

PWS

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~~(12) First Refusal Option to Lease. If at any time during the term of this lease, lessor shall receive a bona fide offer to lease the demised premises for a term to begin subsequent to the present demised term, and lessor desires to accept such offer, lessor shall immediately submit to lessee a written copy of such offer with a full disclosure of all terms and provisions thereof and lessee shall have thirty (30) days after receipt thereof from lessor in which to elect to lease said premises upon the terms and provisions contained in such offer.~~

(13) Holdover. If, at the expiration or termination of this lease or any extension thereof, lessee shall hold over for any reason, the tenancy of lessee thereafter shall be from month to month only and be subject to all other terms and conditions of this lease, in the absence of a written agreement to the contrary.

(14) Assignment and Sub-Letting. Lessor consents that lessee may assign or sub-let the premises, provided that lessee shall remain liable to lessor for the performance of all the terms hereof.

(15) Notice. Notices from lessee to lessor shall be sufficient if delivered to lessor, or if sent by telegraph, or if placed in the United States mails, postage prepaid, addressed to the lessor at the address shown in the lease. Notices from lessor to lessee shall be sufficient if posted in the United States mails, postage prepaid, addressed to the lessee's place of business as shown in this lease.

(16) Change in Ownership. No change in ownership, assignment of this lease, or assignment of rentals hereunder shall be binding upon lessee unless and until lessee has been furnished either the original instrument evidencing such transfer, or assignment, or a true copy thereof.

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

(18) Entirety of Agreement. No prior stipulation, agreement or understanding, verbal or otherwise, of the parties or their agents shall be valid or enforceable unless embodied in the provisions of this lease.

(19) Approval and Signing by Lessee. This agreement shall not be binding on Texaco Inc. until approved and signed on its behalf by a duly authorized officer or employe. Commencement of performance hereunder prior to such approval and signing shall in no case be construed as a waiver by Texaco Inc. of the foregoing requirement.

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

Mrs. Zula Willis Smith (Seal)
Mrs. Zula Willis Smith (Seal)

Witness: *[Signature]* (Seal)

Witness: *[Signature]* (Seal)
(Lessor)

TEXACO INC. (Lessee)

Attest: *[Signature]*

By: *[Signature]*

Approved as to: Terms *[Signature]* Description *[Signature]* Form *[Signature]*

Lessor's Social Security or Tax Account Identification No. _____

(For Acknowledgments see reverse side)
(Continued on Next Page)