a Service Station Ground and Improvement Lease dated May 18, 1951, Lessor leased to General Petroleum Corporation those certain premises in the City and County of Alameda, State of California, more particularly described as follows:

COMMENCING at the point of intersection of the Northwestern line of High Street with the Northeastern line of Van Buren Street, as said Streets are shown on the map hereinafter referred to; and running thence Northeasterly along said line of High Street 100.00 feet; thence at right angles Northwesterly 50.29 feet to the Northwestern boundary line of Lot numbered 6 in Block numbered 99, as shown on said map; thence at right angles Southwesterly along said Northwesterly boundary line 100.00 feet to said Northeastern line of Van Buren Street; thence Southeasterly along said line of Van Buren Street 50.29 feet to the point of commencement. Being a portion of Lot numbered 6 in Block numbered 99, as said Lot and Block are delineated and so designated upon that certain Map entitled "Map No. 1 of a portion of the Sather Trust Property in the City of Alameda, California, Surveyed by I. N. Chapman and W. R. Poyzer, April, 1891" - filed September 17, 1891 in the office of the County Recorder of Alameda County; and)

WHEREAS, said lease was extended by mutual agreement of the parties thereto by Extension of Lease dated September 29, 1954; and

WHEREAS, said lease, as extended, was further extended by notice from Lessee therein to Lessor; and

WHEREAS, Lessee herein has succeeded by merger to the interests of General Petroleum Corporation as Lessee in said lease, as extended; and

WHEREAS, Lessor and Lessee herein desire to further extend said lease, as extended, for an additional period of sixty (60) months from June 1, 1966, under the same terms and conditions except as hereinafter provided;

NOW, THEREFORE, in consideration of the premises and for other good and valuable consideration to both parties in hand paid, receipt of which is hereby acknowledged, Lessor and Lessee do hereby mutually agree as follows:

1. That the term of the said lease, as extended, shall be extended for a period of sixty (60) months, commencing June 1, 1966 and ending May 31, 1971.

Lessor and Lessee agree that, during said extended term, the rental to be paid will be \$250. - two hundred fifty dollars per month.

2. That during said extended term, ~~Lessor or Lessee~~ *and any* subsequent term described in Sections 3 and 4 below, Lessor or Lessee herein may terminate said lease, as hereby extended, at any time during the term of said lease, as hereby extended, upon one (1) year's prior written notice to the other party. *O.P. INITIAL*

3. That Lessee may, at its option, by serving notice of its election so to do at least thirty (30) days' prior to the expiration of the term of said lease, as hereby extended, renew or extend said lease for the period of sixty (60) months upon the same terms and conditions and rental and payable in the manner as specified in Paragraph 1 of said lease. *177*

4. That Lessee may, at its option, by serving notice of its election so to do at least thirty (30) days' prior to the expiration of the first additional sixty (60) months' extension renew or extend said lease, as hereby extended, for a second additional period of sixty (60) months, upon the same terms and conditions and rental and payable in the manner as specified in Paragraph 1 of said lease. *1416*

5. That during the said extended period, or any extension thereof, or within ten (10) days after the expiration thereof, Lessee shall have the right to remove any improvements or equipment owned by it on the demised premises, or which may have been placed on the demised premises by others and acquired by Lessee, whether or not such improvements and equipment are affixed to the soil.

EXCEPT as modified herein, all other terms and conditions of said lease, as hereby extended, shall remain as they now exist.

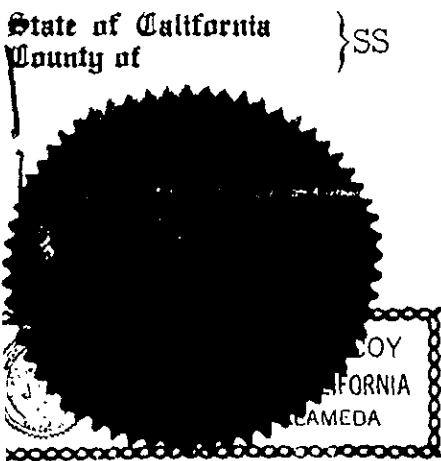
IN WITNESS WHEREOF, the parties hereto have caused this agreement to be executed the day and year first above written.

Otto Phillipson
Otto Phillipson

Annie K. Phillipson
Annie K. Phillipson

SOCONY MOBIL OIL COMPANY, INC.

By [Signature]
Acting Division General Manager



On this 18th day of February in the year One Thousand Nine Hundred and Sixty-six before me Geraldine M. McCoy a Notary Public in and for the County of Alameda State of California, residing therein, duly commissioned and sworn, personally appeared Otto Phillipson and Annie K. Phillipson

known to me to be the person s described in and whose name s are subscribed to the within instrument,

and they acknowledged to me that they 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.

Geraldine M. McCoy Geraldine M. McCoy
NOTARY PUBLIC
In and for said County of Alameda State of California

GENERAL ACKNOWLEDGMENT
My Commission Expires March 21, 1969
FORM NF26-K-1 PICA Oakland Calif

S.S. NO. 10-102 LD

TERMINATION AGREEMENT - OTHER

Mobil Oil Corporation, hereinafter called Mobil ~~was~~ formerly known as Socony Mobil Oil Company, Inc., successor by merger to General Petroleum Corporation and James Arthur Phillipson, successor in interest to Otto Phillipson and

Anne K. Phillipson

hereinafter called Other Party, hereby agree to terminate as of 9th day of April

19 79 the following agreements between them, and all agreements

supplemental thereto, covering or affecting the premises located at the northeast corner of

High and Van Buren Street Alameda California
STREET CITY STATE

LEASE OR AGREEMENT DATE
Service Station Ground and Improvement Lease May 18, 1951
Lease (memo form) May 18, 1951

Recorded June 29, 1951 in Book 6476 at Page 401, Official Records of Alameda County, California

Memorandum of Extension of Lease September 29, 1954

Recorded October 28, 1954 in Book 7463 at Page 395 Official Records of Alameda County, California

This termination shall be without prejudice to Mobil's accrued rights, including without limitation the right, where applicable, to remove from said premises all of Mobil's improvements, equipment and personal property, whether or not affixed to said premises. *identification signs & trademarks. J.P. 4/9/79*

Other Party releases Mobil from all liabilities arising out of or in connection with said agreements of Mobil's occupancy of said premises. *file 4/9/79*

Dated: April 9, 19 79

James Arthur Phillipson
James Arthur Phillipson

WITNESS:

[Signature]

MOBIL OIL CORPORATION

By [Signature]
Attorney in Fact

STATE OF CALIFORNIA }
COUNTY OF San Francisco } SS.
On April 9, 1979 before me, the undersigned, a Notary Public in and for said State, personally appeared _____
JAMES ARTHUR PHILLIPSON.
to be the person whose name is subscribed _____, known to me to the within instrument and acknowledged that he executed the same
WITNESS my hand and official seal.
Signature Brian McDonald
BRIAN McDONALD
NOTARY PUBLIC CALIFORNIA
CITY & COUNTY OF SAN FRANCISCO

MODIFICATION AGREEMENT

THIS AGREEMENT, entered into this 1st day of June, 1976, by and between JAMES ARTHUR PHILLIPSEN, hereinafter referred to as "Lessor"; and MOBIL OIL CORPORATION, a New York corporation, hereinafter referred to as "Lessee";

W I T N E S S E T H :

WHEREAS, by a Service Station Ground and Improvement Lease dated May 18, 1951, Otto Phillipson and Annie K. Phillipson, his wife, as Lessor, leased to General Petroleum Corporation, as Lessee, those certain premises in the City of Alameda, County of Alameda, State of California, more particularly described in said lease, and,

WHEREAS, said lease has heretofore been extended by extension and modification agreements dated September 29, 1954 and February 18, 1966, and by notification from Lessee to Lessor dated March 10, 1971, to and including May 31, 1976, and,

WHEREAS, said Extension and Modification Agreement dated February 18, 1966 provides Lessee, under Paragraph 4, with a second additional sixty (60) months' option to renew said lease, as extended and modified, and,

WHEREAS, Lessor herein has succeeded to the interests of Lessor in said Lease as extended and modified, and,

WHEREAS, Lessee herein has succeeded by merger to the interests of General Petroleum Corporation in said lease as extended and modified, and,

WHEREAS, Lessor and Lessee herein desire to provide Lessee with a third and a fourth additional sixty (60) months' option to renew said lease, as extended and modified on the same terms, conditions and rental as provided under said Extension and Modification Agreement dated February 18, 1966, except as hereinafter provided;

NOW, THEREFORE, In consideration of the premises and for other good and valuable considerations to both parties in hand paid, receipt of which is hereby acknowledged, Lessor and Lessee do hereby mutually agree as follows:

1. THAT, Lessee shall have the option to renew said Lease, as extended and modified for two (2) successive terms of sixty (60) months each on the same terms, conditions and rental as provided under said Extension and Modification Agreement dated February 18, 1966, as extended. To exercise each option Lessee shall give Lessor notice of its election to renew at least thirty (30) days prior to the

expiration of the then current term.

2. THAT, effective June 1, 1976, for each year which Lessee shall occupy the premises, Lessee shall pay all real estate taxes levied upon the premises and upon the buildings and improvements thereon, or installed by Lessee on the premises. Payment shall be made by Lessee to the taxing authority where permitted but if such real estate taxes are levied against Lessor, Lessee shall reimburse Lessor within sixty (60) days after Lessor has furnished Lessee with receipts evidencing payment in full of all taxes levied. Such taxes to be paid or reimbursed by Lessee shall be prorated for the first and last years of Lessee's occupancy. Lessee shall have the right to contest or appeal, in Lessor's name, if required, any assessed valuation placed by governmental authority. Lessee shall not pay any special assessments on the premises.

3. THAT, during the said extended period, or any extension thereof, or within ten (10) days after the expiration thereof, Lessee shall have the right to remove any buildings, structures or equipment owned by it on the demised premises or which may have been placed on the demised premises by others and acquired by Lessee, whether or not such buildings, structures or equipment are affixed to the soil.

EXCEPT as modified herein, each and every paragraph and provision of said lease, as extended and modified, shall remain as they now exist, including the provisions of paragraph 2 of said Extension and Modification Agreement dated February 18, 1966.

IN WITNESS WHEREOF, the parties hereto have caused this agreement to be executed the day and year first above written.


JAMES ARTHUR PHILLIPSEN

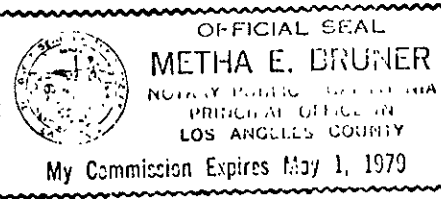
MOBIL OIL CORPORATION

By: 

On April 14, 1976,

before me, the undersigned, a Notary Public in and for said County and State, per-

sonally appeared N. D. Mendenhall
known to me to be the person whose name is subscribed to the within instrument as
an attorney in fact of MOBIL OIL CORPORATION, and acknowledged to
me that he subscribed the name of MOBIL OIL CORPORATION, thereto
as principal and his own name as attorney in fact.



In Witness Whereof, I have hereunto set my hand and affixed my official seal the day and year in this certificate first above written.

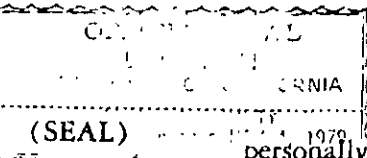
Metha E. Bruner
Notary Public in and for said County and State

My Commission Expires May 1, 1979

INDIVIDUAL ACKNOWLEDGMENT

State of California

Alameda County of *Alameda* } ss.



On this *19th* day of *March*, 19*76*, before me,
A. Triller, a Notary Public in and for said *Alameda* County,
personally appeared *James Arthur Phillipson*

known to me to be the person whose name *is* subscribed to the within instrument, and acknowledged that he executed the same.

WITNESS my hand and official seal.

A. Triller
Notary Public in and for said *Alameda* County and State
My commission expires *11-4* 19*77*

acknowledged, Lessor and Lessee do hereby mutually agree as follows:

1. THAT, Lessee shall have the option to renew said Lease, as extended and modified for two (2) successive terms of sixty (60) months each on the same terms, conditions and rental as provided under said Extension and Modification Agreement dated February 18, 1966, as extended. To exercise each option Lessee shall give Lessor notice of its election to renew at least thirty (30) days prior to the

MODIFICATION AGREEMENT

THIS AGREEMENT, entered into this 1st day of April, 1969,

by and between OTTO PHILLIPSEN and ANNIE K. PHILLIPSEN, his wife, hereinafter referred to as "Lessor", and MOBIL OIL CORPORATION, a New York Corporation, successor in interest by merger to General Petroleum Corporation, hereinafter referred to as "Lessee",

W I T N E S S E T H :

WHEREAS, by a Service Station Ground and Improvement Lease dated May 13, 1961, Lessor leased to Lessee those certain premises in the City of Alameda, County of Alameda, State of California, more particularly described as follows:

COMMENCING at the point of intersection of the Northwestern line of High Street with the Northeastern line of Van Buren Street, as said Streets are shown on the map hereinafter referred to; and running thence Northwesterly along said line of High Street 100.00 feet; thence at right angles Northwesterly 50.29 feet to the Northwestern boundary line of Lot numbered 6 in Block numbered 99, as shown on said map; thence at right angles Southwesterly along said Northwesterly boundary line 100.00 feet to said Northeastern line of Van Buren Street; thence Southwesterly along said line of Van Buren Street 50.29 feet to the point of commencement. Being a portion of Lot numbered 6 in Block numbered 99, as said Lot and Block are delineated and so designated upon that certain Map entitled "Map No. 1 of a portion of the Butler Trust property in the City of Alameda, California, surveyed by - I. H. Chapman and W. K. Poyser, April, 1891" - filed September 17, 1891 in the office of the County Recorder of Alameda County; and,

WHEREAS, said Lease was extended by Agreement dated September 29, 1954, by letter notification from Lessee to Lessor and by Extension and Modification Agreement dated February 18, 1966, and,

WHEREAS, Lessor and Lessee desire to modify the maintenance and repair provisions under said lease, the rental payable under Paragraph 4 of said Extension and Modification Agreement dated February 18, 1966, and to provide two additional five-year options on the part of Lessee, to renew or extend said lease, as extended and modified,

NOW, THEREFORE, in consideration of the premises and for other good and valuable consideration, Lessor and Lessee hereby mutually agree as follows:

1. That, effective May 1, 1969, the provisions contained in Paragraph 3a of said lease, shall be of no further force or effect and the following provision shall be and is substituted therefor, to-wit:

All repairs to the premises or improvements or equipment shall be for the account of the Lessee.

2. That, the rental payable by Lessee to Lessor during the second additional option period as provided under Paragraph 4 of said Extension and Modification of Lease Agreement dated February 18, 1966, shall be \$275.00 per month.

100-

4-1-69

MODIFICATION AGREEMENT

THIS AGREEMENT, entered into this 1st day of April, 1959,

by and between OTTO PHILLIPSEN and ANNIE K. PHILLIPSEN, his wife, hereinafter referred to as "Lessor", and MOBIL OIL CORPORATION, a New York Corporation, successor in interest by merger to General Petroleum Corporation, hereinafter referred to as "Lessee",

W I T N E S S E T H :

WHEREAS, by a Service Station Ground and Improvement Lease dated May 15, 1951, Lessor leased to Lessee those certain premises in the City of Alameda, County of Alameda, State of California, more particularly described as follows:

COMMENCING at the point of intersection of the Northwestern line of High Street with the Northeastern line of Van Buren Street, as said Streets are shown on the map hereinafter referred to; and running thence northeasterly along said line of High Street 100.00 feet; thence at right angles Northwesterly 50.29 feet to the Northwestern boundary line of Lot numbered 6 in Block numbered 99, as shown on said map; thence at right angles Southwesterly along said Northwesterly boundary line 100.00 feet to said Northeastern line of Van Buren Street; thence easterly along said line of Van Buren Street 50.29 feet to the point of commencement. Being a portion of Lot numbered 6 in Block numbered 99, as said Lot and Block are delineated and so designated upon that certain Map entitled "Map No. 1 of a portion of the Butler Trust Property in the City of Alameda, California, surveyed by - I. H. Chapman and W. R. Poyzer, April, 1891" - filed September 17, 1891 in the office of the County Recorder of Alameda County; and,

WHEREAS, said Lease was extended by Agreement dated September 29, 1954, by letter confirmation from Lessee to Lessor and by Extension and Modification Agreement dated February 18, 1956, and,

WHEREAS, Lessor and Lessee desire to modify the maintenance and repair provisions under said Lease, the rental payable under Paragraph 4 of said Extension and Modification Agreement dated February 18, 1956, and to provide two additional five-year options on the part of Lessee, to renew or extend said Lease, as extended and modified,

NOW, THEREFORE, in consideration of the premises and for other good and valuable consideration, Lessor and Lessee hereby mutually agree as follows:

1. That, effective May 1, 1959, the provisions contained in Paragraph 3a of said Lease, shall be of no further force or effect and the following provisions shall be and is substituted therefor, to-wit:

All repairs to the premises or improvements or equipment shall be for the account of the Lessee.

2. That, the rental payable by Lessee to Lessor during the second additional option period as provided under Paragraph 4 of said Extension and Modification of Lease Agreement dated February 18, 1956, shall be \$275.00 per month.

100-

4-1-69

3. That, Lessee may, at its option, renew or extend said lease, as extended and modified, for two additional successive terms of sixty (60) months each, on the same terms and conditions except that the rental during the first of such two additional terms shall be \$300.00 per month, and the rental during the second of such two additional terms shall be \$350.00 per month. The first of such renewals shall commence at the expiration of the second additional option period as provided under paragraph 4 of said Extension and Modification of Lease Agreement dated February 18, 1966. To exercise each option, Lessee shall give Lessor notice of its election to renew at least thirty (30) days prior to the expiration of the then current year's term.

EXCEPT AS MODIFIED HEREIN, all other terms and conditions of said lease, as extended and modified, shall remain as they now exist.

IN WITNESS WHEREOF, the parties hereto have caused this agreement to be executed the day and year first above written.

OS
Otto Phillipsen

X OS
Annie K. Phillipsen

3. That, Lessee may, at its option, renew or extend said Lease, as extended and modified, for two additional successive terms of sixty (60) months each, on the same terms and conditions except that the rental during the first of such two additional terms shall be \$300.00 per month, and the rental during the second of such two additional terms shall be \$350.00 per month. The first of such renewals shall commence at the expiration of the second additional option period as provided under Paragraph 4 of said Extension and Modification of Lease Agreement dated February 18, 1966. To exercise each option, Lessee shall give Lessor notice of its election to renew at least thirty (30) days prior to the expiration of the then current year's term.

EXCEPT AS MODIFIED HEREIN, all other terms and conditions of said Lease, as extended and modified, shall remain as they now exist.

IN WITNESS WHEREOF, the parties hereto have caused this agreement to be executed the day and year first above written.

Otto Phillipsen

Otto Phillipsen

X

Annie K. Phillipsen

Witnessed by
Edmund Nelson RN

MOBIL OIL CORPORATION

By _____

	INC	DATE
	<i>Edmund Nelson</i>	
	<i>gd</i>	5 8 69
	<i>Xo</i>	

SURRENDER OF LEASEHOLD

M/R

This agreement is made this 5 day of ~~November~~ ^{December} 1991, by and between James Phillipson, hereinafter called "Lesser," and GURO MAX PALLEN and PURIFICACION F. PALLEN, hereinafter called "Lessee."

Recitals

A. Lessor and Lessee executed a lease on October 20, 1988. By the terms of the lease, the following described property was leased to Lessee for a term of five (5) years, commencing on November 1, 1988, and ending on October 31, 1993, 1357 High Street, Alameda, Alameda County, California; and

B. Lessee desires to surrender said lease and all rights to the possession of the lease premises and to release Lessor from his obligations under the lease, and Lessor desires to accept said surrender and to release Lessee from his obligations under the lease.

Terms of Surrender

Lessor and Lessee therefore agree as follows: Lessee agrees to surrender the lease and vacate the premises as described hereinabove as of November 30, 1991, and Lessor agrees to accept such surrender and the premises, and Lessor and Lessee agree to discharge and release each other from the obligations under the lease as of said date.

Executed at Alameda, California, on the day and year first above written.

LESSOR

James Phillipson
James Phillipson 12/5/91
LESSEE

Guro Max Pallen
Guro Max Pallen 11-24-91
LESSEE

Purificacion F. Pallen
Purificacion F. Pallen 11-24-91
LESSEE

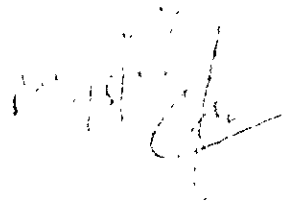
Mobil Oil Corporation

1365 ENEA CIRCLE SUITE 919
P.O. BOX 1002
CONCORD, CALIFORNIA 94524
TELEPHONE 415/681-9810

December 21, 1984

PERSONAL DELIVERY

John Rydman
1357 High Street
Alameda, CA 94501



NOTICE OF NONRENEWAL
SS# 10-102

Dear Mr. Rydman:

The Retail Dealer Contract between us, dated November 11, 1981, covering the premises at 1357 High Street, Alameda, California, expires on April 30, 1985.

After a careful review of our objectives for this location as a Mobil retail outlet, we have concluded that a further renewal of the agreements and the franchise relationship between us would be inadvisable since we have determined that renewal of the franchise relationship between us is likely to be uneconomical.

Please take notice, therefore, that Mobil Oil Corporation elects not to renew the Retail Dealer Contract and franchise relationship between us, which said Contract and franchise relationship will terminate on April, 30, 1985.

You must surrender Mobil's personal property to us on or before the expiration date.

Attached hereto is a copy of the Department of Energy (D.O.E.) summary of the Federal Petroleum Marketing Practices Act.

Very truly yours,

MOBIL OIL CORPORATION

ORIGINAL SIGNED BY
J. A. EDWARDS

J. A. Edwards
District Sales Manager

TJM:ds
Attachment

Acknowledged: _____
John Rydman

0036/177CA

GENERAL PETROLEUM CORPORATION OF CALIFORNIA

A SOCONY VACUUM COMPANY

417 MONTGOMERY STREET

SAN FRANCISCO 4, CALIF.



January 28, 1947

Mr. Arthur J. Phillipsen
1357 High Street
Alameda, California

Dear Sir:

SS302-408 - High & Van Buren Sts.
Alameda, Calif.
DEAL 2948

Our Home Office has approved the lease on your station and we return herewith your copies of the Service Station Ground and Improvement Lease and LX operating papers.

Yours very truly

GENERAL PETROLEUM CORPORATION

D. F. Reed
Manager Dealer Sales

BPG:M

SERVICE STATION GROUND AND IMPROVEMENT LEASE

This Indenture of Lease, entered into this 10th day of December, 1946,

by and between ARTHUR J. PHILLIPSEN and ETHEL M. PHILLIPSEN, his wife,

hereinafter referred to as "Lessor," and GENERAL PETROLEUM CORPORATION OF CALIFORNIA,
a Delaware corporation, hereinafter referred to as "Lessee,"

Witnesseth:

Lessor hereby lets and demises unto Lessee those certain premises situate in the City of Alameda,
County of Alameda,
State of California and more particularly

Commencing at the point of intersection of the Northwestern line of High Street with the Northeastern line of Van Buren Street, as said Streets are shown on the map hereinafter referred to; and running thence North-easterly along said line of High Street 100 feet; thence at right angles Northwesterly 50.29 feet to the Northwestern boundary line of Lot numbered 6 in Block numbered 99, as shown on said Map; thence at right angles Southwesterly along said Northwestern boundary line 100 feet to said Northeastern line of Van Buren Street; thence Southeasterly along said line of Van Buren Street 50.29 feet to the point of Commencement. Being a portion of Lot numbered 6 in Block numbered 99, as said Lot and Block are delineated and so designated upon that certain Map entitled, "Map No. 1 of a portion of the Cather Trust Property in the City of Alameda, California, Surveyed by I. N. Chapman and W. R. Boyzer, April, 1891" - filed September 17, 1891 in the office of the County Recorder of Alameda County.

TO HAVE AND TO HOLD said premises for a term of Fifty nine (59) months and twenty (20) days months; the commencement and ending of said term being determined as provided in Paragraph 12 hereof, upon the following terms and conditions, to-wit:
1. Lessee shall pay to Lessor as rental (\$.....) per month; the first payment shall be made on the date on which the possession is actually delivered to Lessee for the pro rata of the calendar month then current, and thereafter on the first day of each and every calendar month to the end of the term;

1. Lessee shall pay to Lessor as rental a sum determined by multiplying by One and one-half cents (1½¢) the number of gallons of Lessee's gasoline sold from and delivered to customers on the premises by the Lessee, or those in possession with Lessee's consent, such rentals to be paid monthly on or before the 15th day of each calendar month, based on sales made during the preceding calendar month.

Payment shall be made to Lessor at 1357 High Street, Alameda, California

In event any action is brought by third parties involving the right of possession of the premises, improvements, or equipment, Lessee may deposit the rentals accruing under this lease in any National Bank in the City of Alameda, California, to the joint account of Lessor and Lessee, to abide the final judgment in such suit.

2. Lessor may post on the demised premises such notices as he may deem necessary to protect the premises against liens arising from work done thereon by Lessee.

3. In the event said premises or improvements or equipment belonging to Lessor are damaged or destroyed, or in need of any repair whatsoever, Lessor shall immediately commence the work of restoring or repairing said premises, improvements or equipment and continuously and diligently prosecute the work to completion at his own expense. During such period of repairs or restoration, no rentals shall become due or payable hereunder. In the event of failure of the Lessor to commence the work promptly or to prosecute it diligently to completion, Lessee may, at its option, carry on such work and withhold rentals until it has been reimbursed therefor, or, in the alternative may cancel this lease.

4. Lessee shall pay before delinquency all charges for water, gas, heat, electricity and power used by Lessee in the conduct of its business on said premises. Lessee shall also pay all taxes levied on any improvements placed by it on said premises. All other taxes or governmental charges shall be paid by Lessor, and in the event of his failing so to do, Lessee may pay the same and reimburse itself out of rentals thereafter accruing. In the event of any mortgages or other liens now or hereafter attaching to said property, Lessee, in the event of Lessor's failure so to do, may discharge said liens on maturity and be subrogated to the right of the lien holder.

5. Lessee may at any time during the term hereof remove any and all improvements or equipment belonging to Lessor and now in place on said premises, provided, however, that in the event of removing any improvements or equipment now on said premises and belonging to Lessor, the substituted improvements or equipment shall in no instance be less in value than the value of the removed improvements or equipment at the time of removal.

6. Lessee may at any time during the term hereof or within ten days after the expiration or earlier termination of this lease, remove any improvements or equipment placed by it on the demised premises or which may have been placed on the demised premises by others and acquired by Lessee, whether such improvements and equipment are affixed to the soil or not, provided that if Lessee shall remove improvements or equipment which have been substituted for improvements or equipment belonging to Lessor, it shall pay Lessor the stipulated value of the improvements or equipment now on the premises, which said stipulated value shall be computed by taking the value of the improvements or equipment removed as set forth in Exhibit A, attached hereto, or to be attached after the execution of this lease by both parties, and deducting therefrom the amount of depreciation at the time of the removal of the substituted equipment at the rate of... five.....per cent per year on buildings, and.....ten.....per cent per year on other improvements and equipment.

7. It is hereby stipulated that the primary purpose of this lease is to enable Lessee to use the demised premises for the dispensing of petroleum products and for the conduct of a super service station business thereon. In the event of the condemnation of said premises or any part thereof, or in the event the full use of said premises or any portion thereof in the conduct of a super service station business is interfered with or handicapped by any law, ordinance, or rule or regulation of any governmental officer or body acting under authority or color of authority, or by order of any court, Lessee may at its option terminate this lease upon thirty (30) days' written notice to Lessor. It is also agreed that in the event at any time or from time to time the demised premises cease to be advantageous in the sole discretion of Lessee for the dispensing of petroleum products, then Lessee may at its option terminate this lease upon thirty (30) days' written notice to Lessor and paying to Lessor an amount equal to that received by Lessor as rental for the calendar month next preceding the month of termination. The waiver of any provision hereof shall not be deemed a waiver of any other provision or provisions hereof, or of Lessee's right to subsequently terminate this lease because of the occurrence of one or more of the conditions or circumstances herein set forth.

8. In event of any default in the performance of any of the terms and conditions of this lease by Lessee and failure of Lessee to remedy the default complained of by Lessor, within thirty days after written notice from Lessor specifying the default, Lessor may at his option re-enter upon said premises and re-take possession thereof, and this lease shall thereupon be terminated, except that the Lessee shall have the right of removal of improvements and equipment as stipulated in Paragraph Six (6) hereof.

9. Any notice from Lessor to Lessee may be given by sending the same by registered mail addressed to Lessee at.....

.....417 Montgomery Street, San Francisco, California.....
and Lessee or its successors or assigns may at any time by written notice to Lessor change the place of giving notice and after such written notice to Lessor by registered mail, Lessor shall send all notices intended for Lessee or its successors or assigns to the address which may be so indicated.

10. Any notice from Lessee to Lessor may be given by sending same by registered mail addressed to Lessor at.....

.....1357 High Street, Alameda, California....., and Lessor or its successors or assigns may at any time by written notice to Lessee change the place of giving notice and after such written notice to Lessee by registered mail, Lessee shall send all notices intended for Lessor or its successors or assigns to the address which may be so indicated.

11. The parties agree that there is no understanding or agreement, oral, written, expressed or implied, existing on any of the subjects referred to in the foregoing agreement, other than this written agreement itself, and that every agreement, representation, warranty or understanding on the said subjects has been merged into this agreement, which is mutually understood to be, and shall be conclusively accepted as, full agreement between Lessor and Lessee.

12. In consideration of the sum of One Dollar (\$1.00) the receipt of which Lessor hereby acknowledges, Lessor gives to Lessee sixty (60) days' time from date hereof within which to deliver this agreement to Lessor executed by Lessee; and in the event this agreement is so delivered, the said sum of One Dollar (\$1.00) shall be credited against the first moneys payable by Lessee to Lessor under this agreement. In the event this agreement shall not be so delivered within the period specified, the sum of One Dollar (\$1.00) paid hereunder shall be retained by Lessor as full compensation for the execution by Lessor of this agreement, and in such event this agreement shall be of no further force or effect, and each of the parties shall be relieved of all further obligations hereunder.

Notwithstanding any other provision of this agreement, the rental shall begin from the date possession of the premises is taken by Lessee, and this lease shall run for 59 mos. and 20 days months from the date of its execution by Lessee. December 10, 1946.
Should Lessee, with the consent of Lessor, go into possession of the premises prior to execution of this agreement by Lessee, possession of the premises by Lessee shall be deemed to be under a license, terminable at the will of Lessor, and not as a tenancy or as ratification or acceptance of this lease by Lessee, and this lease shall not be binding upon Lessee unless and until it is executed by duly authorized officers of Lessee and delivered to Lessor. 2
C. M. P.

13. If Lessee shall hold over after the expiration of the term of this lease, or any extension thereof, such tenancy shall be from month to month only and upon all the terms, covenants and conditions hereof.

14. If any tax, charge, duty or license is now or hereafter imposed, levied or assessed by any Federal, State or other governmental authority or agency on or measured by the number of service stations owned or held under lease by Lessee, or the aggregate volume of petroleum products sold, delivered or dispensed from said service stations as a whole, Lessee shall have the right at any time and from time to time after the enactment of such law or laws to terminate this lease by giving a thirty (30) day written notice of termination to Lessor.

EXHIBIT "A" FOR ATTACHMENT TO SERVICE STATION
 GROUND AND IMPROVEMENT LEASE - SS 302-408
 1357 HIGH STREET, ALAMEDA, CALIFORNIA

1 - Steel service station building including sales room and attached one-day super	\$10,000.00
3 - Model 555 Bowser Automatic pumps	750.00
1 - 1000 gal. underground storage tank	100.00
2 - 550 gal. underground storage tanks	100.00
1 - 1½ H.P. model T.S. 351 Easy air compressor	250.00
1 - FH Model 1706 Easy auto hoist	200.00
0 - 30 gal. Hiboy lubricating oil tanks	60.00
1 - Haws drinking fountain	50.00
2 - Cox air and water wells	75.00

S.S. 302-408 EX

DEAL

December 19, 1946.

Arthur J. Phillipson
 Arthur J. Phillipson

Ethel M. Phillipson
 Ethel M. Phillipson

In event Lessor desires to sell the demised premises and receives a bona fide offer from some third party to purchase the demised premises, Lessor shall give written notice to Lessee of such offer and of the terms and conditions thereof. Lessee shall have the preferential right for a period of thirty (30) days after receipt of such notice to purchase the demised premises upon the same terms and conditions as offered by such third party. In event Lessee exercises its preferential right to purchase the demised premises, Lessor agrees to convey the demised premises to Lessee free and clear of all conditions, restrictions, reservations, easements, rights-of-way, liens and encumbrances, and to furnish Lessee, at Lessor's cost, with evidence of title showing title to the demised premises vested in Lessee as the grantee of Lessor. Evidence of title in those states where policy of title insurance is obtainable shall be in the form of a policy of title insurance in the amount of the purchase price written by a title company satisfactory to Lessee. In case a policy of title insurance is unobtainable, evidence of title shall be in the form of an abstract of title prepared by an abstract company or attorney at law satisfactory to Lessee. If Lessee exercises its preferential right to purchase the demised premises, this lease shall terminate at the time the deed or other conveyance of title to Lessee is recorded. If Lessee does not exercise its preferential right to purchase the demised premises, any sale by Lessor to a third party shall be made subject to all of the terms and provisions of this lease, including the preferential right of Lessee to purchase the demised premises from such third party pursuant to the provisions of this paragraph.

16. It is specifically agreed that this instrument, regardless of the designation as a lease, shall be in all respects regarded as a sublease, subject to the limitations of and dependent upon continuance in existence of that certain original lease between Otto and Anna Phillipson, Lessor, and Arthur J. Phillipson, Lessee, which lease is dated December 1, 1946. In the event of any termination of said original lease, this sublease shall likewise terminate and all of the rights of Lessee herein shall be at an end except Lessee shall be entitled to the refund of any prepaid rentals not theretofore applied and except that Lessee shall have the right to remove within ten days after it vacates the demised premises any improvements or equipment placed by it on the demised premises.

WJP
L M K

This lease shall run to and be binding upon the successors and assigns of the parties hereto.

IN WITNESS WHEREOF, the parties hereto have caused this lease to be executed the day and year first above written.

Executed by Lessee. Dec. 10, 1946

Arthur J. Phillipson

WITNESSES to the signature of Lessor:

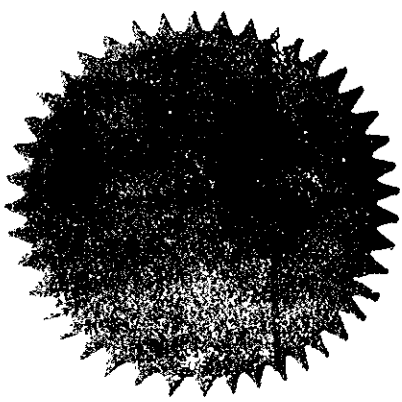
Edel M. Phillipson

Geo. L. Nordmark

FORM 2080

State of California, } ss.
COUNTY OF LOS ANGELES

On this 23rd day of January, A. D. 1947, before me, Vera T. Rathbun, a Notary Public in and for the said County and State, residing therein, duly commissioned and sworn, personally appeared R. L. MINCKLER known to me to be the Vice-President, and T. M. VAIL



known to me to be the Assistant Secretary of the GENERAL PETROLEUM CORPORATION of CALIFORNIA, the Corporation that executed the within instrument, known to me to be the persons who executed the within instrument on behalf of the Corporation therein 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.

Vera T. Rathbun
Notary Public in and for said County and State

My Commission Expires Dec. 27, 1947

THIS FORM OF ACKNOWLEDGMENT TO BE USED IN THE STATES OF OREGON, CALIFORNIA OR ARIZONA

STATE OF California }
County of Alameda } ss.

On this 10th day of December, in the year One Thousand Nine Hundred and Forty Six, before me A. J. Mathebat, a Notary Public in and for the said County of Alameda, residing therein and duly commissioned and sworn, personally appeared

ARTHUR J. PHILLIPSEN & ETHEL M. PHILLIPSEN, his wife personally known to me to be the person whose name is subscribed to the within instrument and acknowledged that he executed the same freely and voluntarily for the uses and purposes therein expressed.

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

A. J. Mathebat

Notary Public.

State of California

In and for the County of Alameda

My commission expires March 21, 1948

THIS FORM OF ACKNOWLEDGMENT TO BE USED IN THE STATE OF WASHINGTON

STATE OF WASHINGTON }
County of _____ } ss.

I, the undersigned Notary Public in and for the State of Washington, duly commissioned and sworn, do hereby certify that on this _____ day of _____, 19____, personally appeared before me _____

to me known to be the individual described in and who executed the within instrument and acknowledged that he signed and sealed the same as _____ free and voluntary act and deed for the uses and purposes therein mentioned.

GIVEN under my hand and official seal this _____ day of _____, A. D. 19____

Notary Public in and for the State of Washington, residing at _____

My Commission Expires _____

Service Station Ground and Improvement Lease

TO

GENERAL PETROLEUM CORPORATION OF CALIFORNIA

AFTER RECORDING MAIL TO

GENERAL PETROLEUM CORPORATION OF CALIFORNIA

1008 West Second Street Los Angeles 12, California

417 Montgomery St., San Francisco

STATE OF CALIFORNIA, ss.
County of _____

On this _____ day of _____, A.D. 19____, before me, _____ a Notary Public in and for the said County and State, personally appeared _____

known to me to be the _____ President, and _____ known to me to be the _____ Secretary of the _____

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.

Notary Public in and for said County and State.

SERVICE STATION LEASE (LX)

S. S. No. 302-408 DEAL No. 2948 ST. INTERSECTION Nth Van Buren & High

THIS INDENTURE OF LEASE made and entered into this 7th day of May, 1951,
between GENERAL PETROLEUM CORPORATION, hereinafter called Lessor, and _____
Arthur J. Phillipsen, jointly and severally, if more than one,
hereinafter called Lessee,

WITNESSETH:

1. **PREMISES.** Subject to easements, conditions and restrictions of record, Lessor hereby leases to Lessee those certain service station premises and all structures, apparatus, material and personal property referred to in Paragraph 5 hereof, located at 1357 High Street, in the City of Alameda, County of Alameda, State of California.

2. **DURATION OF LEASE.** This lease shall continue in effect for Six (6) months and Twenty (20) days from May 7, 1951, and thereafter from year to year, provided, however, that the same may be terminated by Lessor at any time during the term or any extension thereof, upon thirty (30) days written notice to Lessee, and may be terminated by Lessee at the end of the original term or on any anniversary date on thirty (30) days prior written notice.

3. **RENTAL.** Lessee agrees to pay to Lessor as rental the sum of \$1.00 ^{year} ~~per month~~; the first payment shall be made on the date on which possession is actually delivered to Lessee for the pro rata of the calendar ~~month~~ ^{year} then current and thereafter on the first day of each and every calendar ~~month~~ ^{year} to the end of the term.

4. **LIMITATION AS TO USE.** Lessee acknowledges that the premises are leased for the sole and exclusive purpose of conducting thereon a petroleum and gasoline service station business, and Lessee agrees at all times to operate said petroleum and gasoline service station business thereon in an orderly and lawful manner.

5. **INVENTORY AND MAINTENANCE OF BUILDINGS AND EQUIPMENT.** Lessee hereby acknowledges receipt of all structures, apparatus, material and personal property listed on the inventory or other record signed by Lessee on file in Lessor's office. Lessee acknowledges that said premises and all structures, apparatus, material and personal property situated thereon are in a good and safe condition and fit for carrying on the business for which they are leased, and Lessee agrees to maintain said premises in good and safe condition and make at his own expense all repairs or replacements which may be necessary or which may be required by law, municipal ordinances or governmental regulations. Lessee hereby waives all rights against Lessor under Sections 1941 and 1942 of the Civil Code of California. Should Lessee fail to promptly make such repairs or replacements, Lessor may, at its option, enter upon the premises and make such repairs or replacements, and Lessee shall promptly pay Lessor the cost thereof. Lessee further agrees not to make any alterations, changes or additions to said premises or to any of the buildings, improvements or equipment now in place thereon, and not to place any additional equipment, buildings or improvements thereon without first having obtained the written consent of Lessor so to do. Lessee agrees that Lessor during ordinary business hours may enter upon the premises and make such alterations, changes, additions, repairs or replacements it may deem necessary without any liability to Lessee in event of interference with Lessee's business.

6. **UTILITIES, TAXES AND ASSESSMENTS.** Lessee hereby agrees to assume and to pay before delinquency, in addition to the rentals hereinabove provided, any and all charges for electricity, power, water, gas and heat, used by Lessee in the conduct of Lessee's business on said demised premises, and Lessee further agrees to pay any and all taxes and assessments that may be levied upon the improvements, equipment and stocks in trade of Lessee placed by Lessee upon said premises. Lessor shall have no liability to furnish to Lessee or to secure for the benefit of Lessee the service of water, gas, heat, electricity, power, or any other utility service, nor shall Lessor have any liability to Lessee on account of the failure in continuity of any such service.

[Handwritten initials/signature]

S.S. No. 302-408

Deal No. 2948

MUTUAL CANCELLATION AGREEMENT

GENERAL PETROLEUM CORPORATION and Arthur J. Phillipson and Gregory J. Maimone hereby cancel by mutual consent, effective May 6, 1951, those certain agreements between the undersigned, covering the premises located at

1357 High Street Alameda California
Street City State

which agreements are listed as follows:

<u>Lease or Agreement</u>	<u>Dated</u>
Service Station Lease (LK)	May 1, 1949
Reseller Gasoline Contract (with lessee-dealer)	May 1, 1949

and all agreements supplemental thereto, and each of the parties hereby releases the other from all obligations under the said agreements except that the undersigned shall pay General Petroleum Corporation for any indebtedness accrued prior to the effective date hereof.

General Petroleum Corporation reserves the right where applicable to remove all its improvements, equipment and personal property, whether or not such improvements, equipment or personal property are affixed to the soil.

DATED this 6th day of May, 1951.

WITNESS:

[Signature]

Arthur J. Phillipson
Arthur J. Phillipson

Gregory J. Maimone
Gregory J. Maimone

GENERAL PETROLEUM CORPORATION

BY J.E. Bonquerra
DIVISION MANAGER

By _____

32x

GENERAL PETROLEUM CORPORATION

RESELLER GASOLINE CONTRACT
(with lessee-dealer)

SS # 302-408Deal # 2948

THIS CONTRACT, made this 7th day of May, 1951, by and between

GENERAL PETROLEUM CORPORATION, having an office at 417 Montgomery Street,
(Street address)
San Francisco 4, California, hereinafter called Seller, and

(City and State)

Arthur J. Philipsen

Jointly and severally, hereinafter called Buyer, having a place of business at 1357 High Street,
(Street Address)

Alameda, California

(City and State)

hereinafter called the premises.

WITNESSETH:

1. **Products, Quantities.** Seller or its authorized distributor shall sell and deliver to Buyer, and Buyer shall purchase and receive from Seller or its authorized distributor, as ordered by Buyer during the term hereof, for resale at Buyer's premises, Seller's gasoline in yearly quantities not less than the minimum nor greater than the maximum amounts hereinbelow specified. The gasoline to be delivered and received hereunder shall be those grades and brands of Seller's gasoline marketed by Seller to similar dealers in Buyer's area. Minimum and maximum quantities shall be as follows:

Gasolines: Minimum 108,000 gallons; Maximum 200,000 gallons.

Any delivery by Seller of quantities in excess of the maximum amount shown herein shall not constitute a waiver of Seller's right to limit maximum quantities.

2. **Deliveries, Prices, Terms.** Deliveries shall be made to the premises of Buyer in fairly even monthly quantities, and shall be promptly received by Buyer. Prices shall be those specified in Seller's Posted Price Schedule in effect on date of delivery, as posted at Seller's distributing plant applying to the manner of delivery to the delivery area in which Buyer's premises is located. Buyer shall pay Seller for all gasoline delivered hereunder in cash except to the extent credit is at Seller's option extended to Buyer.

3. **Brands, Advertising.** Seller shall have the absolute right from time to time to change the quality of or the names of such grades and brands, or any of them, or may discontinue the marketing of any of them or substitute any grades or brands for those so discontinued, without any liability whatsoever to Buyer. Buyer agrees: (A) Not to mix, substitute or adulterate gasolines secured from Seller or its authorized distributor; (B) to sell them only under Seller's brands applicable thereto; (C) to use advertising material, if loaned by Seller, solely for the sale of Seller's products on the premises, and to return such material to Seller on termination of this contract; (D) that all advertising, including color schemes, of Seller's products, shall be subject to Seller's approval.

4. **Taxes.** Buyer shall pay Seller amounts equivalent to any tax (not included in the price or otherwise paid by Buyer) now or hereafter imposed. For the purpose of this contract the word "tax" shall be deemed to include all taxes, charges or duties now or hereafter levied or assessed directly or indirectly by any federal, state or local governmental authority or agency upon or in any manner affecting the production, manufacture, storage, transportation, sale or distribution of the products sold hereunder, or on this contract, or any matter or thing connected with the performance thereof, which Seller is required to pay to or collect for any such governmental authority or agency.

5. **Contingencies.** Seller shall not be held liable for failure to make deliveries resulting from fire, riot, labor disturbances, strikes, lockouts, boycotts, picketing, earthquake, war, total or partial failure of transportation or delivery facilities of Seller or carriers usually used or employed by Seller in effecting deliveries hereunder, acts, orders, demands or recommendations of public officers or agents of government, whether foreign or domestic, federal, state, county or municipal, acting under claim or color of authority, or for failure to make deliveries or delay in delivery when, for causes above specified, Seller is unable to replenish its stocks of products involved by means of transportation usually used or employed by Seller in effecting such replenishment of stocks at the plant or plants from which products are obtained for delivery hereunder; nor shall Seller be liable for failure to make deliveries hereunder for any other cause or causes reasonably beyond its control, whether similar or dissimilar to the causes above specified. If Seller believes that for any reason there is or may be such a shortage of Seller's supplies that Seller is or may be unable to meet all the demands of all of its customers of all kinds, Seller shall have the privilege of allocating among such customers its contemplated available and anticipated supplies in such manner as Seller in its discretion may determine.

6. **Breach of Contract.** In the event that either party shall fail to perform any of the provisions of this contract and said default shall continue after five (5) days' written notice from party not in default, then this contract may be terminated forthwith at the option of the party not in default. Seller's right to require strict performance shall not be affected by any previous waiver or course of dealing.

7. **Claims.** Buyer agrees in consideration of Seller's execution of this contract that any claim or defense of any kind by Buyer based upon or arising in connection with this contract or otherwise shall be barred unless asserted by Buyer by the commencement of an action or the interposition of a defense within 6 months after the delivery of the products or other event, action or inaction to which such claim or defense relates. This provision shall survive any termination of this contract, however arising.

8. **Indemnity.** Buyer shall indemnify Seller against all losses and claims (including those of the parties, their agents and employees) for death, personal injury or property damage arising out of the use or condition of Buyer's premises or the storage and handling of products on the premises.

9. **Miscellaneous.** This contract, as of the commencement date hereof, cancels and supersedes all prior contracts between Seller and Buyer for the sale and delivery of Seller's gasoline at Buyer's premises. Buyer agrees to obtain all necessary permits or licenses and to comply with all applicable governmental regulations governing resale of gasoline. Buyer shall not assign this contract. This instrument contains the entire agreement covering the subject matter. Neither this contract nor any modification shall be binding on Seller unless signed by an authorized representative. Part performance shall not be deemed a waiver of this requirement. This contract shall not be deemed an asset in any receivership, bankruptcy or insolvency proceedings of Buyer. Any notice hereunder shall be in writing and shall be delivered personally (to an officer or manager in case of Seller) or sent by registered mail to the address specified above unless changed by notice. Notice by registered mail shall be deemed given at the expiration of the time normally required to make delivery.

10. **Status of Buyer.** Buyer hereby agrees that he is conducting his business on the premises as an independent contractor and not as an employee of Seller, acknowledging hereby that Seller has no direction or control of the manner in which Buyer conducts any business, or when and how such business is conducted except as herein provided.

11. **Duration.** This contract shall continue in effect for ~~one (1) year from~~ Twenty (20) days from Six (6) months and May 7, 1951 and thereafter from year to year, provided, however, that same may be terminated by Seller at any time during the term or any extension thereof, upon thirty (30) days' written notice to Buyer, and may be terminated by Buyer at the end of the original term or on any anniversary date on thirty (30) days' prior written notice.

INITIAL
A-2
JEB

GENERAL PETROLEUM CORPORATION

By J. B. Benjamin
SAs

BUYER:

Arthur J. Phillipsen
Arthur J. Phillipsen

S.S. No. 302-408

Deal No. 2948

SERVICE STATION LEASE (LX)

This Indenture of Lease

made and entered into this 10th day of December 1946 by and between GENERAL PETROLEUM CORPORATION OF CALIFORNIA, a Delaware corporation, hereinafter referred to as "Lessor" and ARTHUR J. PHILLIPSEN hereinafter referred to as "Lessee".

INITIAL

Witnesseth:

Lessor, hereby leases to Lessee those certain premises situate at 1357 High Street, in the City of Alameda, County of Alameda, State of California more particularly described as follows:

Commencing at the point of intersection of the Northwestern line of High Street with the Northeastern line of Van Buren Street, as said Streets are shown on the map hereinafter referred to; and running thence North-easterly along said line of High Street 100 feet; thence at right angles Northwesterly 50.29 feet to the Northwestern boundary line of Lot numbered 6 in Block numbered 99, as shown on said Map; thence at right angles South-westerly along said Northwesterly boundary line 100 feet to said North-eastern line of Van Buren Street; thence Southeasterly along said line of Van Buren Street 50.29 feet to the point of Commencement. Being a portion of Lot numbered 6 in Block numbered 99, as said Lot and Block are delineated and so designated upon that certain Map entitled, "Map No. 1 of a portion of the Sather Trust Property in the City of Alameda, California, Surveyed by I. N. Chapman and W. R. Foyzer, April, 1891" - filed September 17, 1891 in the office of the County Recorder of Alameda County.

for the sole and exclusive purposes of conducting thereon a petroleum and gasoline service station, and Lessee agrees at all times to operate said petroleum and gasoline service station business thereon in an orderly and lawful manner.

This lease shall continue in effect for fifty-nine (59) months and seventeen (17) days from December 10, 1946, and thereafter from year to year, provided, however, that same may be terminated by Lessor at any time during the term or any extension thereof, upon thirty (30) days written notice to Lessee, and may be terminated by Lessee at the end of the original term or on any anniversary date on thirty (30) days prior written notice.

1. Lessee agrees to pay to Lessor as rental the sum of \$ 1.00 per year; the first payment shall be made on the date on which possession is actually delivered to Lessee for the pro rata of the calendar month then current and thereafter on the first day of each and every calendar month to the end of the term year

INITIAL

Lessor hereby acknowledges receipt of the sum of \$ as consideration for the execution of this lease, which sum is not and shall not be deemed any part of the rent reserved. If Lessee shall have fully and faithfully performed each and every obligation on the part of Lessee to be performed hereunder, then said sum of \$ shall be applied upon the last () months rental of this lease, but otherwise said sum shall belong to Lessor as part of the consideration for this lease. All payments to Lessor hereunder shall be payable at its office at 417 Montgomery St., San Francisco, Calif.

INITIAL

2. Lessee agrees at all times to keep the premises clean, sanitary and attractive looking. Lessee further agrees that he will not at any time during the term of this lease place or allow to be placed upon the demised premises structures or devices, without first having secured the written consent of Lessor.

3. Lessor shall have at all reasonable times the right to enter upon said premises and to inspect and examine the same and from time to time to paint the improvements and equipment located thereon with such colors as Lessor may see fit, and to post such notices as Lessor may deem necessary to protect Lessor against loss from the liens of laborers, materialmen or others, and Lessee hereby agrees to indemnify and save harmless said Lessor from any cause of action, loss, cost, damage, claim, demand or expense whatsoever arising out of any act or omission on the part of said Lessee, or Lessee's agents or employees, guests or patrons, and which may cause damage to persons or property.

4. Lessee acknowledges that the said premises are safe and in good order and condition and fit for carrying on the business for which they are intended, and Lessee agrees to maintain said premises in good and safe condition and make all repairs and alterations which may be necessary or which may be required by law, municipal ordinances or governmental regulations at his own expense, and in the event the demised premises are situated in the State of California, Lessee hereby waives all rights against Lessor under Sections 1941 and 1942 of the Civil Code of California. Should Lessee fail to promptly make such repairs and alterations, Lessor may at its option enter upon the premises and make such repairs and alterations and Lessee shall promptly pay Lessor the cost thereof. Lessee further agrees not to make any alterations, changes or additions to said premises or to any of the buildings, improvements or equipment now in place thereon and not to place any additional equipment, buildings or improvements thereon without first having obtained the written consent of Lessor so to do.

5. Lessee hereby agrees to assume and to pay before delinquency, in addition to the rentals hereinabove provided, any and all charges for electricity, power, water, gas and heat, used by Lessee in the conduct of Lessee's business on said demised premises, and Lessee further agrees to pay any and all taxes and assessments that may be levied upon the improvements, equipment and stocks in trade of Lessee placed by Lessee upon said premises. Lessor shall have no liability to furnish to Lessee or to secure for the benefit of Lessee the service of water, gas, heat, electricity, power or any other utility service, nor shall Lessor have any liability to Lessee on account of the failure in continuity of any such service. In the event Lessee fails to pay or discharge any lien which may hereafter attach to the land demised herein, arising out of the act or omission of said Lessee, Lessor may at its option pay and discharge such lien, in which event Lessor shall be subrogated to the rights of the holder or holders thereof and may thereupon bill the Lessee for any and all expense incurred thereby, and such expense shall be payable from Lessee to Lessor at the date of payment of the monthly rental accruing first thereafter.

6. Any notices to be given hereunder shall be in writing and shall be deemed to have been duly given if and when deposited in the United States mail, properly stamped and sent by Registered Mail to Lessor at 417 Montgomery Street, San Francisco, California, and to Lessee at the service station address set forth herein, or when delivered personally to said parties at said addresses.

7. No assignment, sublease or transfer in whole or in part of this lease, or any interest therein may be made by Lessee nor shall any encumbrances be placed thereon without the written consent of Lessor having first been obtained.

8. In event of Lessee's failure to perform any of the provisions of this lease on his part to be performed, and upon failure of Lessee to remedy the same within three days after written notice from Lessor so to do, or if Lessee shall assign this lease or sub-let any portion of the demised premises or shall place any encumbrance on the premises or this lease without the consent in writing of Lessor, or if Lessee, or property owned or occupied by Lessee, be attached, or if Lessee commits an act of bankruptcy, or if execution be levied against Lessee, or property owned or occupied by Lessee, or any other proceedings be taken to sequester the assets of Lessee for the benefit of his creditors, then and in that event Lessor may, at its option, terminate this lease and re-enter the demised premises and take possession thereof. It is admitted that interference with the business being conducted on said premises will seriously affect the value of the property, and it is hereby agreed by the parties that in event any action be brought by Lessor to recover possession of said premises on account of the default of Lessee, that Lessor shall have the right to the appointment of a Receiver to carry on the business pending a decision of said action. The rights herein conferred upon Lessor shall not be exclusive and shall not impair Lessor's rights to pursue such other, different or inconsistent remedies as Lessor may see fit.

9. On the expiration of the term of this lease or sooner termination thereof, Lessee shall quietly and peaceably surrender the demised premises to Lessor in good order and condition, reasonable wear and tear thereof alone excepted, and if any action be brought by Lessor to recover possession of said premises or to enforce any obligation of Lessee hereunder, Lessee agrees to pay to Lessor a reasonable attorney's fee to be fixed by the court in such action.

10. It is specifically agreed that this instrument regardless of the designation as a lease, shall be in all respects regarded as a sub-lease, subject to the limitations of and dependent upon continuance in existence of that certain original lease between Arthur J. and Ethel M. Phillipsen, as Lessors, and General Petroleum Corporation, as Lessee, dated December 10, 1946, which said lease is recorded in Book..... of.....

of the County of....., State of....., at page....., thereof, and Lessee agrees that in all events he will so conduct his operations on said premises as to in every respect comply with all of the terms, conditions and limitations of said original lease, and in event of any termination of said lease, this sub-lease shall likewise terminate and all of the rights of Lessee herein shall be at an end, and in such event Lessee herein named shall not be entitled to any damages whatsoever, nor to the refund of any moneys except that if Lessee herein named be not in default at such time he shall be entitled to the refund of the over-rentals not theretofore paid.

11. Lessee hereby acknowledges receipt of all the structures, apparatus, material and personal property listed and valued in the inventory signed by Lessee on file in Lessor's office at Oakland, California and further acknowledges that each of said structures, apparatus, material and other property therein listed is in good order and condition, suitable for the purposes for which it is to be used, and Lessee agrees to keep same in good order and condition. In event of loss or damage of, or to any or all of the structures, apparatus, material and/or personal property listed in said inventory, Lessee agrees to reimburse Lessor upon demand for such structures, apparatus, material and/or personal property lost or damaged, at the stipulated value as set forth in said inventory.

12. The parties agree that there is no understanding or agreement, oral, written, expressed, or implied, existing on any of the subjects referred to in the foregoing agreement, other than this written agreement itself, and that every agreement, representation, warranty or understanding on the said subjects has been merged into this agreement, which is mutually understood to be, and shall be conclusively accepted as, full agreement between Lessor and Lessee.

13. It is further agreed that in the event Lessor elects to cancel this lease as provided herein, then the Lessee herein may cancel the Service Station Ground and Improvement Lease and short form Lease, each dated December 10, 1946 between the parties hereto upon thirty (30) days written notice. It is understood, however, that such option to terminate the Service Station Ground and Improvement Lease and short form Lease must be exercised by Lessee herein within a period of thirty (30) days after the termination of the Service Station Lease (LX) and Dealer Gasoline Contract (LX), and if not so exercised within the said thirty (30) day period, the Service Station Ground and Improvement Lease and short form Lease then will not be subject to termination by Lessee herein prior to its normal expiration date. _____

IN WITNESS WHEREOF, the parties hereto have caused this lease to be executed the day and year first above written

GENERAL PETROLEUM CORPORATION OF CALIFORNIA

By [Signature]

By _____
Lessor

WITNESSES:

[Signature]

[Signature]

Lessee

THE UNDERSIGNED, owner of the above property, hereby consents to the foregoing.

Please wait.

James A. Phillitsen

3111 Marina Drive

Alhambra, Ca 91801

(510) 523-8064

Exp. Station at

1357 High St

Alhambra, Ca 91801

TANKS
Need to COME soon!



TEXACO

R & F DISTRIBUTING

April 22, 1986

Dear Customer:

A new Federal law directs the Environmental Protection Agency (EPA) to develop a comprehensive regulatory program for underground storage tanks. As part of the new law, owners of certain underground tanks used to store petroleum or hazardous substances must notify designated State or local agencies of the existence of their tanks by May 8, 1986. This includes owners of tanks currently used to store such substances and owners of tanks taken out of operation after January 1, 1974, but still in the ground. Owners who bring tanks into use after May 8, 1986, must notify within 30 days.

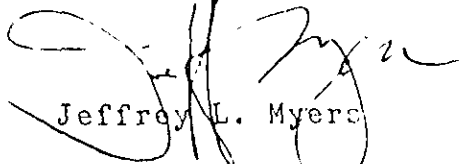
The purpose of the notification program is to assist EPA and the States in locating and evaluating underground storage tanks. Enclosed is a copy of EPA's regulations concerning owners of underground storage tanks.

Please review the regulations to determine if you are affected by the notification requirements.

You may contact the State Water Resources Control Board at (916) 324-1262 if you would like a copy of the underground tank regulations governing the State of California or if you have any questions with regard to these regulations.

Your kind attention in this matter is appreciated.

Sincerely,



Jeffrey L. Myers

R & F Distributing

JLM:sp

Enclosure

Mobil Oil Corporation

612 SOUTH FLOWER STREET
LOS ANGELES, CALIFORNIA 90054

REGISTERED MAIL
RETURN RECEIPT REQUESTED

March 10, 1971

Otto Phillipsen and Annie K. Phillipsen
3111 Marina Drive
Alameda, California

Re: LEASE RENEWAL
SS 10-102
High and Van Buren Street
Alameda, California

Dear Mr. and Mrs. Phillipsen:

Reference is made to that certain Service Station Ground and Improvement Lease dated May 18, 1951 and Extension of Lease dated September 29, 1954 as further modified by Extension and Modification of Lease Agreement dated February 18, 1966, between you, as Lessor, and Mobil Oil Corporation, successor in interest to General Petroleum Corporation, as Lessee, covering the service station premises at subject location and more particularly described therein.

Pursuant to the provisions of paragraph 3 of that certain Extension and Modification Agreement dated February 18, 1966, the undersigned hereby notifies you that it elects to and does extend the said Lease for an additional period of Sixty (60) months commencing June 1, 1971 through May 31, 1976, upon the same terms and conditions but with rental payable as stipulated in said paragraph 1 of Modification Agreement.

Very truly yours,

MOBIL OIL CORPORATION

JVRenfrew:vb

By


Attorney in fact

THIS CONTRACT IS made April 10, 19 79, between MOBIL OIL CORPORATION, hereunder called Seller, having an office at 66 Bovet Road, Suite 113, San Mateo, California 94402 and John H. Rydman, jointly and severally if more than one, hereafter called Buyer, having a place of business at 1357 High Street, Alameda, CA 94501 hereafter called the premises

PRODUCTS

1. **Products; Quantities.** Seller shall sell and Buyer shall purchase during each contract year not less than the minimum and not more than the maximum quantities of the products set forth below, the amounts so sold and purchased within such limits to be those ordered by Buyer, provided that the amounts so ordered in any one calendar month shall not be less than 5% of the annual minimum quantity. Seller shall not be obligated to (but may at its option) make single deliveries of gasoline or diesel fuel of less than 75% of the storage capacity at the premises, nor to deliver more than 15% of the annual maximum quantity of any product listed below in any one calendar month. For this contract 8 pounds of grease equal 1 gallon of oil.

PRODUCTS	MINIMUM PER CONTRACT YEAR	MAXIMUM PER CONTRACT YEAR
MOBIL PREMIUM,	191,783 gals.	383,566 gals.
MOBIL REGULAR and		
MOBIL UNLEADED		
MOBIL DIESEL		
Oils and Greases		
SOVASOL No.		
Alcohol Anti-Freeze		
Ethylene Glycol		
Base Anti-Freeze		
MOBIL Specialties		\$
MOBIL Tires		\$
MOBIL Batteries		\$
Seller's Automotive		\$
Accessories	None	\$

ATTACH RIDERS HERE

	INITIALS	DATE
Recommended by		
Recommended by		
Approved to Form for Law Dept.		
Description Checked		

Products, grades, trademarks and packaging shall be those marketed and used by Seller at times of deliveries for similar dealers in Buyer's area, all as determined by Seller.

2. **Term.** The term of this contract shall be for an original period of year(s) beginning *Initial* and ending *Date* 7/9/79

and for successive similar renewal periods thereafter, provided that it shall terminate at the end of any current period (original or renewal) by notice from either party to the other, given not less than 90 days prior to such termination, and provided further that if the premises are leased or subleased to Buyer by Seller, this contract may be terminated by Buyer at any time on not less than 90 days' notice to Seller. Seller may terminate this contract at any time during the first 12 months of the term on not less than 30 days' notice to Buyer, provided that said 12-month period shall be reduced by the length of time Buyer has operated as a dealer of gasoline supplied directly by Seller at the premises prior to the execution of this contract.

3. **Prices; Terms; Deliveries.** Prices not covered by an attached rider shall be those posted or listed by Seller at time and for place of delivery for that class of customers in which Buyer shall then fall. All prices are subject to change by Seller. Unless otherwise specified prices are prior to taxes, if any. All prices are payable in cash in U.S. dollars at time of delivery except to the extent credit is extended. Cash discounts, if any, are not applicable to taxes, freight or container charges. Deliveries shall be made at the premises and shall be promptly received by Buyer. Quantities shall be computed without temperature adjustment.

4. **Taxes.** The amount of any present or future governmental tax, fee or duty (not included in the price or otherwise paid by Buyer) on or measured by (a) this contract, (b) the products or constituent materials covered hereby or (c) the manufacture, sale, use, transportation or handling of said products or materials, shall be paid by Buyer to Seller.

5. **Credit Customers.** If Buyer participates in Seller's retail credit program, Buyer agrees to strictly comply with Seller's policy for sales by dealers to credit customers as amended by Seller from time to time (currently set forth in Seller's Form CO-66). For all authorized sales made by Buyer in accordance with such policy, Seller shall pay Buyer the face amount of each credit sale ticket (account) assigned to Seller, less such charges as Seller may establish for participation in its retail credit program, provided such assignment is made by delivery of the credit sales ticket (or as Seller may otherwise direct) within the time specified by Seller, and not later than 30 days after such sale. Buyer's failure to comply with Seller's credit policy shall be a default under this contract.

Brand Name, Trademarks, Advertising. Buyer shall use Seller's trademarks and brand names to identify the Seller's products, and shall not use such trademarks and brand names for any other purpose. Buyer shall not mix any products with Seller's products, adulterate them in any way, and shall not use Seller's trademarks or brand names in connection with the storage, handling, dispensing or sale of any adulterated, mixed or substituted products. All advertising, including color schemes, of Seller's products shall be subject to Seller's approval. Any violation of the provisions of this paragraph by Buyer shall give Seller the right to immediately terminate this contract. On any termination of this contract, Buyer shall cause all reference to Seller and all use of Seller's color schemes, trademarks, brand names, slogans and advertising to be discontinued and shall return to Seller all such advertising and promotional material in Buyer's possession. Buyer acknowledges and recognizes that injunctive relief is essential for the adequate remedy of any violation of the provisions of this paragraph by Buyer.

7. **Containers.** All containers on which Seller charges a deposit shall remain Seller's property, shall be used only for the original contents and shall be returned when empty to Seller's shipping point, freight collect, unless Seller maintains in Buyer's area a regular pick-up service, in which event Seller shall collect containers on notice from Buyer. Deposit charges are payable without discount when payments for the contents are due and shall be refunded provided the containers are returned in their delivered condition, less ordinary wear, within 90 days after delivery. If not so returned, Seller may retain the charges in settlement for the containers and expenses.

8. **Claims.** Any claim by Buyer for deficiency in quality or quantity shall be waived unless Seller is given notice and an opportunity to inspect within 5 days after delivery. Any claim by Buyer of any other kind, based on or arising out of this contract or otherwise, shall be waived unless Seller is given notice within 90 days after the event, action or inaction to which such claim relates. Any claim of any kind by Buyer based on or arising out of this contract or otherwise shall be barred, unless asserted by the commencement of an action within 12 months after the event, action or inaction to which such claim relates. In no event shall Seller be liable for prospective profits or special, indirect or consequential damages. The provisions of this section shall survive any termination of this contract, however arising.

9. **Contingencies.** Seller shall not be liable for loss, damage or demurrage due to any delay or failure in performance (a) because of compliance with any order, request or control of any governmental authority or person purporting to act therefor, or (b) when the supply of products or any facility of production, manufacture, storage, transportation, distribution or delivery contemplated by Seller is interrupted, unavailable or inadequate because of wars, hostilities, public disorders, acts of enemies, sabotage, strikes, lockouts, labor or employment difficulties, fires, floods, acts of God, accidents or breakdowns, plant shutdowns for repairs, maintenance or inspection, weather conditions or any cause beyond its control whether or not similar to any of the foregoing. Seller shall not be required to remove any such cause or replace the affected source of supply of facility if it shall involve additional expense or a departure from its normal practices. If for any such cause there is, or Seller believes in its reasonable opinion there may be, such a shortage of supplies that Seller is or may be unable to meet the demands of all of its customers of all kinds, Seller may allocate among such customers its available supplies in such reasonable manner as it may determine. Buyer shall not be liable for failure to receive products if Buyer is prevented from receiving and using them in its customary manner by any cause beyond its control.

10. **Indemnity.** Buyer shall indemnify and hold Seller harmless against all losses and claims (including those of the parties, their agents and employees) for death, personal injury or property damage arising out of (a) the use or condition of the premises (including adjacent sidewalks, drives and curbs) or the equipment and facilities thereon, regardless of any defects therein, (b) Buyer's non-performance of this contract or (c) the storage and handling of products on the premises and against all fees, expenses and costs in connection with any of the foregoing. Seller does not warrant or guarantee any equipment or facilities.

11. **Expenses; Permits.** Except as otherwise provided in this contract, or in any lease between the parties covering the premises, Buyer shall pay all expenses, taxes and fees in connection with the maintenance and operation of the premises and the business conducted thereon, shall obtain all required permits and licenses and shall comply with all applicable governmental laws and regulations.

12. **Termination.** If Buyer has made any false or misleading statement in his Dealer Application Form CO-303, or has failed to make prompt payment of any sums due Seller under this contract or Seller's retail credit program, or if the business conducted by Buyer at the premises results in an excessive number of complaints by customers for unethical or sharp practices and there appears to be, in Seller's reasonable judgment, good cause for such complaints, or if Buyer is otherwise in default hereunder, Seller may on notice to Buyer terminate this contract or may suspend deliveries during default. If any insolvency, bankruptcy or receivership proceedings are instituted by or against Buyer, or if Buyer takes advantage of any law for the benefit of debtors or if any execution or levy shall issue against Buyer or Buyer's effects, or if Buyer dies, or if any disability on the part of Buyer prevents personal supervision by Buyer of the performance of the obligations under this contract, or if any lease or sublease from Seller to Buyer covering the premises is terminated, this contract shall automatically terminate. Any termination shall be without prejudice to Seller's accrued rights. If Buyer is indebted to Seller at time of termination, title to Buyer's unsold products, in good condition, bought from Seller shall, on notice to Buyer, revert in Seller who shall apply the amount charged therefor against such indebtedness.

13. **Notices.** All notices hereunder, except those under Section 7, shall be in writing and shall be delivered personally (to an officer or manager in case of Seller) or sent by registered or certified mail to the address specified above unless changed by notice. Notice by mail shall be deemed given on the date such notice is deposited in the United States mail, postage prepaid and properly addressed.

14. **Miscellaneous.** Any assignment of this contract by Buyer without Seller's written consent shall be void. This instrument, including any documents incorporated herein, contains the entire agreement covering the subject matter, and supercedes any prior supply contract between the parties relating to the premises. Seller's right to require strict performance shall not be affected by any previous waiver or course of dealing.

BUYER: John H. Rydman
John H. Rydman

MOBIL OIL CORPORATION

By: _____

L. E. McCoskey

RIDER TO RETAIL DEALER CONTRACT DATED April 10 19 79

2. Term. The term of this contract shall be for an original period of ONE (1) year(s) beginning April 10, 1979 and ending April 30, 1980

and for successive similar renewal periods thereafter, provided that it shall terminate at the end of any current period (original or renewal) by notice from either party to the other, given (a) if the contract term is for an original term of one (1) year, not less than 90 days prior to such termination; or (b) if the contract term is for an original term of more than one (1) year, not less than 180 days prior to such termination, and provided further that if the premises are leased or subleased to Buyer by Seller this contract, notwithstanding its term, may be terminated by Buyer at any time on not less than 90 days' notice to Seller. Seller may terminate this contract at any time during the first 12 months of the term on not less than 30 days' notice to Buyer, provided that said 12 month period shall be reduced by the length of time Buyer has operated as a dealer of gasoline supplied directly by Seller at the premises prior to the execution of this contract.

DEALER INITIAL _____

MOBIL INITIAL _____