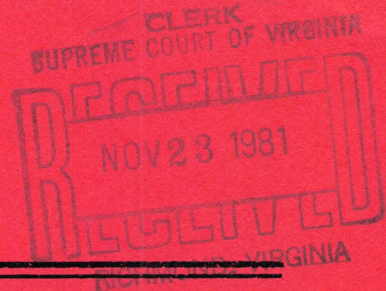


226 Vol 68



IN THE
Supreme Court of Virginia
AT RICHMOND

RECORD NO. 810390

STANLEY'S CAFETERIA, INC.,

Appellant

v.

ALBERT ABRAMSON, GARY ABRAMSON, RONALD ABRAMSON
and JEFFREY ABRAMSON, as co-partners doing business under
the firm of Richmond Grace Street Associates,
a Virginia limited partnership,

Appellees

APPENDIX

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AMENDED MOTION FOR JUDGMENT

The undersigned hereby moves the Circuit Court of the City of Richmond, Division I for judgment against Stanley's Cafeteria, Inc. in the amount of TWENTY-FIVE THOUSAND DOLLARS (\$25,000.00) by reason of the following:

1. By lease dated April 24, 1950, Grace Street Parking, Incorporated, a Virginia corporation, as lessor, leased to Hot Shoppes of Richmond, Inc., a Delaware corporation, as lessee, a portion of a certain building known as the Grace Street Parking Building, situated in the City of Richmond, Virginia and more particularly described on Exhibit "A" attached hereto as a part hereof (the "Premises").

2. The aforesaid lease was amended by lease amendment, dated June 24, 1976, between Southwestern Life Insurance Company, a Texas corporation ("Southwestern"), successor in interest to Grace Street Parking, Incorporated, as lessor, and Marriott Corporation ("Marriott"), successor by merger to Hot Shoppes of Richmond, Inc., as lessee. Under the terms of the aforesaid lease amendment, Southwestern consented to the subletting of the Premises to Stanley's Cafeteria, Inc. ("Stanley's"), defendant herein. The aforesaid lease and lease amendment are attached hereto as Exhibit "B" as a part hereof and are collectively referred to as the "Lease".

3. By sublease dated July 1, 1976 (the "Sublease"), Marriott subleased the Premises to Stanley's, and Stanley's agreed thereunder for the term of the Sublease to be bound by and to assume and be responsible for the prompt and faithful performance, or discharge of, each and every obligation, covenant, and agree-

ment which by the express terms and conditions of the Lease are the responsibility of, or binding upon, the lessee thereunder.

4. On or about the date of execution of the Sublease, Stanley's entered into possession of the Premises and has held the possession ever since.

5. By deed dated September 26, 1978, recorded in the Clerk's office, Circuit Court, City of Richmond, Virginia, Division I, in Deed Book 742, page 1846, Southwestern conveyed the Premises to plaintiffs, together with its interest as lessor in and to the Lease, and plaintiffs at all times thereafter have been owner of the Premises and lessor under the Lease.

6. Under the terms of Article 18 of the Lease, the lessee thereunder agreed to pay for all utility services used or consumed by it promptly as and when bills therefor become due, including (without limitation) all fuel oil used by the lessee in or on the Premises.

7. Plaintiffs have duly submitted to Marriott and Stanley's bills for fuel oil used by Stanley's in connection with the use of the Premises, but both Marriott and Stanley refused to pay the same, in violation of the express covenants of the lessee under Article 18 of the lease to pay all utility services promptly as and when bills therefor become due, including all fuel oil.

8. Plaintiffs have notified both Marriott and Stanley's that Marriott and Stanley's have failed to perform the aforesaid covenant to pay all utility services, including fuel oil.

9. Stanley's has refused to make payments for their proper amounts of fuel oil despite request, both verbal and in writing, by the plaintiffs for them to do so.

10. Plaintiffs have now expended from October 1, 1978 through May 1980 actual costs of approximately \$18,000 for fuel oil used on behalf of Stanley's for which the lease requires the plaintiffs to be reimbursed by Stanley's.

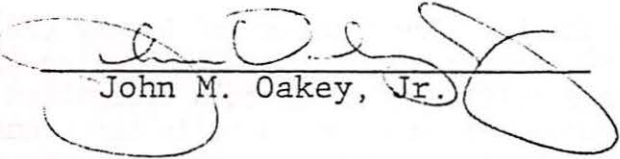
WHEREFORE, the plaintiffs pray for judgment against the defendant in the amount of TWENTY-FIVE THOUSAND DOLLARS (\$25,000.00) plus interest and cost as the Court may deem proper under law.

ALBERT ABRAMSON,
GARY ABRAMSON,
RONALD ABRAMSON, and
JEFFREY ABRAMSON, as copartners
doing business under the firm
name of Richmond Grace St.
Associates, a Virginia limited
partnership

By Counsel

McGUIRE, WOODS & BATTLE
1400 Ross Building
Richmond, Virginia 23219

By


John M. Oakey, Jr.

LEASE

THIS LEASE executed this 21st day of April 1950, by and between GRACE STREET PARKING, INCORPORATED, with principal offices in Richmond, Virginia, hereinafter referred to as Lessor, Party of the First Part, and HOT SHOPS OF RICHMOND, INC., a corporation organized under the laws of the State of Delaware, hereinafter referred to as Lessee, Party of the Second Part, with principal offices in Washington, D. C., and HOT SHOPS, INC., guarantor, as Party of the Third Part.

WITNESSETH:

That for and in consideration of the sum of \$100.00 hereinafter reserved and the covenants hereinafter contained, the parties hereto have mutually agreed and do hereby agree as follows:

1. Lessor hereby leases to the Lessee, for the term hereinafter stated, in the building to be constructed by Lessor fronting on Grace Street and bounded by Sixth Street on the West and Seventh Street on the East, to be known as the Grace Street Parking Building, Richmond, Virginia, premises having a frontage on Grace Street of 72 feet, by a depth of 163 feet, on the first floor of said building, containing 13,075 square feet, with a 12 foot ceiling; the mezzanine space above the first floor, containing 4,005 square feet with an 8 foot 3 inches ceiling; and 2130 square feet, more or less, of service area in the basement, including unloading area rights adjacent to the elevator at the rear of the building on Seventh Street, and the exclusive use of the said elevator. The space hereby devised is more particularly shown as the shaded areas on the floor plans attached hereto as Exhibits A-1, First Floor; A-2 Mezzanine Floor; and A-3, Basement Area, signed by the parties and hereby made a part of this lease.

2. The term of this lease shall be for a period of twenty (20) years, to commence on the first day of January, 1951. Notwithstanding that the commencing date of the term is as specified, the Lessee's obligation to pay rent shall not begin until the restaurant to be operated in the premises by the Lessee is open to the public for business; however, the time for commencing the rent shall not be more than sixty (60) days from the date when the Lessor's architect and a representative of the Lessee shall jointly certify in writing that the premises have been completed and ready for the installation of the Lessee's trade equipment, provided that the Lessee shall not have been prevented from installing its trade equipment due to war or act of God. If Lessor's architect and the representative of Lessee shall be unable to agree that the premises have been completed and are ready for the installation of the Lessee's trade equipment, then any such disagreement shall be resolved by arbitration in the customary manner, the results of such arbitration to be binding upon the parties. Should the date of the certification of the completion of the premises as ready for installation of the Lessee's trade equipment be delayed beyond one year from January 1, 1951, the Lessee may, at its option, cancel this agreement and be relieved of any liability hereunder.

Renewal

3. Lessee has the option to renew this lease for an additional period of ten (10) years, subject to the reservations, conditions and covenants herein set forth; provided, however, that if the Lessee shall elect to renew this lease, it shall give a notice of such election in writing to the Lessor at least twelve (12) months before the expiration of the original term.

Rent

4. (a) Lessee hereby covenants and agrees to pay to the Lessor as the minimum annual rent for said premises during the initial twenty (20) year term, Thirty Thousand Dollars (\$30,000), plus five per cent (5%) of the gross sales in excess of Five Hundred Thousand Dollars (\$500,000); and Twenty-Five Thousand Dollars (\$25,000) minimum annual rent, plus five and one-half per cent (5½%) of the gross sales in excess of \$500,000 during the renewal period, if exercised, said minimum rents to be paid in advance in installments of Two Thousand Three Hundred and Seven Dollars and Sixty-Nine Cents (\$2,307.69) during the initial twenty-year term, and of One Thousand Nine Hundred and Twenty-Three Dollars and Eight Cents (\$1,923.08) during the renewal term, on or before the beginning of each of Lessee's four-week accounting periods, there being thirteen (13) such periods in each calendar year. Within forty-five (45) days following the close of each lease year, the Lessee will furnish to the Lessor a statement of an independent certified accountant setting forth the gross sales for the lease year ended, and any percentage rental due shall accompany such statement.

Taxes

4. (b) It is agreed between the parties hereto that should the assessment on the property of which the space herein leased is a part be increased at any time after the original assessment on the completed building has been made by the City of Richmond, that the per cent that the cubic space occupied by the Lessee bears to the total cubic space within the main walls of the entire building, of such increase in the amount of property taxes shall be added to the minimum rentals provided by this agreement.

Improvements

5. (a) The improvements to be installed in the demised premises by the Lessor at its cost shall be in accordance with plans and specifications to be prepared by Lessor and approved in writing by both parties and shall include, but not by way of limitation, the following:

- (1) Exterior entrance.
- (2) Main service entrance.
- (3) Freight lift, serving basement, first floor and Mezzanine.
- (4) Sewer, electric, plumbing and water main lines, including meters and panel boxes.
- (5) Floor Finishes:
 - (a) Kitchens, Non-slip quarry tile.
 - (b) Dining area, terrazzo.
 - (c) Toilets and powder rooms, ceramic tile.
 - (d) Corridors and service areas, non-slip quarry tile.

(6) Wall Finishes:

- (a) Toilets, ceramic tile, 6 feet high, balance plaster.
- (b) Public lounge and powder rooms, and public lobbies. Ceramic tile four feet high, balance plaster.
- (c) All other walls as shown on plans to be plaster.
- (d) Paint throughout, except where tiled, to consist of one coat sizing and two finish coats lead and oil, colors as selected by Lessee.

(7) Ceiling Finishes:

- (a) Toilets, lounges, powder rooms and hallways to be plaster painted as in (6)(d) above.
- (b) Dining area "Acoustone" or equivalent as selected by Lessee.
- (c) Kitchen areas "Acoustimetal", unless otherwise specified by Lessee, Lessee to pay any difference in cost between "Acoustone" and "Acoustimetal".
- (8) Air conditioning and ventilating duct work. Air conditioning ducts and grills to serve the dining room, public lobbies, main entrance lobby, public and employee powder rooms, and public and employee lounge rooms and manager's office.
- (9) Heating system complete and designed for the use of the space, including heat to main vestibule.
- (10) Electrical system complete to the premises, including standard lighting system with kitchen, toilet and service area fixtures, and designed to provide for a 50% increase in electrical load.
- (11) Plumbing to be complete to the premises and complete with usual standard sanitary fixtures for all toilet rooms, but no other fixtures.
- (12) One-half the cost of the water heating system as hereinafter specified in paragraph 13.
- (13) Conduit for the music and intercommunication systems.
- (14) Stairways as per plans.
- (15) Finish carpentry and millwork as required by the architects for the building.
- (16) Partitions as shown on the Lessor's floor plans to be approved by the parties in writing.

5. (b) The Lessor shall pay the actual cost of the following work and equipment, for the benefit of the Lessee, but in no event shall the Lessor be required to pay for such items an aggregate amount in excess of \$100,000. The bills for the work will be submitted to the Lessor, approved by the Lessee, and Lessor will be responsible for payment of and shall pay promptly such bills up to the above mentioned amount of \$100,000.

EXHIBIT B (continued)

Any excess over this amount will be paid by Lessee. Such work and equipment shall be as shown in plans and specifications to be prepared by Lessor and approved in writing by both parties.

- (1) Glazed structural tile walls in kitchen and utility areas, floor to ceiling, and partitions not included in (a) (16) above.
- (2) Decorative wall covering above ceramic tile in public toilets, lobbies and employee lounge rooms.
- (3) Air conditioning machinery, consisting of compressors, condensers, fans, etc.
- (4) All lighting fixtures except those set out in paragraph 5 (a) (10) above.
- (5) One-half the cost of the water heating system as hereinafter specified in paragraph 10.
- (6) Music and intercommunication wiring and fixtures.
- (7) Finish carpentry other than that furnished by the Lessor.
- (8) Finish painting other than provided in (6) (d) above.
- (9) All decorating of a permanent character.
- (10) Rough-in plumbing from the main lines as furnished by the Lessor, to the Lessee's equipment.
- (11) Rough-in electrical from the main lines as furnished by the Lessor, to the Lessee's equipment.

Items Nos. (1), (3), (5), (10), and (11) above will be constructed and installed by Lessor's contractors and Items Nos. (2), (4), (6), (7), (8) and (9) will be constructed and installed by Lessee or its contractors, provided, however, that in the event the actual cost of the foregoing work and equipment shall exceed \$100,000.00, Lessee reserves the right to change or modify in writing the plans and specifications above mentioned. None of the foregoing improvements shall be trade equipment or trade fixtures, and all of said improvements shall be deemed to be a part of the devised premises owned by Lessor.

5. (c) The Lessee agrees, upon the premises being completed as provided for in paragraph 2 promptly to install its trade equipment in a workmanlike manner, any damage to the building in so doing being repaired by and at its expense.

6. (a) The Lessee shall have the right to operate and maintain throughout the term of this lease, a food service establishment similar to that now operated at Connecticut Avenue and H Street, in Washington, D. C. The Lessee shall have the privilege, however, of deciding whether it will include a Coffee Shop or Pantry House with its main operation. The Lessee will not use or suffer to be used the leased premises for any disorderly or unlawful purpose; nor will Lessee use or suffer to be used the leased premises for any purpose other than those provided for in this paragraph except

with the prior written consent of the Lessor. The Lessee agrees to conduct its business in the demised premises in compliance with all applicable laws and regulations and to provide at its own expense all necessary licenses and permits. The Lessor agrees to sign promptly and without cost to the Lessee any application for licenses and permits for which its signature is required.

6. (b) It is agreed by the Lessor that during the term of this lease and of the renewal terms, if exercised, the Lessor shall have the exclusive right to operate in the Grace Street Parking Building, of which the demised premises are a part, a restaurant, cafeteria, coffee shop, lunch counter, soda fountain, for the retail sale of meals, baked goods, delicatessen items, ice cream, soft drinks, beer and wine or liquor (for consumption on the premises, if lawful permit therefor should be obtainable), candy, gum, cigars, cigarettes, novelties, newspapers, and magazines; provided, that the exclusive rights conferred by this paragraph shall not be deemed to prevent or preclude the operation of a drug store in the Grace Street Parking Building, and any such drug store shall have the right to sell all drugs, food, ice creams, beverages, tobaccos and all other merchandise customarily sold in a modern drug store, except only that no such drug store shall have the right to offer or sell a meal as a unit, for one price. Nothing herein contained shall prevent the operation by Lessor, or by others with the consent of Lessor, of vending machines for soft drinks, cigarettes and other merchandise in the garage portion of the building.

7. The term "gross sales" as used in this lease shall mean the amount received from the sale of all food, beverages and merchandise of every kind sold, and the charges for all services performed (for which charge is made), in, upon, or from any part of the demised premises, and shall include food, beverages and merchandise sold or services performed either for cash or for credit, regardless of collection in the case of the latter; provided, that the term "gross sales" shall not include the sales price of unboxed candy, gum, tobaccos, newspapers and magazines sold at the "Cashier's Stand" as shown and identified on the Lessee's floor plan of the proposed restaurant, copy of said floor plan being attached hereto. Nor shall the term "gross sales" include any revenue derived from the operation of the musical system in the demised premises, sales tax, and meals furnished to employees of the Lessee as an incident of their employment.

8. Lessee will maintain at its principal office in Washington, D. C., proper records of gross sales and will furnish to the Lessor true and accurate statements of such sales in or from the demised premises. The Lessor or its agent accountants shall, at reasonable intervals and during business hours of the Lessee, have the right to examine said records of gross sales for the purpose of verifying the statements of sales submitted by the Lessee to the Lessor. It is agreed that the right of the Lessor to examine the records of "gross sales" shall be limited to a period of thirty (30) days following the receipt by it of each four-week rental payment, and its right to examine the general account records of gross sales shall be limited to a period of 120 days following receipt of the year-end statement of account of annual sales.

It is further agreed that the Lessor shall not be entitled to examine the records of gross sales for any purpose other than those provided for in this lease.

EXHIBIT B (continued)

If the Lessor shall not object in writing to the said statement of independent certified account as provided in paragraph 4 (a) within 120 days after receipt thereof, such statement shall be deemed conclusively approved by the Lessor.

9. The Lessor agrees to repair and maintain the exterior portions of the demised premises, including (without limitation) the roof, exterior walls, window frames, door frames and all other structural parts of the leased premises. The Lessee agrees to repair and maintain the interior of the demised premises (excluding all structural parts) and all fixtures and equipment therein, including (without limitation) interior walls, floors, decorations, air-conditioning equipment for the demised premises, the water-heating plant for said premises, and all pipes, plumbing and electrical fixtures in the demised premises. All repairs, whether by Lessor or by Lessee, shall be made in such a manner as to preserve the leased premises, fixtures and equipment in good order and condition, and in quality and workmanship comparable to the original quality and workmanship, ordinary wear and tear excepted. Lessee agrees to replace all cracked or broken glass in the windows and doors of the demised premises with glass of the same size and quality as that initially installed therein. If Lessee erects any outside signs, these will be erected, maintained and repaired by Lessee. Lessee agrees to allow Lessor and its agents free access to the demised premises during all reasonable hours for the purpose of inspecting and repairing the same; provided that in so doing the Lessor will not unreasonably interfere with the Lessee's business.

10. After completion of the premises by the Lessor and their occupancy by the Lessee and during the term of this lease or of any renewal, the Lessee may at its own expense, make such alterations, repairs or additions to demised premises as it finds desirable and necessary for the purpose of its business; but none such alterations, repairs, or additions shall be made which will affect the structural parts of the building without first obtaining the written approval on each occasion from the Lessor. The cost of any structural changes ordered by Governmental authority after completion of the construction of the premises shall be borne by the Lessor at its cost, unless caused by changes made by the Lessee.

11. The Lessee agrees to operate and maintain the premises in a clean and sanitary condition at all times, and to remove from the premises promptly at Lessee's expense all garbage and trash, it being understood that the Lessee has the right to the use of garbage grinders as approved by the City of Richmond, and to attach the same to the sewer lines of the building. Truck loading facilities will be provided in the basement of the demised premises adjacent to the elevator to facilitate the carrying out of the provisions of this paragraph as shown and approved by the Lessor on the building plan.

12. The Lessee shall not assign this lease or any portion of the term thereof, or sublet the demised premises, or any portion thereof, without the prior written consent of the Lessor, nor shall any subletting or assignment hereby be effected by operation of law or otherwise than by the prior written consent of the Lessor; provided, however, that the Lessee shall have the right to assign its interest hereunder or to sublet said premises to any subsidiary or affiliated company of the Lessee upon the condition that the Lessee hereunder shall secure the necessary authorization from Hot Shoppes, Inc. to permit said business to be operated under the trade name, "Hot Shoppes", and that the Lessee and guarantor

shall remain liable for the full, faithful and complete performance of this lease. The Lessor expressly reserves the right to assign this lease and the rentals due hereunder as security (or as additional security) for any bonds, notes or other obligations of Lessor, whether now or hereafter issued; provided that the Lessor shall remain liable for the full, faithful and complete performance of this lease.

Removal of
Equipment

13. Lessee shall have the right upon the expiration of the original or of any extended term or sooner termination of this lease to remove all of its equipment, furniture, and trade fixtures, irrespective of whether they are annexed or attached to the demised premises, provided, however, that any damage to the demised premises caused by the removal thereof shall be repaired by the Lessee at its expense; and provided further that the Lessee at the time of such removal shall not be in default of any of the covenants or provisions of this lease.

Public
Liability

14. The Lessee agrees to carry public liability insurance in customary form and with limits of \$100,000/\$500,000, indemnifying both the Lessor and the Lessee. The Lessee further agrees to carry Workmen's Compensation Insurance as required by Virginia law, and in addition to carry "Products" Liability Insurance of the kind and with limits customarily carried by restaurants of the size and quality of that to be operated by Lessee, such products insurance to indemnify both Lessor and Lessee. Lessee, upon request from time to time, will furnish Lessor with evidence that all of said insurance is in effect.

Elevator

15. The Lessor agrees that the hydraulic freight elevator from basement to mezzanine shown on the attached plans is for the sole use of the Lessee, and the Lessee agrees to be responsible for the use and operation of the said elevator and to maintain the same in good condition, normal wear and tear excepted.

16. The Lessor shall furnish, at its own expense, adequate space heat as required by the Lessee but in any event not to exceed 75 degrees Fahrenheit during the heating season, it being understood that the time of requiring heat will be determined by the Lessee as dictated by the business interests of the type of business conducted therein.

Utilities

17. The Lessor will install, but the Lessee will operate, service and maintain at its expense, in the Richmond Garage Building a water heating plant for the sole use of the Lessee having capacity to heat 900 gallons of water per hour to 180 degrees F., 5000 foot steam rating, with a storage tank having a capacity of 1200 gallons, with lines brought to the demised premises. The cost of this hot water heating plant is to be paid for as set out above in paragraphs 5 (a) (12) and 5 (b) (5). The main lines from the water heating plant to the demised premises are to be paid for by the Lessor.

18. Except for the space heat to be furnished by Lessor as provided in paragraph 16 above, all utility services used or consumed by Lessee will be paid for by Lessee promptly as and when bills therefor become due, including (without limiting the generality of the foregoing) all fuel oil, gas, electricity, water and telephones used by Lessee in or on the demised premises. All of said utilities used by the Lessee shall be metered to it separately and Lessor shall be under no obligation to pay for any of said utilities.

sidewalks 19. Lessee agrees to keep the sidewalks fronting on the demised premises clean and to remove all snow and ice therefrom and to comply with all laws, regulations, and ordinances of the public authorities with respect to the use of sidewalks by Lessee. Lessee shall indemnify and save harmless the Lessor from all losses, damages or claims arising out of the Lessee's failure in this regard.

partner-ship 20. Notwithstanding the agreement herein contained for the payment of rent upon a percentage of gross sales as above provided, it is expressly understood that the Lessor shall not be construed or held to be a partner or associate of the Lessee in the conduct of its business, it being expressly understood and agreed that the relationship between the parties hereto is and shall at all times remain that of Landlord and Tenant.

lices 21. All notices required under this lease shall be deemed to be properly served if sent by Registered mail to President, Grace Street Parking, Incorporated, Sixth and Grace Streets, Richmond, Virginia, and to the Lessee at 1234 Upshur Street, N. W., Washington 11, D. C., or such other place or places as the respective parties hereto may hereinafter specify in writing. The date of service of such notice shall be the date such notice is deposited in a Post Office of the United States Post Office Department.

fault 22. It is agreed that if the Lessee shall fail to pay the rent herein reserved within ten (10) days after receiving written notice that the same is overdue, or if the Lessee shall fail to keep and perform any or all of the covenants and agreements on its part to be kept and performed hereunder within thirty (30) days after receipt of written notice from Lessor to Lessee specifying the nature or extent of the default, or breach of covenants, then and thereupon Lessor at its option shall have the absolute right at any time prior to the curing and correction of such default or breach of covenant to declare by written notice to Lessee that this lease is terminated, and thereupon Lessor shall have and may assert all rights and remedies provided by law, including (without limitation) those available for the collection of arrears of rent, eviction and damages for breach of this lease and the covenants hereof.

Insolvency 23. Should the Lessee become insolvent, or make an assignment for the benefit of its creditors, or should a receiver be appointed for it and said appointment be not vacated within 30 days from the date thereof, or should a voluntary petition in bankruptcy be filed against it and Lessee adjudicated a bankrupt, then and thereupon Lessor at its option shall have the absolute right, exercisable by written notice to the Lessee, to terminate this lease, and upon any such termination, Lessor shall have all the rights and remedies hereinabove provided in paragraph 22. In the event of the insolvency, receivership or bankruptcy of Lessee, this lease shall not by operation of law, or otherwise, be considered as or become a part of Lessee's insolvent or bankruptcy estate.

Insurance 24. The Lessor, at its own expense, shall carry and maintain fire insurance with extended coverage on Grace Street Parking Building and the demised premises in an amount commensurate with the insurable value thereof, and (subject to the provisions of paragraph 25 hereof) the proceeds of said insurance shall be used for the restoration of said building and the demised premises, or any part thereof, in the event of any damage or destruction thereof. Lessee, at its

EXHIBIT 1 (continued)

own expense, shall carry fire insurance with extended coverage on its fixtures, equipment and furnishings in the demised premises in an amount commensurate with the insurable value thereof and (subject to the provisions of paragraph 25 hereof) the proceeds of said insurance shall be used for the restoration of said fixtures, equipment and furnishings in the event of damage or destruction thereof.

25. If the building, of which the demised premises forms a part, shall be partially damaged by fire or other cause and if the Lessee can reasonably continue to carry on its business in its customary manner, the damage shall be promptly repaired by and at the expense of Lessor, and there shall be no abatement in rent. If, as a result of any said fire or other cause, partial use of the demised premises is denied to the Lessee, the rent shall abate in proportion to the extent to which Lessee cannot continue to carry on its business in its customary manner. If the demised premises are damaged or destroyed by fire or other cause, in whole or in part, so that the Lessee cannot reasonably carry on its business in its customary manner, the rent herein reserved shall thereupon abate until restoration of the premises by the Lessor, but in the event (in the opinion of an independent architect chosen by the parties) it will require more than twelve (12) months from the date of said fire or casualty to accomplish the restoration of the demised premises, the Lessee shall have the right at its option to terminate and cancel this lease by serving written notice to that effect upon the Lessor within thirty (30) days from the date of said fire or casualty, whereupon this lease shall terminate. In the event the Lessee shall not elect to cancel this lease as herein provided, the Lessor shall use all due diligence to restore the premises to their former condition, provided that in the event of the total or substantially total destruction of the Grace Street Parking Building, including the demised premises, by fire or any other cause, the Lessor shall have the right to elect not to rebuild the same, and thereupon this lease shall terminate and the rent reserved herein shall be paid up to the time of such destruction.

26. If the demised premises should be condemned or taken for public use, by right of eminent domain or otherwise, then and thereupon this lease shall terminate and the rent shall be paid up to the time of such taking.

27. Lessee is permitted to install such signs to the exterior of the demised premises as it shall require and which will comply with applicable regulations of the City of Richmond, Virginia, and as approved by the Lessor, such approval not to be unreasonably withheld.

28. The Lessor shall not be liable to the Lessee, its customers, employees, or to any other person, to any extent or at any time, on account of (i) any latent defect in the demised premises or in any machinery, equipment or fixtures therein; (ii) any failure of public water supply, electric current, gas, telephone or other utility; (iii) any Act of God, strike, riot, Act of war, or other cause beyond its reasonable control; or (iv) any injury or damage caused by or resulting from any leakage, vapor, rain, snow or ice, running or overflow of water or sewerage, or caused by or resulting from any action of the elements, or caused by or resulting from any other cause whatsoever, except and only to the extent that any such injury or damage is the direct result of negligence by the Lessor.

29. The Lessee agrees to surrender the premises at the expiration of the original or any extended term or upon sooner termination thereof, in good condition and repair, ordinary wear and tear and damage by fire, water, elements and acts of God excepted.

30. Lessor hereby covenants that it has full authority to execute this lease and that it is the sole owner of the premises, and further agrees that Lessee, upon paying the rent herein reserved and performing the covenants of the Lease, shall and may quietly hold and enjoy the devised premises during the term hereof or of any extension.

31. It is understood and agreed that no waiver or any breach of any covenants, condition or agreement herein shall operate as a waiver of a covenant, condition or agreement itself, or of any subsequent breach thereof.

32. This agreement shall be binding upon and shall inure to the benefit of the parties hereto and to their respective successors and assigns.

33. Hot Shoppes, Inc., a Delaware Corporation, with principal offices at 1234 Upshur Street, N. W., Washington 11, D. C., as Third Party hereto, and as an inducement to Lessor to make this lease, hereby guarantees the full performance of this lease and the payment of the rental by the Lessee hereunder for a period of ten years from the date on which the first installment of rent as hereinabove provided in paragraph 2 shall become due; and nothing hereinabove contained in paragraphs 22 and 23 shall in any wise affect or modify the guarantor's liability hereunder for said ten year period.

IN WITNESS WHEREOF, the parties hereto have hereunto caused these presents to be signed by their duly authorized officers, and their seals to be affixed, duly attested, the day and year first above written.

GRACE STREET PARKING, INCORPORATED

Lessor

by Edwin Hyde

President

ATTEST:

W. P. Taliaferro Jr.

Secretary

(Corporate Seal Affixed)

HOT SHOPPES OF RICHMOND, INC., Lessee

by Harold A. Candland

President

ATTEST:

M. A. Barlow

Secretary

(Corporate Seal Affixed)

HOT SHOPPES, INC., Guarantor

ATTEST:

by J. Willard Marriott

President

M. A. Barlow

Secretary

(Corporate Seal Attached)

STATE OF VIRGINIA,

CITY OF RICHMOND, To-wit:

I, F. W. Sydnor, a Notary Public for the City aforesaid, in the State of Virginia, do hereby certify that Edwin Hyde and W. P. Taliaferro Jr. whose names as President and Secretary respectively of Grace Street Parking Incorporated, Lessor, are signed to the foregoing writing bearing date the 24th day of April, 1950, have this day acknowledged the same before me in my City aforesaid.

My commission expires the 28th day of December, 1952.

Given under my hand and notarial seal this 24th day of April, 1950.

F. W. Sydnor
Notary Public

Notary Seal Affixed.

WASHINGTON, D. C. To Wit:

I, John K. Hedler, a Notary Public for the City aforesaid in the District of Columbia, do hereby certify that Harold A. Candland, and M. A. Barlow, whose names as President and Secretary respectively of Hot Shoppes, of Richmond, Inc., Lessee, are signed to the foregoing writing bearing date the 24th day of April, 1950, have this day acknowledged the same before me in my City aforesaid.

My commission expires the 2nd day of Sept. 1951.

Given under my hand and notarial seal this 10th day of May, 1950.

John K. Hedler
Notary Public

Notary Seal Affixed.

WASHINGTON, D. C. To-Wit:

I, John K. Hedler, a Notary Public for the City aforesaid, in the District of Columbia, do hereby certify that J. Willard Marriott and M. A. Barlow, whose names as President and Secretary respectively of Hot Shoppes, Inc., Guarantor, are signed to the foregoing writing bearing date the 24th day of April 1950, have this day acknowledged the same before me in my City aforesaid.

My commission expires the 2nd day of Sept. 1951.

Given under my hand and notarial seal this 10th day of May, 1950.

John K. Hedler
Notary Public

Notary Seal Affixed

LEASE AMENDMENT

These Amendments made and entered into as of the 24th day of June, 1976, by and between Southwestern Life Insurance Company (successor in interest to Grace Street Parking, Incorporated), a Texas corporation whose address is P. O. Box 2699, Dallas, Texas, 75221, as Lessor ("Lessor"), and Hot Shoppes of Richmond, Inc., a Delaware corporation whose address is 5161 River Road, Washington, D. C., 20016, as Lessee ("Lessee").

W I T N E S S E T H:

WHEREAS, by a lease dated April 24, 1950 (said lease as subsequently amended hereinafter called the "Lease"), Grace Street Parking, Incorporated leased to Lessee space in Richmond, Virginia, which has subsequently been improved by the construction thereon of a Hot Shoppes Restaurant and which space is hereinafter designated the "Leased Premises" and is more fully described in the Lease; and

WHEREAS, by Deed of Sale dated December 30, 1971, Grace Street Parking, Incorporated transferred, assigned and sold all of its assets, including all of its rights, title and interest to the Lease to Lessor; and

WHEREAS, the Lease currently makes Lessor's prior written consent a condition precedent to any assignment or sublease of the Leased Premises by Lessee; and

WHEREAS, Lessee now desires to sublease the Leased Premises to Stanley's Cafeteria, Inc. and hereby requests Lessor's consent to such subletting; and

WHEREAS, Lessee now desires to obtain the right under the Lease to make future assignments and subleases of the Leased Premises to reputable cafeteria operations without Lessor's prior written consent; and

WHEREAS, the Lease currently grants Lessee the option to renew and extend the Lease for a ten (10) year period from January 1, 1986, to December 31, 1995; and

WHEREAS, Lessor and Lessee now desire that the aforementioned ten (10) year renewal option be deleted from the Lease; and

WHEREAS, the Lease currently provides for Lessee to pay Lessor five and one-half per cent (5 1/2%) of the gross sales in excess of Five Hundred Thousand and NO/100 Dollars (\$500,000.00) as additional rental over and above the minimum annual rental as specified in the Lease; and

WHEREAS, due to increased costs, Lessor and Lessee now desire to amend the Lease to raise the aforementioned five and one-half per cent (5 1/2%) of gross sales in excess of Five Hundred Thousand and NO/100 Dollars (\$500,000.00) to six per cent (6%) of gross sales in excess of Five Hundred Thousand and NO/100 Dollars (\$500,000.00) as additional rental over and above the minimum annual rentals described in the Lease.

NOW, THEREFORE, in consideration of Ten and NO/100 Dollars (\$10.00) and other valuable consideration, the receipt and sufficiency of which is hereby acknowledged, the parties hereto mutually covenant and agree that the Lease is amended as follows (said amendments to become effective as of the aforementioned date of this instrument):

1. The first sentence in paragraph 12., captioned Subletting, of the Lease which makes the prior written consent of Lessor a condition precedent to Lessee's assigning or subletting the Leased Premises is hereby deleted from the Lease and the following is substituted therefor:

"12." The Lessor hereby consents to Lessee's subletting the Leased Premises to Stanley's Cafeteria, Inc. (but Lessor does

not recognize, acknowledge or approve any specific covenants, terms or conditions of said sublease) and, further, after June 25, 1976, Lessee shall have the right to assign this Lease or any portion of the term thereof, or sublet the Leased Premises (said assignment or sublease not to extend beyond December 31, 1985) to a reputable cafeteria operation without the prior written consent of Lessor. It is understood that the terms and conditions of any assignment or sublease made by Lessee shall not be recognized, acknowledged or approved by Lessor and, further, that notwithstanding any such assignment or sublease, Lessee shall remain primarily liable for the full, faithful and complete performance of this Lease (including payment of all rentals) and Lessor shall look solely to Lessee for such performance."

Any and all other reference in the Lease to Lessee's right to assign or sublease (including paragraph 12.(a) concerning subleasing during option periods) are hereby deleted in their entirety from the Lease.

2. Paragraph 2. of the Lease, captioned Term, shall be and is hereby deleted in its entirety and the following paragraph is substituted therefor:

Term "The term of this Lease shall be for a period of thirty-five (35) years, to commence on January 1, 1951, and end on December 31, 1985. This Lease shall terminate on December 31, 1985, and Lessee shall not have any renewal options."

3. Paragraph 3. of the Lease, captioned Renewal, shall be and is hereby deleted in its entirety from the Lease.

Any and all other references in the Lease to renewal or extension periods

are hereby deleted in their entirety from the Lease.

4. Paragraph 4(a), captioned Rent, is hereby deleted in its entirety and the following paragraph substituted therefor:

Rent "4.(a) Lessee hereby covenants and agrees to pay to the Lessor as the minimum annual rent for said premises during the initial twenty (20) year term, Thirty Thousand Dollars (\$30,000), plus five per cent (5%) of the gross sales in excess of Five Hundred Thousand Dollars (\$500,000); and, Twenty-Five Thousand Dollars (\$25,000) minimum annual rent, plus five and one-half per cent (5 1/2%) of the gross sales in excess of \$500,000 through December 31, 1976; and Twenty-Five Thousand Dollars (\$25,000) minimum annual rent, plus six per cent (6%) of the gross sales in excess of \$500,000 from January 1, 1977 through December 31, 1985 when this Lease shall terminate; said minimum rents to be paid in advance in installments of Two Thousand Three Hundred and Seven Dollars and 69/100 (\$2,307.69) during the initial twenty-year term, and of One Thousand Nine Hundred and Twenty-three Dollars and 08/100 (\$1,923.08) through December 31, 1985, on or before the beginning of each of Lessee's four-week accounting periods, there being thirteen (13) such periods in each calendar year. Within forty-five (45) days following the close of each lease year, the Lessee will furnish to the Lessor a statement of an independent certified accountant setting forth the gross sales for the lease year ended, and any percentage rental due shall accompany such statement".

5. The following sentence shall be added as the last sentence of Paragraph 7. of the Lease, captioned "Gross Sales Defined": "The term "Gross Sales" as defined in this paragraph shall be applicable regardless of who is occupying the Leased Premises (including Lessee or any subleasee or assignee of Lessee).

In all other respects the Lease is ratified and confirmed.

MARRIOTT CORPORATION, (successor by merger to It is expressly agreed by/Hot Shoppes of Richmond, Inc.) that the execution of this Lease Amendment by Southwestern Life Insurance Company does not constitute a waiver of any past or future defaults under the Lease.

IN WITNESS WHEREOF, the parties hereto have caused this Lease Amendment to be signed by their duly authorized officer, attested by their respective secretaries and their corporate seals affixed hereto, all done as of the dates written below.

ATTEST: LESSOR: DATE:

SOUTHWESTERN LIFE INSURANCE CO.

BY: [Signature]
Vice President

June 24, 1976

ATTEST:

LESSEE: MARRIOTT CORPORATION
Successor by merger to
HOT SHOPPES OF RICHMOND, INC.

DATE:

Asst. Secretary

BY: [Signature]
Vice President

June 29, 1976

STATE OF TEXAS

COUNTY OF DALLAS

BEFORE ME, Mildred Ragsdale, on this day personally appeared

Edward B. Kelley, known to me (or proved to me on the oath of

_____) to be the person whose name is subscribed to the foregoing instrument and known to me to be the Vice President of Southwestern Life Insurance Company, a corporation, and acknowledged to me that he executed said instrument for the purposes and consideration therein expressed, and as the act of said corporation.

GIVEN UNDER MY HAND and seal of office this 24 day of June, 1976.

(Seal)

Mildred Ragsdale

MILDRED RAGSDALE

NOTARY PUBLIC, DALLAS COUNTY, TEXAS

Notary Public in and for Dallas County, Texas

My commission expires:

June 1, 1977

STATE OF MARYLAND

COUNTY OF MONTGOMERY

I hereby certify that on this 29th day of June, 1976, before the

subscriber, Richard W. P. [Signature], personally appeared [Signature]

MARRIOTT CORPORATION, successor by merger to

President of MOT SHOPPES OF RICHMOND, INC., and on behalf of the said corporation

MARRIOTT CORPORATION, successor by merger to

did acknowledge the foregoing instrument to be the act and deed of MOT SHOPPES

OF RICHMOND, INC.

(Seal)

[Signature]
Notary Public

My commission expires: _____

Virginia:

In the Circuit Court of the City of Richmond, Division 1,

THE 9th DAY OF December 19 80

ALBERT ABRAMSON, et al,

Plaintiffs,

vs.

LC 575

STANLEY'S CAFETERIA, INC.;

Defendant,

v.

EDWARD TULLAR,
(Richmond Grace Street Asso.)

Third Party Defendant.

JUDGMENT ORDER

On July 31, 1980, came the parties, by counsel, for trial on the merits by the court without a jury; and upon the issues drawn by the respective pleadings other than Counts II and III of the Counterclaim which were severed by agreement of the parties to be heard at a later date, and upon hearing all the evidence ore tenus including the introduction into evidence of certain exhibits, interrogatories, and admissions; and

The court having received legal memorandum from both parties and having heard and considered such memorandum and counsel's oral argument incident thereto, the court, deeming proper so to do does order that the plaintiffs' recover of the defendant, on plaintiffs' motion for judgment as amended, the sum of Eight Thousand Nine Hundred Thirty-One and 86/100 dollars (\$8,931.86) for fuel expenses incurred through May 31, 1980, to which judgment and order the defendant objects.

It is further ordered that on Count I of the Counterclaim

that the plaintiff shall forthwith take such action at its expense to restore the airconditioning equipment providing service and cooling to the defendant's leased premise to a condition consistent with the original service provided by such equipment when it was in proper operating condition by replacement with new equipment or major overhaul of the old equipment so that it will be in reasonable operating condition similar to what it was on July 1, 1976, and with equal or equivalent operating efficiency, the court being of the opinion that the present system has served its useful life and cannot further be economically repaired by the tenant, to which the plaintiff objects.

Upon the court being hereby advised that defendant herein notes his appeal to the judgment rendered as to the granting of plaintiff's Amended Motion for fuel expenses, and incident to its request pursuant to Supreme Court Rule 5:8 and 5:9, and upon being further advised that the transcript of the trial and proceedings has been ordered and is being prepared.

It is further ordered and directed that all incidents of the trial including pleadings, exhibits, admissions, etc., along with the transcript of the said trial and hearing of July 31, 1980, are hereby made a part of the record on appeal from this court.

The clerk is directed to mail certified copies of this order to all counsel of record.

*Enter: 12-9-80
Marvin F. Loh*

ASSIGNMENT OF ERROR

THAT AN UNINTERRUPTED COURSE OF CONDUCT BETWEEN A LESSOR AND LESSEE, AND THEIR ASSIGNS, DURING A CONTINUOUS PERIOD OF EIGHTEEN (18) YEARS FOR THE PAYMENT OF FUEL OIL CONDENSATE AT A FIXED MONTHLY RATE, WAS AND IS SUFFICIENT TO MODIFY A PRIOR INCONSISTENT LEASE PROVISION, AND IS THEREFORE BINDING UPON A PURCHASER/LANDLORD WITH NOTICE.

ASSIGNMENT OF CROSS ERROR

THE COURT ERRED IN REQUIRING THE DEFENDANT
TO TAKE ACTION TO RESTORE THE AIR CONDITION-
ING EQUIPMENT TO A CONDITION CONSISTENT WITH
THE ORIGINAL SERVICE PROVIDED DEFENDANT
UNDER THE PROVISION OF THE LEASE.

EDWARD TULLAR was sworn and testified in
behalf of the plaintiffs as follows:

DIRECT EXAMINATION

BY MR. OAKLEY:

Q Would you please state your name?

A Edward Tullar.

Q What is your occupation?

A Director of property management.

Q How are you connected with the plaintiff in
this lawsuit?

A I am an employee of Tower Construction.

THE COURT: Mr. Oakley, is he going to be
looking at a lot of papers?

MR. OAKLEY: No, just one. I think I will
hand him that.

BY MR. OAKLEY:

Q What are your duties with the plaintiff as
far as this building is concerned?

A To oversee the operation of this building, the
scheduling of these various duties to operate the building,
overseeing the cash flow, the projection on the building.

Q All right.

A Hiring and firing of personnel, and so forth.

Q Do you have a local employee that overlooks

1 the building here in Richmond?

2 A Yes, sir.

3 Q And who is that?

4 A Engineer Earl Dowdy.

5 Q What is his duty with the building?

6 A He is the building engineer, overseeing the
7 mechanical operation and overseeing the contracts that we
8 might have on the building.

9 Q Does he have any authority to contract on
10 behalf of the partnership?

11 A No.

12 Q Does he have any authority to determine what
13 payments are due to the plaintiffs?

14 A No, he wouldn't know.

15 Q All right. What does he do in regard to
16 determining what fuel payments would be made by a tenant,
17 or Stanley's, in particular?

18 A He orders the fuel oil. He monitors the
19 condensate meters, monitors the oil that is being used in
20 the building.

21 Q Okay. Now, did you take part in assisting the
22 plaintiffs in the purchase of this building?

23 A Yes, sir.

24 Q Did you review the documents?

A Yes, sir.

Q And were you aware of what contracts there were pertaining to the payment of fuel oil or condensate for heat other than space heat by Stanley's?

A I knew that Stanley's paid an oil charge in each month, which I did not accept in my evaluation.

Q Why?

A It was not part of the lease. The lease mainly stated the responsibility of the tenant as well as the lessor.

Q Were there any agreements changing the payments provided in the lease for fuel oil?

A No.

~~MR. SAGER: Excuse me, Your Honor. I assume that he didn't make any agreements.~~

~~MR. OAKLEY: Or is not aware of any.~~

~~MR. SAGER: Not speaking about any before he bought the building.~~

~~BY MR. OAKLEY:~~

Q Once you took over the building, how did you charge for cost of the fuel oil?

A I computed the fuel oil in accordance with the formula as given by the building engineer and submitted same by certified mail immediately to the parent, lessor/lessee

of Marriott Corporation.

Q What response did you receive from Stanley's?

A Nothing. They continued to pay the former amount.

Q Okay. Was that the correct amount?

A No.

MR. SAGER: Objection, Your Honor. That calls for a legal conclusion.

MR. OAKLEY: He can say, and he can say it is not.

THE COURT: Well, it is not the correct amount in accordance with his billing.

MR. OAKLEY: That's right.

BY MR. OAKLEY:

Q Now, did he continue to pay that amount?

A Yes.

Q Did you accept that amount in payment of the bill?

A No.

Q What action did you take?

A I held these checks for several months until litigation was actually started, at which time I was informed to go ahead and make the deposit.

Q Okay. Now, at that time, had a suit been filed?

A When I finally deposited them.

Q Okay. Do you have a record of the payments made by the defendant, by Stanley's?

A Yes, sir.

Q And do you have a record of the fuel oil costs that were paid by you during the period of time since you have owned the building, a per-gallon cost?

A Yes, sir.

Q Is that in that file that is sitting beside you?

A Yes, sir.

MR. OAKEY: Okay. Judge, I would like to make that an Exhibit.

THE COURT: Okay. You have seen that, Mr. Sager:

MR. SAGER: I am not sure, exactly.

THE COURT: Show it to Mr. Sager.

MR. OAKEY: These show, to back up Cooper, they show the exact cost of fuel oil for each time, each time they bought it. These show exact payments that you made.

MR. SAGER: He is talking about how much he paid for fuel oil in the 10,000 gallon tank.

MR. OAKEY: Yes, for all the fuel oil.

Mr. Oakey, I am going to take them out and staple them together. And the purpose of this is to show the cost of fuel oil purchased from Southern Fuel Oils, Incorporated.

MR. OAKEY: Exactly.

THE COURT: I am going to introduce that as Plaintiffs' Exhibit No. 6.

(A collection of documents showing the cost of fuel oil purchased from Southern Fuel Oils, Incorporated, was marked PLAINTIFFS' EXHIBIT NO. 6 and received in evidence.)

THE COURT: And I am going to give you your folder back for you to use another day.

BY MR. OAKEY:

Q Mr. Tullar, have you taken steps to determine the actual cost of the steam condensate provided to Stanley's?

A Yes, sir.

Q What did you do?

A When our figures were questioned, we, in turn, engaged the services of a professional engineer, who evaluated and verified that the meters are correct.

Q And who is that professional engineer?

A Mr. Cooper.

Q Okay. Has Stanley's ever paid the amounts
that you contend are proper?

A No.

Q He has continued to pay this \$215.00 a month?

A Yes.

Q Have you ever made any charge to Stanley's
for space heat?

A No.

MR. OAKLEY: Judge, my case involves only the
cost of the fuel oil, and I do not intend to question
Mr. Tullar on the tower. That is their case, and I
will put him back on, if they put certain evidence
on. That is all I have.

THE COURT: All right. Mr. Sager?

MR. SAGER: May I have just a moment, Your
Honor?

THE COURT: All right.

MR. SAGER: Your Honor, there are two envelopes
of records. I wonder if it would be more convenient
if we spread them out somewhere.

THE COURT: Here you are.

MR. OAKLEY: Judge, I hate to say this, but I
didn't come up here to wait for Mr. Sager to prepare
his case. I would like for him to go ahead with it,

if possible.

THE COURT: I think he can look through those,
and get out the documents. There is a lot of them
there. Are you ready, now, Mr. Sager?

MR. SAGER: Yes, sir, Your Honor.

THE COURT: All right, go ahead.

CROSS EXAMINATION

BY MR. SAGER:

Q Mr. Tullar, you have been with the plaintiffs
for fifteen years, is that correct, or in excess of fifteen
years?

A Yes, sir.

Q And what position do you occupy with Richmond
Grace Street Associates?

A We are managing Tower Construction Company as
the managing agent for Richmond Main Street--Richmond Grace
Street Associates.

Q Who do you work for?

A Tower Construction Company at times, and I
work at various properties at times.

Q Who pays you?

A Tower Construction Company.

Q That is a partnership; is it not?

A Yes, sir.

Q So you are here today as a paid agent employee
of Tower Construction Company?

A Yes, sir.

Q And that is a partnership where, in Washington
or Maryland?

A Washington.

Q And they have no papers filed in Richmond; do
they?

A Yes, sir.

Q Do they? I am talking about Tower, now, not
Richmond Grace Street.

A Yes, sir.

Q I am speaking in terms of partnership
certificates.

A Yes, sir.

Q Do you know where it is filed?

A Pardon?

Q Do you know where it is filed?

A No, I will have to refer you to Mr. Oakey.

MR. OAKEY: You came up here on this motion
before, and we have produced it.

MR. SAGER: No, Richmond Grace, we have got
them--

MR. OAKEY: They have both filed, if you looked.

MR. SAGER: All right.

THE COURT: What is the relevancy of that,
anyway?

MR. SASGER: Well, Judge, there is some question.
Richmond Grace Street is the plaintiff in this case,
but everything has been done on Tower stationery and
bill heads.

THE COURT: But that is really not an issue
here; is it? It is not made one by the pleadings,
and the evidence is that he is just the managing
agent for Tower managing the property for the owners.

BY MR. SAGER:

Q What is the position you occupy with Richmond
Grace Street?

A As property analyst, analysing the property.

Q Mr. Tullar, are you director of property
management?

A Yes.

Q Okay. That is your title; isn't it?

A Yes.

Q And you report directly to Mr. Albert Abramson,
who is the senior partner?

A Yes, sir.

Q Is that correct?

A Yes.

Q Other than the partners themselves, there is no one higher in the company than you; is there?

A No, sir.

Q Now, with respect to your responsibilities, you participate in negotiating leases and purchases and sales; is that correct?

A Yes, sir.

Q And that has been part of your responsibility for the past fifteen years?

A Twenty.

Q All right. And you have an educational level higher than high school, I understand?

A Yes, sir.

Q Now, with respect to the property in question, we are talking about a large unit between Sixth and Seventh Street on Grace Street that was purchased by the Abramsons; is that correct?

A Yes, sir.

Q Now, prior to the time that that unit was purchased, you personally, for a period of up to six months prior to the purchase, reviewed various documents and leases that were on file, both at Thalhimer's as well as those that Mr. Dowdy had; isn't that correct?

A Yes, sir.

Q And, as I understand your testimony today, you said that prior to the purchase, or prior to the closing, you knew that Stanley's and the lessee before, which was Marriott, had paid for condensate at a figure of .00085 cents per pound; isn't that correct?

A Yes, some kind of figure.

Q And you knew from your investigation that that practice had been going on for at least ten years on a continuing basis up to the time your group purchased the property?

A Yes.

Q Is that correct?

A Yes.

Q And, in fact, you read correspondence that showed back in 1960 that Hot Shoppes was to remove certain of their equipment and, at that point, to tap onto and have meters placed for reading condensate?

A I may have.

Q Well--

MR. OAKLEY: Judge, on these documents, I don't have--I mean, if he has seen them, he can identify them as seeing them. But, as far as what they state in there, and the truth of it, I object to it unless

1 he has someone here to testify that, "I wrote this,
2 and this is the letter I sent."

3 THE COURT: Well, I think he is cross examining
the witness.

MR. OAKLEY: My only point--

THE COURT: I think he can ask him with the
document or without the document; and, on re-direct,
you can come back and ask him.

MR. OAKLEY: My only question is whether he
intends to introduce them as exhibits. He can ask
them about the documents. I have no objection to
that.

THE COURT: Well, we will find out shortly
whether he intends to introduce them.

MR. OAKLEY: I guess we will.

BY MR. SAGER:

Q Do you remember this document that I am showing
you?

A Yes, sir, I have seen it.

Q And that was part of the files that you
researched prior to closing?

A Yes, sir; I have seen this. I didn't pay any
attention to it.

Q Well, I am curious. You have said you saw it.

Did you read it?

A Yes, sir.

Q So, after you read it, then I take it you are testifying you didn't pay any attention to it?

A It was my ability, and a contract, which I am referring to as a lease.

Q That document is dated sometime in 1960; is that correct?

A Right, sir, May 6.

Q And that was part of either Thalhimer's files or Earl Dowdy's files, or both; isn't that correct?

A I would say Thalhimer's or Southwestern's.

Q And that document clearly shows that an arrangement was made in 1960 where Marriott took out certain equipment, and the condensate meters were put in; does it not?

A I think so.

Q And, on the second page, or the second letter that is stapled to that, or on one of those pages, it also clearly shows the cost factor which was 8-1/2 cents. And you can correct me, because I think you are more of an expert in the field--8-1/2 cents per thousand pounds.

A Yes, sir.

Q You did actually inquire as to what had happened since that time, did you not, prior to closing,

1 as to that type of billing?

2 A Since date of closing?

3 Q Prior to the date of closing, since the time
4 you saw that, subsequent to that, and prior to the date of
5 closing, or at closing.

6 A Yes, I raised that question at closing, still
7 haven't got the answer.

8 Q You had access to the billings that had been
9 sent out for the past ten years; isn't that correct?

10 A Yes, sir.

11 Q And is it not true that each and every one of
12 those billings was at .00085 cents?

13 A Yes, sir.

14 Q Per thousand pounds?

15 A That was contrary to the lease.

16 Q Oh, it was?

17 A Yes, sir.

18 Q So you admit, then, that you knew that there
19 was a practice and documents with respect to that practice
20 that you construed as being contrary to a term in the lease?

21 A Yes, sir.

22 Q Did Stanley's Cafeteria ever consent to your
23 changing this provision that you say is contrary to a
24 provision in the original lease?

1 A I didn't change it, sir, it is plainly
2 stated.

3 Q When you took over, did you not seek to
4 raise the cost of the fuel oil factor times the poundage
5 of condensate being used?

A Yes, sir.

Q Did Stanley's ever agree to that increase?

A No, sir.

MR. SAGER: Your Honor, there is an exhibit--
I don't know how the Court wishes to treat it--
marked DEFENDANT'S EXHIBIT NO. 6 attached to the
deposition of Mr. Tullar, which I want to show him,
or introduce it, whatever the practice of the Court
is. I have another copy.

MR. OAKLEY: What is it?

THE COURT: Just proceed on. I don't pay any
attention to deposition exhibits.

MR. OAKLEY: Can I see what you are showing
him?

THE COURT: Mr. Sager, do you anticipate
introducing these three letters?

MR. SAGER: Yes, sir.

THE COURT: This seems to be an appropriate
point to do it, now that we are getting on to

something else. Any objection to the introduction of these three letters?

MR. OAKLEY: Yes, sir, Judge. I object to them being shown for the truth of them. I don't object to them being introduced for Mr. Tullar having said he saw them.

THE COURT: I am going to introduce these as Defendants' Exhibit No. 1.

(A collection of three letters previously marked Tullar Deposition Exhibit No. 6 was marked DEFENDANTS' EXHIBIT NO. 1 and received in evidence.)

THE COURT: All right, Mr. Sager, go ahead.

BY MR. SAGER:

Q In addition to those documents, I believe you also saw that one; did you not?

A Yes, sir.

Q And you saw that letter prior to closing?

A Yes, sir.

Q By chance, Mr. Tullar, do you know who underlined the paragraph that is underlined?

A No, I do not.

Q Do you remember it being underlined in red

when you reviewed it?

A I don't recall.

MR. SAGER: Paragraph 4 states, Your Honor--

and I will just proffer this for the record--

MR. OAKEY: Is this a question or an argument
to the Court?

MR. SAGER: I am not arguing.

MR. OAKEY: Are you asking a question?

MR. SAGER: I am drawing his attention to
paragraph 4.

MR. OAKEY: I think he has read it.

BY MR. SAGER:

Q Paragraph 4 refers to some type of an
accommodation agreement between Hot Shoppes and Atlantic
Life Insurance Company for us, and this was Southwestern
Life. They were an owner at the time; is that correct?

A Right, sir.

Q To furnish hot water and steam on a reimburs-
ment calculated at .000825 cents per pound per month, and we
are currently billing Hot Shoppes for approximately \$158.00
per month for this. You did see that?

A Yes, sir.

Q Now, this letter is dated June 1, 1976, and
it makes reference in that same paragraph that the cost

figure was calculated in 1959, when they were paying 8 cents per gallon for fuel oil. And it points out that fuel oil had increased. And this letter is to the realtor, Mr. Constine; is that correct?

A Yes, sir.

Q And, to your knowledge, that figure was never increased; was it?

A It was never increased, to my knowledge.

Q I take it this is also the similar type of thing which you feel is contrary to a provision in the lease?

A Yes, sir.

Q But you had knowledge of it before you bought the building and acquired the lease?

A Yes, sir.

MR. SAGER: We offer that, Your Honor.

MR. OAKLEY: I have the same objection to the contents of it, but not to the fact that he has seen it, Your Honor.

THE COURT: All right. Defendants' Exhibit No. 2.

(A letter dated June 1, 1976 was marked DEFENDANTS' EXHIBIT NO. 2 and received in evidence.)

BY MR. SAGER:

Q And, in fact, that figure, I think, which is approximately \$158.00, was reflected on numerous monthly bills to Marriott, and Stanley's; isn't that correct?

A By the former owner?

Q Yes.

A Possibly. I wouldn't recall them all.

MR. SAGER: Your Honor, may I see the sublease so he can identify it, PLAINTIFFS' EXHIBIT 3?

BY MR. SAGER:

Q You saw PLAINTIFFS' EXHIBIT 3, which is a sublease, prior to the time of closing?

A Yes, sir.

Q And are you familiar with the clause on the second page? It says that due to increased costs, lessor and lessee now desire to amend the lease to raise the 5-1/2 percent to 6 percent of gross sales in excess of \$500,000.00.

A Yes, sir.

Q And weren't you told, Mr. Tullar, that that was because they were losing money on fuel oil, and that was the way to recoup it?

A No, sir.

Q Did you have any understanding as to what that

meant?

A No, sir.

Q Weren't you concerned as to the meaning of
that lease and language?

A It would be routine.

Q You have since cashed the checks that
Stanley's has mailed to you, isn't that correct, for
condensate?

A Yes, sir.

Q And they were based on the .00825 percent
formula; is that right?

A Your formula.

Q You testified earlier about engaging an
engineer. In fact, the engineer really didn't do any
calculations until recently; did he, Mr. Tullar?

A In the past few months, yes, sir, since we
have been in litigation.

Q Are you aware that, from the time you purchased
this property until the past few months, as you make
reference to it, that the bills were still being done on a
guess-work basis, although they reflected what you considered
to be an increased oil use?

A They were predicated on a formula.

Q Well, you knew that Mr. Dowdy was guessing?

* * *

(Two letters, one dated April 20, 1979,
and the other dated February 8, 1979, were
marked DEFENDANTS' EXHIBIT NO. 3 and received
in evidence.)

BY MR. SAGER:

Q In essence, Mr. Tullar--

MR. OAKLEY: Now, Judge, I have to object to
a question that says in essence. He can ask him
anything he wants, but I don't know how that can
possibly be a proper question.

BY MR. SAGER:

Q Is it your position, then, sir, that you
bought the lease and not the side agreements that were
running with the lease?

A Yes.

MR. OAKLEY: That is assuming there are any
side agreements, Mr. Sager.

THE COURT: Well, that is understood.

MR. OAKLEY: I see.

BY MR. SAGER:

Q I may be repeating myself, and I am sorry,
but, during this fifteen-year period, has your experience
been consistent with leases and purchasing leases and

1 negotiating leases?

2 A Yes, sir.

3 Q And that is part of your responsibility, to
4 review them, and report back to the partnership?

5 A Yes, or make the decision.

6 Q Make what decision?

7 A Whether I am going to make the lease or not.

8 Q And, after your investigation--you have
9 already testified as to what you knew as a result of your
10 investigation--the decision was made to buy the property?

11 A Yes, sir.

12 Q And there were several business establishments
in the property; is that correct?

13 A Yes.

14 Q And there were several leases with respect to
the business establishments in the property?

15 A A few.

16 MR. SAGER: Your Honor, it might save us some
time if I could just ask him if he received a couple
of letters from us on the air conditioning, at this
point.

17 THE COURT: Well, I think to keep this thing
in the proper perspective, we ought to leave that
issue to come back from your standpoint. Mr. Oakley?

MR. OAKLEY: He received them. There is no problem, Judge. We are not going to object to it. But I think that is probably the best way to approach it. Have you finished, Rod?

MR. SAGER: I just have one or two questions.

MR. OAKLEY: Well, can you ask them?

MR. SAGER: I am going to try. One final question, and I will conclude, Your Honor.

BY MR. SAGER:

Q Based upon your investigation up until the time your company took over, was this formula I have been referring to over and over again, the .00085, ever changed?

A Not to my knowledge.

THE COURT: All right, sir. Mr. Oakley, do you have any questions?

MR. OAKLEY: Just a couple questions. Could you hand him EXHIBIT NO. 1, Your Honor, DEFENDANTS' EXHIBIT NO. 1?

REDIRECT EXAMINATION

BY MR. OAKLEY:

Q Mr. Tullar, these letters that you have said that you reviewed, did they constitute an agreement?

A No.

MR. SAGER: Objection, Your Honor. That is a

1 legal question.

2 MR. OAKLEY: I am going into what he has asked
3 him.

4 THE COURT: Well, I think you can ask him if,
5 in his opinion, it is. But whether it does or not
6 is a legal question.

7 MR. OAKLEY: I understand.

8 BY MR. OAKLEY:

9 Q In your opinion, at what point was that
10 charge made, the charge that he keeps referring to, .000825?

11 A Back in 1950, or something.

12 Q And, at that time, do you know what the price
13 of oil was?

14 A About 4-1/2 cents a gallon, or thereabouts.

15 Q Would that figure have been consistent with
16 the actual cost of the oil to produce that condensate?

17 A At about that time.

18 Q All right, sir. Did that constitute any
19 agreement for any future--

20 A No, sir.

21 MR. SAGER: Just note an objection to that.

22 THE COURT: What is your objection?

23 MR. SAGER: He didn't have anything to do with
24 the agreement.

THE COURT: Well, he is not saying that that is the agreement, he just says that, in his opinion, that--he speaks as of that time.

BY MR. OAKLEY:

Q When you saw the fact that it had never been changed despite fuel oil increases, what did that appear to you, as far as how it had been handled by the landlord?

A At that particular year, these were figures that were agreeable to the parties.

Q Well, how about later years?

A Naturally, it would only be applicable to that particular year.

Q All right. The fact that it was not changed in later years, what did that indicate, in your opinion, concerning the building, the way it had been run?

A Very haphazard, out of state real estate, many deficiencies in this package.

Q Did you notice other types of deficiencies?

A Definitely.

Q Where was the landlord located?

A Texas.

MR. OAKLEY: That's all I have.

THE COURT: All right, sir. You may step down. Who is your next witness, Mr. Oakley?

* * *

1 Mr. Tullar.

2 THE COURT: Gentlemen, this is about midpoint
3 in the morning. Would you all like a break?

4 MR. OAKLEY: Judge, I am going to be honest
5 with the Court. I will do anything the Court wants
6 to do. I would like to move it along, because I
7 have got some other obligations later in the
8 afternoon.

9 THE COURT: This is a good point. Let's take
10 about a five minute break. This young lady down here,
11 her fingers become numb after about an hour and a half,
12 so we will take a break.

(A recess.)

13 THE COURT: All right, Mr. Oakley.

14 MR. OAKLEY: Mr. Dowdy, have you been sworn?

15 MR. DOWDY: Yes, sir.

EARL EDWARD DOWDY was sworn and testified in
behalf of the plaintiffs as follows:

DIRECT EXAMINATION

BY MR. OAKLEY:

Q Would you please state your full name?

A Earl Edward Dowdy.

Q What is your occupation, sir?

A Building superintendent.

Q For what building?

A Richmond Grace Street Associates.

Q And this is the building that Stanley's Cafeteria is located in?

A Yes, it is.

Q You are the engineer, I believe.

A Yes.

Q And, in that capacity, what are your basic duties?

A To maintain and observe the entire property and report when repairs are needed, and more especially in the office building to operate and maintain the heating and cooling equipment.

Q Do you have the authority to make any contracts concerning what should be paid for fuel or heat or condensate?

A No, sir.

Q Have you ever made such agreements?

A No, sir.

Q Explain to the Judge, briefly, the setup that you have available for condensate. Let me ask you this: Have you got one boiler?

A Yes.

* * *

A Oh, generally, it goes for space heating.

And part of it goes through this heat exchanger to heat the hot water in the tank, and returns to a condensate meter.

Q Okay. Well, let's eliminate the space heating and talk about the--you know what we are talking about here today; don't you?

A Yes, sir.

Q Let's talk about the condensate, or the steam that is furnished to Stanley's for use other than space heat.

A All right.

Q Okay. Now, how does that leave the boiler?

A It leaves the boiler through a pipe for one meter, goes through the heat exchanger right there, and then returns to the condensate meter.

Q Okay. When it leaves the boiler, what is the form of the energy?

A Steam, low-pressure steam.

Q And what is that steam used for in Stanley's Cafeteria?

A All right, that goes to Stanley's Cafeteria.

Q All right.

A It goes through a dishwasher, booster heater, part of it, and another part of it goes to three steam

1 cooking appliances, or trunnion kettles.

2 Q After it is used in this cafeteria, what
3 form does it return to the boiler?

4 A It returns to another condensate meter, first
5 is measured, and then returns to the boiler.

6 Q How many condensate meters do you have that
measures steam that is used as you have just described?

7 MR. SAGER: Well, we stipulate there are two
meters.

8 A Two.

9 BY MR. OAKLEY:

10 Q There are two meters?

11 A Yes.

12 Q Do they measure any of the space heat?

13 A No.

14 Q Do they measure only the heat that you have
referred to that is used in the dishwasher, steam kettles,
and so forth?

15 A That's correct, and the hot water for his use.

16 Q All right. Is this a closed system?

17 A Yes.

18 Q Does all the condensate that goes out as
steam come back as condensate?

19 A Yes.

Q Now, have you made measurements of these
meters that I have provided to Mr. Cooper?

A Yes.

Q Do you have those before you?

A Yes.

Q Okay. Would you tell the Judge, take each
one of those sheets--there are three of them I've just
showed to you. This is just to back up Mr. Cooper's
calculations. Would you tell the Judge what each one of
them is, and we will introduce them as an exhibit?

A All right. I have readings here, one from
each condensate meter.

Q What is the first one you have there?

A That first one is for the steam cookers and
dishwasher booster heater.

Q Okay. These are measurements you have made
recently?

A Yes.

MR. OAKLEY: I would like to introduce this as
my next exhibit, Your Honor.

THE COURT: All right.

(A document containing information for steam cookers, dishwasher and booster heater was marked PLAINTIFFS' EXHIBIT NO. 7 and received in evidence.)

BY MR. OAKLEY:

Q Would you look at the next one?

A The next one is a record of the hot water condensate meter, which I read everyday. And these were made by you?

A Yes.

Q And provided to Mr. Cooper?

A Yes.

MR. OAKLEY: I would like to introduce that as the next exhibit.

(A document containing information on a record of the hot water condensate meter was marked PLAINTIFFS' EXHIBIT NO. 8 and received in evidence.)

BY MR. OAKLEY:

Q Don't we have another one?

A This is for daily fuel oil usage by the gauge from the fuel oil tank.

Q Was this also furnished to Mr. Cooper?

1 A I don't believe this was furnished to
2 Mr. Cooper. I'm not positive on this one.

3 Q What has happened to the price of fuel oil?

4 MR. SAGER: Judge, we will stipulate fuel oil,
5 over the years, has gone up each year. I imagine it
6 has gone up a couple of pennies.

7 MR. OAKLEY: Okay. I think the figures that
8 we have in EXHIBIT O. 5 show the fuel oil from the
9 date we took over the building until currently. Okay.
10 I would like to introduce this fuel oil measurement.

11 THE COURT: All right. I am going to introduce
12 the first one as Plaintiffs' Exhibit No. 7, and the
13 second document as Plaintiffs' Exhibit 8. And then
14 the third one is going to be Plaintiffs' Exhibit 9,
15 and that is in the order in which the witness
16 referred to them.

17 (A document containing fuel oil
18 measurement was marked PLAINTIFFS' EXHIBIT
19 NO. 9 and received in evidence.)

20 BY MR. OAKLEY:

21 Q Mr. Dowdy, are there any leaks in the steam
22 system?

23 A Leaks?

1 Q Yes, sir.

2 A No. I try to keep it as tight as I possibly
3 or physically can do.

4 Q How about in Mr. Stanley's kitchen? Is there
5 any loss of steam in there?

6 A There have been some small leaks around his
7 dishwasher and around his trunnion kettles at times.

8 Q Is there ever any measurement of that in the
9 condensate meters?

10 A No. If it leaked out, it would not go to the
11 condensate meter.

12 Q Is there any way you can determine how much
13 steam was lost, or how much the energy was that was lost?

14 A No.

15 Q How long have the meters been working
16 accurately?

17 A Accurately?

18 Q Yes.

19 A Since March. It is on that exhibit there,
20 March. I don't recall the exact date in March.

21 Q Around the first of March, 1980?

22 A Yes, 1980.

23 Q All right. Prior to that, what did you do as
24 far as determining how much fuel or condensate had been used?

* * *

CROSS-EXAMINATION

BY MR. SAGER:

Q Mr. Dowdy, how long have you been at the Grace
Street location, sir?

A March 1, 1959, March 2, around there.

Q And you began in the maintenance area?

A Yes.

Q As your initial responsibility?

A Yes.

Q And that included the entire building?

A Yes.

Q And, at that time, Marriott occupied one of the
spaces, or locations, within the building; is that correct?

A Yes.

Q You were there in '59. Do you recall that
Marriott had their own gas and boiler connections for which
they were paying, at that time?

A Yes, 1959.

Q And is it accurate that prior to 1959, or at
1959, there was no involvement of fuel oil with respect to
condensate?

A Sir, I was not there until 1959. I would not
have that information.

Q In 1959, there was no involvement of the fuel oil

1 with respect to steam or condensate in the kitchens?

2 A Not exactly 1959, no.

3 Q The only connection with the oil was that it
4 provided space heat in 1959 to Stanley's as well as to certain
5 other businesses; is that correct?

6 A Yes, sir.

7 Q Now, there is but one 10,000-gallon tank that
8 services at least several different establishments; isn't that
9 right?

10 A Yes.

11 Q And, in fact, there is no way or system in effect
12 to determine how much fuel oil is used by each of the establish-
13 ments in this space heating system; is there?

14 A For space heat?

15 Q That's right.

16 A No, each one, no.

17 Q Now, in 1960, while you were there in your
18 position, Marriott took out their boilers and gas connections,
19 and that was the time that a linkage was made to the boiler
20 supplied by oil?

21 A Yes.

22 Q And that was a time that condensate meters were
23 placed as part of the new system?

24 A Yes.

1 Q And the purpose of the condensate meters was to
2 determine the steam and condensate that was being used by the
3 Restaurant?

4 A Yes.

5 Q And, in fact, the oil heats water which, in turn,
6 eventually becomes steam with respect to the condensate?

7 A That's correct.

8 Q Is that right?

9 A Yes.

10 Q And the oil heating that water comes from the
11 same tank that is feeding other business establishments' space
12 heat?

13 A Yes.

14 Q And, beginning in 1960, you started making
15 readings of the condensate meter; is that correct?

16 A Yes.

17 Q And, in your readings, you multiplied a figure of
18 .000825 cents times how many pounds, 1,000 pounds, per 1,000
19 pounds?

20 A Yes, I think it was the rate.

21 Q That was the rate that was established; isn't
22 that correct?

23 A No, 32-1/2 cents per 1,000 pounds is the same as
24 .000825 per pound.

Q All right.

A It is just the way it is put down.

Q So we are speaking about one and the same?

A Yes.

Q The rate that was established was 8-1/2 cents per pound or --

A 82-1/2 cents per 1,000 pounds.

Q That is precisely the same rate that has been followed from 1960 until the time that the Abramsons, or Tower, whichever term you prefer, purchased the building; isn't that correct?

A Yes.

Q And you had at least two previous owners while you were employed prior to the Abramsons?

A Yes.

Q Do you recall who they were?

A Initially, in 1959, was Atlantic Life Insurance Company. And, in 1961, it was Southern Life Insurance Company.

Q So Atlantic started with the formula that we have mentioned?

A Yes.

Q And Southwestern bought and continued the same formula?

A Yes.

1 Q And also continued with the leases that were
2 then in existence?

3 A When it comes to leases, to my knowledge, yes.

4 Q Now, we have heard some discussion about estima-
5 tions. In fact, there came a time when one or both of the
6 meters started malfunctioning; is that correct?

7 A Yes.

8 Q And what you did was, based on the accurate
9 readings that you had for the first year or two or three, you
10 guesstimated the amount of steam or condensate that was being
11 used each month; is that right?

12 A I estimated.

13 Q Estimated? All right, you estimated. And you
14 continued to multiply your estimate times the .000825?

15 A That's correct.

16 Q In fact, for most of the years, you were
17 estimating 1,800 gallons each month?

18 A Of fuel oil usage?

19 Q To produce condensate.

20 A Yes.

21 Q And you arrived at a condensate figure which was
22 multiplied by the other figure?

23 A Yes.

24 Q And that was the billing that you sent to

Marriott, that was sent to Marriott over the years?

A I did not bill Marriott myself, no.

Q You provided the figures?

A I provided the figures.

Q And how about when it turned to Hot Shoppes?

Did you provide the bills or the figures?

A I never provided bills, sir.

Q Okay. The same formula continued when Stanley took over; did it not?

A Yes.

Q Now, you responded to Mr. Oakey by saying that you never requested -- I may not have written the question down accurately -- but you never requested money from Stanley as to condensate use?

A No, sir.

Q Was that your testimony?

MR. OAKEY: I don't remember ever asking a similar question.

THE WITNESS: The question of money, never.

BY MR. SAGER:

Q You made all your records available to Mr. Tullar prior to the purchase of the building by the Abramsons; did you not?

A Yes.

1 Q And included in those records, if I can lay my
2 hands on them real quick --

3 MR. OAKLEY: Are you referring to those letters
4 that have already been introduced?

5 MR. SAGER: No.

6 MR. OAKLEY: Fine. I should have put them in
7 myself.

8 BY MR. SAGER:

9 Q I take it you kept records in the ordinary course
10 of business in your position?

11 MR. OAKLEY: Rod, I said you can put them in.
12 You don't even need to ask him that if I agree to it,
13 just ask him if these were his records.

14 BY MR. SAGER:

15 Q Are these some of the records from your file
16 that were made available to Mr. Tullar?

17 A Yes.

18 Q Does that reflect on several sheets in that
19 group exhibit the 825 figure that we have been speaking of?

20 A Yes.

21 Q And it reflects it as to different years; does
22 it not?

23 A Yes.

24 MR. SAGER: Okay. We offer this as composite

exhibit, Your Honor.

THE COURT: Plaintiffs' Exhibit No. 10 -- excuse me. it will be Defendants' Exhibit No. 4.

MR. OAKLEY: It's the same way no matter who you call it.

THE COURT: Right.

(A collection of documents reflecting fuel use information was marked DEFENDANTS' EXHIBIT NO. 4 and received in evidence.)

BY MR. SAGER:

Q Do you recall a time in 1977 that Mr. Brooker, on behalf of Stanley's, complained because you had raised or attempted to raise the condensate several dollars?

A Yes, I recall that time, yes.

MR. OAKLEY: I want that. Thank you.

BY MR. SAGER:

Q And the letter of 1977 is one which you wrote, is that correct, regarding one of the disagreements?

MR. OAKLEY: We will stipulate that it does, Judge. I have read it, and will allow it to be admitted as an exhibit.

MR. SAGER: Stipulate it was also shown to Mr. Tullar prior to closing, made available to

1 Mr. Tullar prior to --

2 BY MR. SAGER:

3 Q It was part of your records?

4 A Yes.

5 THE COURT: Let me take a look at this just a
6 moment. All right, Defendants' Exhibit No. 5.

7 (A letter from Brooker to Dowdy was
8 marked DEFENDANTS' EXHIBIT NO. 5 and received
9 in evidence.)
10

11 BY MR. SAGER:

12 Q You have had occasion to make recommendations
13 that someone attempt to raise the formula; have you not?

14 A Yes.

15 Q 1976, I show you a letter and ask you, did you
16 not write it, and was it not a part of the records that you
17 showed to Mr. Tullar prior to the sale that we are talking
18 about?

19 A Yes, I wrote that.

20 Q Do you recall if you received something back
21 from Mr. Robinson as to your request for a document other than
22 the lease which you had?

23 A I don't recall that they did, no, sir.

24 Q At the time you wrote this letter, oil had gone

from 8 cents to 36 cents per gallon; is that correct?

A Yes.

Q And your formula continued?

A That's correct.

MR. SAGER: Let me offer this, Your Honor.

BY MR. SAGER:

Q By the way, Mr. Robinson was a real estate officer for one of the owners; is that correct?

A Yes.

THE COURT: Defendants' Exhibit No. 6.

(A letter from Dowdy to Robinson was marked DEFENDANTS' EXHIBIT NO. 6 and received in evidence.)

MR. OAKLEY: It came out of his file, and he got a copy of it; but unless you can tell me what enclosed agreements he is referring to, I don't know that that has any relevancy.

BY MR. SAGER:

Q I show you a letter and ask if this is from your file of January 8?

MR. OAKLEY: January 8, 1974.

A Yes, I had this in my file,

* * *

THE COURT: All right, Defendants' Exhibit No. 7.

(A letter dated January 8, 1974, was marked DEFENDANTS' EXHIBIT NO. 7 and received in evidence.)

BY MR. SAGER:

Q You were asked to report to Mr. Tullar after he purchased the building -- let me ask you a prior question. Did you discuss the formula with Mr. Tullar prior to the purchase of the building? Do you recall that?

A I don't recall prior or not. I don't recall prior or after.

Q You don't recall prior or after?

A In discussing the fuel oil formula with him, no, I mean, the condensate formula with him.

Q Did you discuss the oil situation as it related to Stanley's prior to the purchase?

A I don't recall that, either. I am trying to say prior or after, I don't recall the exact words, or when I spoke with Mr. Tullar.

Q All right. Were you working in your capacity and aware that Southwestern attempted to renegotiate to recover the price of oil?

A Yes.

1 Q And that negotiation did not go through, did it,
2 sir?

3 A No.

4 Q And the same formula continued after Southwestern's
5 attempt to renegotiate?

6 A Yes.

7 Q With respect to some of your readings, the
8 meters give you a problem. You can't really calculate in the
9 wintertime, can you, because of the various buildings taking
10 oil out of the tank?

11 A That's correct.

12 Q And your position is you now work for the new
13 plaintiffs, do you not, Mr. Dowdy?

14 A I work for Richmond Grace Street Associates, yes.

15 Q And is that Mr. Tullar's company, or the company
16 he works for?

17 A Tower Construction Company, yes.

~~18 Q Do you recall -- and there is a document -- and,
19 rather than me searching for it, do you recall ever writing
20 a document prior to the purchase to the effect that Stanley's
21 had the owners by the throat on the fuel oil provision because
22 of the formula that was being used?~~

~~23 A I don't recall that, no.~~

~~MR. SAGER: Judge, I don't want to delay it. He~~

1 is going to be called back later on, and I will, at
2 lunch, or something, find the appropriate document.

3 THE COURT: All right.

4 MR. SAGER: And I will save my air conditioning
5 questions.

6 THE COURT: Is that all, Mr. Sager?

7 BY MR. SAGER:

8 Q And the only time that you have ever increased
the .000825 figure was at the request of Mr. Tullar; is that
right?

A Mr. Tullar has not requested me to increase the
rate figure, no.

Q Haven't you increased, attempted to increase, the
multiplying factor with respect to the condensate?

A The rate figure we are talking about, 82-1/2
cents?

Q Yes.

A No, sir.

Q You haven't?

A No, sir.

Q So you wouldn't be aware if they had; would you?

A No, sir.

Q And, from your observation and knowledge,
Mr. Brooker and Stanley's Cafeteria, Incorporated, had performed

with respect to the fuel oil just as Marriott and Hot Shoppes did before them on the formula of .000825?

A Yes, on that formula, yes.

MR. SAGER: I have no further questions.

MR. OAKLEY: One question.

REDIRECT EXAMINATION

BY MR. OAKLEY:

Q Mr. Dowdy, are you aware of any agreement between Stanley's or anybody else that was in that space that the rate would be 82-1/2 cents per 1,000 gallons and never any more?

A No.

MR. OAKLEY: That's all I have, Your Honor.

RECROSS-EXAMINATION

BY MR. SAGER:

Q Are you aware of any written agreement that says it will be more?

A Would you repeat that, please?

Q I am asking you the opposite of Mr. Oakley. Are you aware of any agreement that says that the .000825 figure will be increased?

A No.

MR. SAGER: That's all I have.

(The witness stood aside.)

MR. OAKLEY: I would like to call Mr. Cooper as
my next witness.

THE COURT: All right, sir.

MR. OAKLEY: He will be my last witness.

MR. SAGER: Judge, I have him on subpoena for
recall.

MR. OAKLEY: He will be here.

THE COURT: You will have to stay around.

BERNARD E. COOPER was sworn and testified in
behalf of the plaintiffs as follows:

DIRECT EXAMINATION

BY MR. OAKLEY:

Q Would you please state your name and occupation?

A My name is Bernard E. Cooper; I am Consulting
Engineer, mechanical, electrical, Richmond, Virginia.

Q Okay. Now, Mr. Cooper, do you have a copy of
your qualifications with you?

A I do, sir.

MR. OAKLEY: Judge, could I just present that to
the Court rather than have him go into them all?

THE COURT: All right.

THE WITNESS: Thank you.

MR. OAKLEY: I don't know whether he has a copy, if
you would prefer to make that an exhibit, or what.

THE COURT: Plaintiffs' Exhibit No. 10.

(A document indicating the professional
qualifications of Bernard E. Cooper was marked
PLAINTIFFS' EXHIBIT NO. 10 and received in
evidence.)

BY MR. OAKLEY:

Q Do you have a background in the heating area,
Mr. Cooper?

A Yes, sir; I have done heating, ventilating, air
conditioning, refrigeration for about 30 years.

Q Okay. Now, were you requested to review the
matter at the Sixth and Grace Street Building in regard to how
much the cost of the condensate, or the steam being provided
to Mr. Brooker, has been for the past two years?

A Yes.

Q Did you do this?

A Yes.

Q Can you explain to the Judge exactly what -- do
you have a copy of a report with you?

A I believe I gave you some copies of that this
morning.

Q All right, sir.

MR. SAGER: Judge, I have no objection to his testifying to it, at this time, subject to cross-examination as to whether, in fact, his degrees qualify him for the particular formula he is going to introduce.

THE COURT: All right.

MR. OAKLEY: Judge, I am going to introduce a copy of this report. You might want to refer to it as he is testifying. It is easier. Do you have a copy of it, Rod? This is a report dated July 30.

BY MR. OAKLEY:

Q Do you have two copies of your report with you?

A I gave you all the copies this morning. You should have them.

Q Oh, here it is.

A I have a master copy here.

Q Do you have a master copy?

A Yes.

Q All right.

MR. OAKLEY: Judge, I would like to offer this as Exhibit No. 11. And he will testify to those matters contained in this report.

THE COURT: Do you have any objection to this, Mr. Sager?

MR. SAGER: Judge, I guess it is going to be simpler to let him try to explain it subject to cross-examination, if any, I may have.

MR. OAKLEY: I think that is probably the best way.

THE COURT: I will introduce it as Plaintiffs'

Exhibit No. 11.

(A report dated July 30 was marked
PLAINTIFFS' EXHIBIT NO. 11 for identification.)

BY MR. OAKLEY:

Q Mr. Cooper, would you explain to the Court exactly what you did to determine the cost of the condensate being produced to Mr. Stanley?

A There are two general areas for which condensate is used to provide service to the Cafeteria operation. The first is to provide hot water, where incoming water is heated from approximately 40 degrees to 140 degrees. This work is carried on down in a basement room where the boilers are, and the water is then piped to the kitchen area.

The second usage is for kitchen use for two small cooking units, kettles that use steam, and also to boost the hot water temperature from 140 to 180 or 185 degrees, depending on the amount of temperatures required for sanitation in the dishwasher.

The first heating unit, which is called a converter, is used to heat the hot water. And the condensate from that heater, that is, the condensed steam, comes down through a meter. And that meter measures the amount of steam that has been condensed to water. You can measure that in the number of pounds of water, at that point, and determine the amount of energy that was put through the system.

By the same token, you can collect the amount of steam that has condensed in the dishwasher and kettles and put them through a second meter which happens to be located in the parking area in the basement beneath the Cafeteria. Those two meters will then record the amount of pounds of steam or pounds of water that have been condensed. So we have a quite accurate way of accounting for the amount of energy that was put through the system and that was used by the Cafeteria.

Q Let me ask you this, at this point, Mr. Cooper: If there was a leak in the steam system, how would that affect these calculations?

A It would make these calculations run lower than normal. That is, it is presumed that the systems are tight, or must be kept tight.

Q Would that work in the favor of the landlord or the tenant?

A In behalf of the tenant, because it is not metered

until it is on the way back to the boilers; therefore, any leaks that occur before that would show up as a loss to the owner and not to the tenant.

Q Okay, go ahead and proceed.

A We found that the meters that were there were not recording accurately. I worked with Mr. Dowdy, who is the building superintendent, to disassemble the meters, refurbish them. Then I had Mr. Dowdy set up a test arrangement, and I assisted him where we put through measured amounts of water, that is, we ran water through the meters and caught them in a barrel and used a scale to weigh it to verify the accuracy of these two meters.

Q What is the accuracy of the meters at the present time?

A They are within 1-1/2 percent in both cases.

Q And, at what point have they been that accurate?

A We recalibrated the meter in the basement for the hot water in the middle of February. The day is given in my report. I believe it says the 2nd of February that we put it on the line after being recalibrated. So, from that point on, it should and has been reading with, I would say, 1-1/2 percent accuracy.

The second meter, we replaced the meter that was located back under the Cafeteria, the one that served the

1 kitchen equipment, because of the meter that was there was not
2 satisfactory for this type of measurement. We had another meter
3 in the building, which was similar to the other condensate
4 meter. And that meter, too, was pulled down, cleaned up, and
5 refurbished.

6 MR. SAGER: If he says it is working properly,
that is fine with us.

7 MR. OAKEY: Okay.

8 A All right. We checked that one, as well, weighing
the material through it.

9 BY MR. OAKEY:

10 Q He has agreed to that, so go ahead and describe
to the Judge what calculations you made to determine the cost
11 of the fuel to make the condensate which was provided to
Stanley's Cafeteria.

12 A I could take the steam condensate and know that
it takes about 1,000 BTUs of heat for each pound of water that
13 is circulated through that system, leaving the boiler at six
pounds steam and coming back at about 190 degrees after it has
14 condensed as 999.3 BTUs. I used 1,000 as a matter of
convenience. The error there is out to about the fourth decimal
15 place, so it is insignificant.

16 For each 1,000 BTUs of steam that is used, I
also know that I have 139,400 BTUs in a gallon of oil, No. 2

fuel oil. And this is an average value. It may run a little higher or lower depending on the oil that is being used.

I also know that the boilers range in efficiency between 65 and 83 percent. I used 75 percent figure of accuracy, because that is on the high side. If it went lower, and it tends to be lower, it would -- in the way I am calculating this -- would actually come as an expense to the owner rather than to the tenant. It is assuming that the owner keeps the equipment in good operating order. And, in this case, the tenant will have the benefit of the doubt.

My calculations then show that if I took 1,000 pounds of steam at 1,000 BTUs, I get 1,000,000 BTUs. And this is the basis that I want to try to factor my cost, because it becomes an easy way of handling the calculations. I know if I divide that 1,000,000 BTUs by the 139,000 BTUs I have in the gallon of oil times .75, which is my efficiency, I now get somewhere slightly over 100,000 BTUs usable from the oil against the 1,000,000. So it is going to take me 9.5 gallons of oil per 1,000,000 BTUs, or per 1,000 of steam. And that has been the basis for my calculations.

The two sheets that you have following the letter that I have included, it is in the form of a little report, show, first, the basis for this calculation based on the readings that I took starting with the 2nd of February.

If you will begin at the top of the second page there, you will see that for hot water between the 2nd of February and the 19th of May, we showed 212 pounds of steam over 101 days.

From the 19th of May until the 29th of July, we showed additional 110,000 pounds over 17 days.

In the same way with the kitchen, we did not have that available until 3-21. And we have read that from 3-21 to 5-19, using 83,800 pounds of steam, and from 5-19 to 7-29, we used 90,000 pounds of steam.

Now, the reason I took these two base periods, apparently, there was a change in the rate of consumption; therefore, I did not want to prorate in projecting my costs back prior to February. I had to have some basis to go on, and I could not take a period which conservation was being used, or reduced usage was being used. I had to take it at the average rate before anyone knew that there was a change in operation.

Going back, now, I converted these figures that are given, the 212,000 pounds, 110,000 pounds, and so forth, to a 40-day monthly basis so that anyone coming along in the future would be able to utilize these same figures for estimating for any given month. By doing this, we figured that we would get roughly -- we were getting roughly 104,870 pounds of steam a month used in the period from February until

the middle of May.

I also used those figures to go back for the preceding years to attempt to estimate the costs from October of '78 to the present, that is, up until the 19th of May. Beginning on the 19th of May with the reduced rate of usage, you can see we dropped in consumption from 104,870 to 84,887. If you will come down a little further, you will see that that is the sum total of the two usages for the 71-day period from May 19 to July 29.

The final section in there shows converting the pounds of condensate to equivalent gallons of fuel oil. And that follows that formula that I described to you several minutes ago where I took 1,000 pounds of steam times 1,000 BTUs, making it 1,000,000 BTUs, and dividing that by 139,400 BTUs per gallon times .73, the efficiency, to arrive at a factor, 9.5648 gallons of oil for every 1,000 pounds of condensate.

Therefore, every time I get 1,000 pounds of condensate through the meter, I know that I have used 9.56 for 8 gallons of oil. That now enables me to come back and factor the number of gallons of condensate I get each month times a multiplier, and the price of oil, and I can come up with the cost of the oil for that month.

If you will turn the page, now, to the next sheet,

you will see that for the period from January, 1980 -- actually beginning in February -- I used roughly 1,003 gallons of oil per month based on my projections, or estimate, using the figures that I got between February and May 19. I used that figure back up at the top at October of 1978, since I had no other real basis to go on to estimate the amount of fuel used. I could reasonably assume that they were using it at about the same rate up to that point, so the 1,003 gallons becomes my base, or basis for estimating up until May 19.

Q How accurate is that based on the other figures of fuel oil usage and condensate that were furnished you? How accurate is that estimate?

A The other figures had no bearing on it whatever. The meters were out of calibration. The water meter that was in the basement was not really functional at all. It was an inappropriate type of meter, and either inappropriate, or the type of usage had changed, because this meter could not give him an accurate reading.

Q How accurate are your findings?

A My findings should run on the order of no greater than 2 percent error.

Q All right. At what point are these figures actually usage based on the meter readings themselves?

A Beginning in February, February 2, as far as the

main load is concerned, that is the hot water. And, March 21, as far as the kitchen usage, when we got the other meter corrected, the readings should be within that 2 percent accuracy.

Q Okay. Was that after the month of March? All of the readings are actual readings based on your formula?

A Yes, beginning, I would say, at April, all these readings should be based on condensate usage as we have it now.

Q How accurate are your readings before you actually had the meters working?

A You mean my projections?

Q Yes, sir.

A I would have to say they would probably be in the realm of 10 percent accuracy, because I could not know the volume of usage. It is going to vary some with the tenant's actual business operations; and that could fluctuate rather appreciably.

Q Go ahead. Do you have anything further?

A I would like to continue momentarily with the estimated fuel cost. You will see that for each month in here, I have factored in a fuel oil price. If you go to the next to the last column on the right, you will see the price of fuel oil. And what I have done is go back with the owner's representative, Mr. Dowdy, and get his actual fuel pricing for

1 deliveries at the beginning of each of these periods. Or, if
2 he bought more than one delivery during a period, I averaged
3 the pricing for the fuel in that period. And the pricing, as
4 you can see, is to the third and fourth decimal place.

5 Then, taking the 1,000 gallons of oil, roughly,
6 per month, and the price of oil, I figured the total value of
7 the oil used for that month, which is the value that appears
8 in the right-hand column.

Q Does that fully explain your report, Mr. Cooper?

A Yes, other than the fact that following the pages
that I have given you, there are several sheets, there are
some four sheets that are handwritten which show the daily
records that Mr. Dowdy made for me of the reading of the
condensate meter in the basement. And, on the fifth page,
there are the daily readings for the condensate meter for
Cafeteria steam cookers, which the condensate meter is located
in the basement of the garage in the parking area.

Q Okay. On any of the variables, did you take a
conservative or a liberal position? Did you take the position
that would most favor the landlord or tenant?

A Wherever it was possible, I have been as careful
as possible to be evenhanded. If there was any question, I
have, of necessity, had to favor the tenant, because the major
two areas that that would be affecting is -- that I am aware,

fully aware of -- the substantial amounts of leakage in the tenant's area that were not being factored in. This has been corrected since we began the meter, and also that I have taken a rather high value for the efficiency of the boilers, knowing that during the summer months, at least four or five months of the year, the boilers are being operated predominantly for the Cafeteria use, and that the surcharge, the carrying charge on the boiler itself, the inefficiencies will show up as a much higher burden and lower the efficiency of the system. That is, while I show 75 percent efficiency for the boiler, the standby losses on the boiler rather substantially eat into that where we might anticipate efficiencies as low as 60, 65 percent.

Q Do these figures have anything to do with the space heat in the building?

A These figures are entirely separated from space heating.

MR. OAKLEY: That is all I have, Your Honor.

THE COURT: All right, Mr. Sager.

MR. OAKLEY: Do you want to borrow my slide rule?

MR. SAGER: I forgot how to use it.

CROSS-EXAMINATION

BY MR. SAGER:

Q Mr. Cooper, the area of expertise that

will all talk louder.

MR. BROOKER: Thank you, sir.

THOMAS A. BROOKER was sworn and testified in
behalf of the defendants as follows:

DIRECT EXAMINATION

BY MR. SAGER:

Q Mr. Brooker, tell us your name, please, sir.

A Thomas A. Brooker.

Q And your relationship to Stanley's Cafeteria?

A I am the major stockholder-owner of Stanley's
Cafeteria.

Q And, prior to being involved in Stanley's
Cafeteria, can you tell us what business you were in?

A I was in the restaurant business. I was employed
by Marriott Corporation.

Q In what capacity?

A Vice-president, divisional vice-president in
charge of all cafeterias in the United States.

Q And how long have you been in the restaurant
business?

A Since I was 13, and I am now 52.

Q Did there come a time with respect to your
responsibilities at Marriott that you were given the Richmond

area, or Virginia area, if you will, to supervise in some capacity?

A In 1961, I was transferred to Richmond to manage the Seventh and Grace Street operation, which I did for about four months, and then became a district manager for Marriott working out of Richmond, Virginia.

Q As district manager, following that four-month period in '61, did you have supervisory responsibility for the Richmond area?

A Yes, sir.

Q As such, in your supervisory responsibility from 1961 -- and, I might ask, how long did that continue, that responsibility?

A Until 1975, when I retired.

Q In your capacity, sir, did the payments or bills with respect to steam and condensate at the Seventh and Main Street operation come by your desk, or come to your attention?

A Not the bills, per se, no.

Q What did?

A A distribution summary showing payments made by each operation.

Q That includes Seventh and Main?

A Uh-huh.

Q And that includes from '61 to '75?

A Yes, sir.

Q And from that, could you tell how much was being paid for condensate?

A Yes, sir.

Q And how much was it per pound?

A Oh, gosh, I really couldn't --

Q Not the dollar amount, I am talking about the figure used to get the dollar amount.

A Well, it was all -- it was computed on the 82-1/2 cents per 1,000-pound situation.

Q All right. And what I have been getting tongue-tied on, it is 82-1/2 cents per 1,000 pounds?

A Yes.

Q And does that also equal .00825 per --

A Somebody told me it did. I really wouldn't know for sure, but somebody told me it did.

Q Now, was there ever any change in that 82-1/2 cents per 1,000 figure from 1961 through 1975?

A No.

Q Was it on a monthly basis?

A Yes, sir.

Q Was there ever any other payment? I'm not suggesting there was, but was there any other payment whatsoever for fuel oil or anything like that?

A To my knowledge, Marriott never paid fuel oil at all from 1960 on.

Q Now, in 1975, or thereabouts, did there come a time when you began negotiations with respect to the purchase of one or two Marriott restaurants in the Richmond area?

A Negotiations started in, I would say, May or so of 1975. Marriott asked me to consider the possibility of taking eight different cafeterias. And, quite frankly, that was just too much of a burden.

Q All right. Saving us some time, it narrowed down, did it not, to the two cafeterias in Richmond, being Seventh and Main and one in the Seaboard Building?

A Yes.

Q And, with respect to Thalhimer's Realtors, did anyone there play a part in that negotiation?

A Dave Constine, yes.

Q Had you made yourself familiar with leases, or the lease that Marriott then had in existence?

A Yes.

Q Was there any provision in that particular lease -- I think the Court has a copy -- for extensions or renewal options beyond 1985?

A Yes, they went through the year 2005.

Q Did the subject of these renewal options come

up, or come to a point with respect to any changes?

A Yes, they did.

Q And what occasioned those changes?

MR. OAKLEY: Is he going to be testifying to what somebody else said, or is he going to be testifying to what he did?

MR. SAGER: What he did.

MR. OAKLEY: The lease amendment apparently was not between this gentleman, or his company.

THE COURT: Why don't you narrow the question down, Mr. Sager, and be more specific. And then the witness will know better what you want to know, and we will better be able to tell whether it is within his knowledge.

BY MR. SAGER:

Q Were you desirous of having those options?

A Very much so.

Q All right. The next question is: At that time, what was the percent figure on gross sales as to overage?

A Overage figure was 5 percent.

Q And was the subject of the condensate brought up?

MR. OAKLEY: Now, who was this between?

MR. SAGER: Mr. Constine and him, that is why I wanted to put Dave on first.

MR. OAKLEY: Well, why don't you identify who he is talking to? Is he acting for Marriott at this point?

MR. SAGER: Ask him for yourself. He is buying the Restaurant, now.

MR. OAKLEY: At this point --

THE COURT: Well, let me ask you this: What is the relevance of what you are getting ready to prove, Mr. Sager? What are you trying to prove?

MR. SAGER: That the condensate formula was brought up, and he was requested to increase it in order to get the renewal options. They wouldn't give him the renewal options if he didn't agree to increase the condensate, and that the only thing left was they told him it would be 6 percent overage on gross sales, and the lease would end in 1985. And that was the end result.

THE COURT: Well, what does that prove after you have proved that?

MR. SAGER: It shows that the owner, at that time, was attempting to renegotiate the condensate formula from the level that we have shown existed for 17 or 18 years.

THE COURT: But nothing came of it.

MR. SAGER: That's correct; it remained at that level. He took the --

THE COURT: Well, once you say that they have

negotiated it and nothing came of the negotiations, what does that prove?

MR. SAGER: That he signed his sublease and continued on with the same condensate formula.

THE COURT: All right. I am going to admit that for the purpose of showing the actual practice of these parties over the years in regard to this matter.

MR. OAKLEY: Do you want to just admit what Mr. Sager has said rather than ask him to repeat it? That is fine with me.

THE COURT: No, I am going to let him go ahead and repeat it.

BY MR. SAGER:

Q Was there a request made to increase the condensate?

A Yes, there was.

Q Did you agree to that?

A No, I did not.

Q And why didn't you agree to it?

A Because the option periods were deleted from the lease unless Marriott stayed on the lease.

THE COURT: Unless Marriott did what?

THE WITNESS: Stayed on the lease, sir.

MR. OAKLEY: Could I ask him one question? What

you are saying is that the options would not be in the lease unless Marriott stayed on the lease, and Marriott didn't want to stay on the lease, so that is why they weren't extended?

THE WITNESS: (Affirmative indication.)

BY MR. SAGER:

Q And because they weren't extended, you didn't agree to an increase in the condensate?

A Exactly.

Q Was there an increase in something that you told them you would have to agree to to obtain this?

A Just in the overage rents.

Q And what increase was that?

A 1 percent.

Q From 5 to 6?

A 6.

Q And have you been paying that 6 percent on your overage sales?

A Yes, sir.

Q And when will your lease terminate?

A 1985, December 31.

Q And you have no lease options?

A We have no lease option. The lease was to be renegotiated, at that point.

THE COURT: I understand you to say that your lease runs until 1985; and, at that time, there are no options?

THE WITNESS: There are no options left, no, sir.

THE COURT: Oh, okay.

BY MR. SAGER:

Q And under your sublease, have you continued to pay on a monthly basis the condensate as per the formula that we have heard today?

A Yes, sir.

Q And have you continued to forward that to Tower Construction?

A Yes, sir.

Q And have your checks been cashed?

A Yes, sir.

MR. SAGER: Judge, I don't mean to tie the record up. If Mr. Oakey wants to agree, I have a --

MR. OAKEY: All right, those checks you have show what three witnesses have already testified to.

MR. SAGER: That is all we have the checks for. We stipulate that, then. There is no sense in putting them in. The checks show to Southwestern, and also show it to Tower Construction.

MR. OAKEY: He has testified to it. Earl Dowdy

has testified to it.

BY MR. SAGER:

Q And they cover from when you started business, which was when?

A August of '76.

Q Through the present date?

A Uh-huh.

Q Were you present recently when your air conditioning compressor was torn down?

A Yes, sir.

Q And can you identify this?

A Yes.

Q Where did that come from?

A Off the compressor.

Q Okay. You took it off?

A My mechanic took it off along with the people from Catlett-Johnson.

Q And you have brought it to me?

A Yes.

MR. SAGER: Judge, I move the introduction of this.

THE COURT: Is that really necessary? Is that going to aid anything?

MR. SAGER: It may not be, Judge. I will be

* * *

in evidence.)

MR. SAGER: That is not bad, considering all the documents today.

THE COURT: All right.

MR. SAGER: I don't have any other questions.

THE COURT: All right. Mr. Oakey?

MR. SAGER: Judge, Mr. Constine is not here yet. Can we get somebody to call him?

MR. OAKEY: Sure.

CROSS-EXAMINATION

BY MR. OAKEY:

Q Mr. Brooker, as I understand, you first took over this operation on July 1, 1976.

A August 1.

Q Was it August 1? The sublease itself reads July 1, 1976.

A Yes, when I took over both operations, Marriott agreed to continue running one, as I took one over.

Q Okay. So then, you took over, under this sublease dated July 1, 1976; but you actually took it over in August?

A Yes, sir.

Q You were not a party to any of the contracts

prior to the date of that sublease, as far as Stanley's Cafeteria was concerned?

A I'm sorry, I don't follow that.

Q You were not a party to any lease or contract between Southwestern and Marriott?

A No, no.

Q Is that correct?

A That's right.

Q Okay. Before you took over this building, did you read the lease, which is PLAINTIFFS' EXHIBIT NO. 1?

A Yes, sir.

Q Okay. Would you read me, or read paragraph 18 of the lease and then tell me whether you had read that before you took it over?

A Except for the space heat to be furnished by lessor as provided in paragraph 16 above, all utility service used or consumed by lessee will be paid for by lessee promptly and when bills therefor become due, including and without limiting the generality and foregoing all fuel oil, gas, electricity, water, telephone, and so on, by lessee in or on the premises. All of said utilities used by the lessee shall be metered separately, and lessor shall have to pay for any of said utilities.

Q You can't tell me any writing that changed that

clause in the sublease; can you? You are not aware, nor can you tell me of any agreement in writing that changed that sublease or that lease?

A The lease itself, no, no, I can't.

Q And, after you took over on July 1, 1976, or August 1, 1976, as you have said, that paragraph is still in the sublease, in the lease that Marriott Hot Shoppes had with the owner of the building?

A That would apply to it.

Q The sublease that you had, which I have right here, requires you to obey all covenants and promises of this original lease; is that correct?

A Uh-huh.

Q And you read the sublease before you signed that, too?

A Yes.

Q Okay. And this Provision 18 in the lease is one of the provisions that you are required, under the sublease that you signed effective July 1, 1976, to follow?

A (Affirmative indication.)

Q You have to answer.

A I'm sorry, yes.

Q And the only discussions pertaining to this fuel clause that you have mentioned on your direct examination was

an attempt to change the custom that had been followed by Marriott and Southwestern, and nothing came of that because you didn't agree to change what they had been doing, and they didn't agree to give you any extensions; did they?

A The custom, as you call it, was a tradition that had been established, yes.

Q But this was not changed, because you-all couldn't arrive at an agreement; could you?

A That's right.

Q Now, you are aware that the cost of fuel oil has increased since 1950 to the present day; are you not?

MR. SAGER: We will stipulate fuel oil has gone up.

MR. OAKLEY: I think this is cross-examination.

BY MR. OAKLEY:

Q Are you aware of that?

A I have been told that, yes.

Q Do you use fuel oil in your house?

A Sir?

Q Do you use fuel oil in your house?

A We do, now; we didn't, before.

Q Okay. So that you know it costs a lot more money than it used to to provide fuel oil for utilities?

A Yes, sir.

* * *

loud clanking noise that had developed almost like a knock in an automobile, but loud enough to almost rupture your eardrums, plus the top of the compressor became so hot that you really couldn't put your hand on top of it. Again, I am not a mechanical engineer like some of the experts today, but it indicates, obviously, that there is something wrong with the piece of equipment. So we then proceeded to take the equipment down.

THE COURT: That is all. You may step down.

(The witness stood aside.)

THE COURT: All right, Mr. Sager, who is your next witness?

MR. SAGER: Mr. Constine.

DAVID E. CONSTINE, JR., was sworn and testified in behalf of the defendants as follows:

DIRECT EXAMINATION

BY MR. SAGER:

Q Your name, please?

A David E. Constine, Jr.

Q And with whom are you employed?

A Morton G. Thalhimier.

excepted?

A Well, yes. When I write it, there is a meaning to it, sure.

Q What is the meaning?

MR. OAKEY: Did he write this lease?

MR. SAGER: I don't know.

MR. OAKEY: I don't think he can testify to it unless he wrote the lease.

THE COURT: That is a pretty clear term, Mr. Sager. I think that is a legal matter and not one for interpretation, to tell you the truth.

MR. SAGER: I hope it is a clear term.

MR. OAKEY: Are you finished?

MR. SAGER: Yes.

CROSS-EXAMINATION

BY MR. OAKEY:

Q Mr. Constine, I just have a few questions. As I understand, you are the rental agent for the owner in regard to this lease with Mr. Brooker.

A Yes, sir.

Q And are you aware that the lease that Mr. Brooker had required him to pay for all utilities except space heat?

A Yes.

Q And you are not aware of any agreement that changed that at any time after the original lease went into effect, are you?

A No.

Q You are aware, I believe, that one of the owners, Southwestern Life Insurance, did a pretty lousy job of enforcing that; aren't you?

MR. SAGER: Objection.

MR. OAKLEY: Why, it is cross-examination.

MR. SAGER: Did a lousy job of enforcing?

THE COURT: What is the relevance of whether they did a lousy job or didn't?

MR. OAKLEY: I don't know that there is, but he has brought it in along about six times that they --

THE COURT: Sustain the objection.

BY MR. OAKLEY:

Q Well, do you know whether they enforced that clause in the lease or not?

A Which clause?

Q The clause that required the tenant or the sub-tenant, in this case, to pay all utilities except space heat, the actual cost of all utilities?

A I don't know, but I assume that they enforced it. They got the money.

MR. SAGER: Objection.

THE COURT: I sustain the objection as to what he assumed and strike that portion of the answer.

BY MR. OAKLEY:

Q You don't know?

A I don't know.

Q As far as handling this building, did Southwestern have any other clauses as far as seeing that the lease was carried out?

A Yes.

Q Well, can you tell us what that was?

A Well, I know that there was a tax clause in there that they were supposed to have an increase in taxes paid by the tenant. And, a few years ago, I got a letter from Mr. Finney saying --

MR. SAGER: Object to the relevancy and as to hearsay.

THE COURT: What is the relevancy?

MR. OAKLEY: I think it explains why they did such a lousy job in collecting the utilities. They did the same thing on the taxes. They were --

THE COURT: I am going to sustain the objection, because I don't think that has got any relevancy as to what they did in regard to the taxes.

MR. OAKLEY: Well, Judge, it goes to show what they did on the utilities of not collecting the full amount. It is consistent with what they did on the taxes.

THE COURT: I don't think the two have got any relationship, unless you can show that there was some quid pro quo, that they did one in exchange for the other one, or something of that nature, there was some connection.

MR. OAKLEY: I don't think there is any connection whatsoever.

BY MR. OAKLEY:

Q Now, during these discussion in 1976, there never was any agreement as to a firm figure that would be paid for condensate, or fuel oil for the heat, or steam, to Mr. Brooker's operation; was it?

A No.

Q There never was any agreement to change one way or the other; was it?

A That's right.

Q Okay. And I think your file indicates that several times attempts have been made to try to collect the true amount of the --

MR. SAGER: He is testifying. That is not even

cross-examination. I object.

THE COURT: Well, I will overrule the objection.

I think that is all right.

BY MR. OAKLEY:

Q Your file indicates that there have been attempts to try to increase the amount collected for fuel because of increases in cost of heating oil?

A Yes, that's right.

MR. OAKLEY: That's all I have, Judge.

REDIRECT EXAMINATION

BY MR. SAGER:

Q It was never increased; was it?

A No, not to my knowledge.

Q And, in fact, Southwestern wasn't the only owner of this building during the time that Stanley's and Marriott -- before it was in, Atlantic Life was an owner?

A The original owner was Atlantic Life.

Q And what about Grace Street Parking Associates?

A Well, they didn't own the building. I don't think they did. Since I have been involved, it has been Southwestern Life.

Q Did Miller & Rhoads and Thalhimers own it?

A No, Atlantic Life, I think, was the original

* * *



L E A S E

THIS LEASE executed this 24th day of April, 1950, by and between GRACE STREET PARKING, INCORPORATED, with principal offices in Richmond, Virginia, hereinafter referred to as Lessor, Party of the First Part, and HOT SHOPPES OF RICHMOND, INC., a corporation organized under the laws of the State of Delaware, hereinafter referred to as Lessee, Party of the Second Part, with principal offices in Washington, D. C., and HOT SHOPPES, INC., guarantor, as Party of the Third Part.

W I T N E S S E T H :

That for and in consideration of the rental hereinafter reserved and the covenants hereinafter contained, the parties hereto have mutually agreed and do hereby agree as follows:

Lessee

1. Lessor hereby leases to the Lessee, for the term hereinafter stated, in the building to be constructed by Lessor fronting on Grace Street and bounded by Sixth Street on the West and Seventh Street on the East, to be known as the Grace Street Parking Building, Richmond, Virginia, premises having a frontage on Grace Street of 79 feet, by a depth of 163 feet, on the first floor of said building, containing 13,875 square feet, with a 12 foot ceiling; the mezzanine space above the first floor, containing 4605 square feet with an 8 foot 3 inches ceiling; and 2138 square feet, more or less, of service area in the basement, including unloading area rights adjacent to the elevator at the rear of the building on Seventh Street, and the exclusive use of the said elevator. The space

hereby demised is more particularly shown as the shaded areas on the floor plans attached hereto as Exhibits A-1, First Floor; A-2 Mezzanine Floor; and A-3, Basement Area, signed by the parties and hereby made a part of this lease.

Term

2. The term of this lease shall be for a period of twenty (20) years, to commence on the first day of January, 1951. Notwithstanding

(1)

that the commencing date of the term is as specified, the Lessee's obligation to pay rent shall not begin until the restaurant to be operated in the premises by the Lessee is open to the public for business; however, the time for commencing the rent shall not be more than sixty (60) days from the date when the Lessor's architect and a representative of the Lessee shall jointly certify in writing that the premises have been completed and ready for the installation of the Lessee's trade equipment, provided that the Lessee shall not have been prevented from installing its trade equipment due to war or act of God. If Lessor's architect and the representative of Lessee shall be unable to agree that the premises have been completed and are ready for the installation of the Lessee's trade equipment, then any such disagreement shall be resolved by arbitration in the customary manner, the results of such arbitration to be binding upon the parties. Should the date of the certification of the completion of the premises as ready for installation of the Lessee's trade equipment be delayed beyond one year from January 1, 1951, the Lessee may, at its option cancel this agreement and be relieved of any liability hereunder.

Renewal

3. Lessee has the option to renew this lease for an additional period of ten (10) years, subject to the reservations, conditions and

(2)

covenants herein set forth; provided, however, that if the Lessee shall elect to renew this lease, it shall give a notice of such election in writing to the Lessor at least twelve (12) months before the expiration of the original term.

4. (a) Lessee hereby covenants and agrees to pay to the Lessor as the minimum annual rent for said premises during the initial twenty (20) year term, Thirty Thousand Dollars (\$30,000), plus five per cent (5%) of the gross sales in excess of Five Hundred Thousand Dollars (\$500,000); and Twenty-Five Thousand Dollars (\$25,000) minimum annual rent, plus five and one-half per cent (5½%) of the gross sales in excess of \$500,000 during

(2)

the renewal period, if exercised, said minimum rents to be paid in advance in installments of Two Thousand Three Hundred and Seven Dollars and Sixty-Nine Cents (\$2,307.69) during the initial twenty-year term, and of One Thousand Nine Hundred and Twenty-Three Dollars and Eight Cents (\$1,923.08) during the renewal term, on or before the beginning of each of Lessee's four-week accounting periods, there being thirteen (13) such periods in each calendar year. Within forty-five (45) days following the close of each lease year, the Lessee will furnish to the Lessor a statement of an independent certified accountant setting forth the gross sales for the lease year ended, and any percentage rental due shall accompany such statement.

4. (b) It is agreed between the parties hereto that should the assessment on the property of which the space herein leased is a part be increased at any time after the original assessment on the completed building has been made by the City of Richmond, that the per cent that the cubic space occupied by the Lessee bears to the total cubic space within the main walls of the entire building, of such increase in the amount of

(3)

property taxes shall be added to the minimum rentals provided by this agreement.

(3)

* * *

Heat

16. The Lessor shall furnish, at its own expense, adequate space heat as required by the Lessee but in any event not to exceed 75° Fahrenheit during the heating season, it being understood that the time of requiring heat will be determined by the Lessee as dictated by the business interests of the type of business conducted therein.

Utilities

17. The Lessor will install, but the Lessee will operate, service and maintain at its expense, in the Richmond Garage Building a water heating plant for the sole use of the Lessee having capacity to heat 900 gallons of water per hour to 180° F., 5000 feet steam rating, with a storage tank having a capacity of 1200 gallons, with lines brought to the demised premises. The cost of this hot water heating plant is to be paid for as set out above in paragraphs 5 (a) (12) and 5 (b) (5). The main lines from the water heating plant to the demised premises are to be paid for by the Lessor.

(10)

18. Except for the space heat to be furnished by Lessor as provided in paragraph 16 above, all utility services used or consumed by Lessee will be paid for by Lessee promptly as and when bills therefor become due, including (without limiting the generality of the foregoing) all fuel oil, gas, electricity, water and telephones used by Lessee in or on the demised premises. All of said utilities used by the Lessee shall be metered to it separately and Lessor shall be under no obligation to pay for any of said utilities.

(11)

* * *

Waiver

31. It is understood and agreed that no waiver or any breach of any covenants, condition or agreement herein shall operate as a waiver of a covenant, condition or agreement itself, or of any subsequent breach thereof.

Successors

32. This agreement shall be binding upon and shall inure to the benefit of the parties hereto and to their respective successors and assigns.

(15)

* * *

LEASE AMENDMENT



These Amendments made and entered into as of the 24th day of June, 1976, by and between Southwestern Life Insurance Company (successor in interest to Grace Street Parking, Incorporated), a Texas corporation whose address is P. O. Box 2699, Dallas, Texas, 75221, as Lessor ("Lessor"), and/Hot Shoppes of Richmond, Inc., a Delaware corporation whose address is 5161 River Road, Washington, D. C., 20016, as Lessee ("Lessee").

W I T N E S S E T H:

WHEREAS, by a lease dated April 24, 1950 (said lease as subsequently amended hereinafter called the "Lease"), Grace Street Parking, Incorporated leased to Lessee space in Richmond, Virginia, which has subsequently been improved by the construction thereon of a Hot Shoppes Restaurant and which space is hereinafter designated the "Leased Premises" and is more fully described in the Lease; and

WHEREAS, by Deed of Sale dated December 30, 1971, Grace Street Parking, Incorporated transferred, assigned and sold all of its assets, including all of its rights, title and interest to the Lease to Lessor; and

WHEREAS, the Lease currently makes Lessor's prior written consent a condition precedent to any assignment or sublease of the Leased Premises by Lessee; and

WHEREAS, Lessee now desires to sublease the Leased Premises to Stanley's Cafeteria, Inc. and hereby requests Lessor's consent to such subletting; and

WHEREAS, Lessee now desires to obtain the right under the Lease to make future assignments and subleases of the Leased Premises to reputable cafeteria operations without Lessor's prior written consent; and

WHEREAS, the Lease currently grants Lessee the option to renew and extend the Lease for a ten (10) year period from January 1, 1986, to December 31, 1995; and

WHEREAS, Lessor and Lessee now desire that the aforementioned ten (10) year renewal option be deleted from the Lease; and

WHEREAS, the Lease currently provides for Lessee to pay Lessor five and one-half per cent (5 1/2%) of the gross sales in excess of Five Hundred Thousand and NO/100 Dollars (\$500,000.00) as additional rental over and above the minimum annual rental as specified in the Lease; and

WHEREAS, due to increased costs, Lessor and Lessee now desire to amend the Lease to raise the aforementioned five and one-half per cent (5 1/2%) of gross sales in excess of Five Hundred Thousand and NO/100 Dollars (\$500,000.00) to six per cent (6%) of gross sales in excess of Five Hundred Thousand and NO/100 Dollars (\$500,000.00) as additional rental over and above the minimum annual rentals described in the Lease.

NOW, THEREFORE, in consideration of Ten and NO/100 Dollars (\$10.00) and other valuable consideration, the receipt and sufficiency of which is hereby acknowledged, the parties hereto mutually covenant and agree that the Lease is amended as follows (said amendments to become effective as of the aforementioned date of this instrument):

1. The first sentence in paragraph 12., captioned Subletting, of the Lease which makes the prior written consent of Lessor a condition precedent to Lessee's assigning or subletting the Leased Premises is hereby deleted from the Lease and the following is substituted therefor:

"12. The Lessor hereby consents to Lessee's subletting the Leased Premises to Stanley's Cafeteria, Inc. (but Lessor does not recognize, acknowledge or approve any specific covenants,

terms or conditions of said sublease) and, further, after June 25, 1976, Lessee shall have the right to assign this Lease or any portion of the term thereof, or sublet the Leased Premises (said assignment or sublease not to extend beyond December 31, 1985) to a reputable cafeteria operation without the prior written consent of Lessor. It is understood that the terms and conditions of any assignment or sublease made by Lessee shall not be recognized, acknowledged or approved by Lessor and, further, that notwithstanding any such assignment or sublease, Lessee shall remain primarily liable for the full, faithful and complete performance of this Lease (including payment of all rentals) and Lessor shall look solely to Lessee for such performance."

Any and all other reference in the Lease to Lessee's right to assign or sublease (including paragraph 12.(a) concerning subleasing during option periods) are hereby deleted in their entirety from the Lease.

2. Paragraph 2. of the Lease, captioned Term, shall be and is hereby deleted in its entirety and the following paragraph is substituted therefor:

Term "The term of this Lease shall be for a period of thirty-five (35) years, to commence on January 1, 1951, and end on December 31, 1985. This Lease shall terminate on December 31, 1985, and Lessee shall not have any renewal options."

3. Paragraph 3. of the Lease, captioned Renewal, shall be and is hereby deleted in its entirety from the Lease.

Any and all other references in the Lease to renewal or extension periods are hereby deleted in their entirety from the Lease.

4. Paragraph 4(a), captioned Rent, is hereby deleted in its entirety and

the following paragraph substituted therefor:

Rent "4.(a) Lessee hereby covenants and agrees to pay to the Lessor as the minimum annual rent for said premises during the initial twenty (20) year term, Thirty Thousand Dollars (\$30,000), plus five per cent (5%) of the gross sales in excess of Five Hundred Thousand Dollars (\$500,000); and, Twenty-Five Thousand Dollars (\$25,000) minimum annual rent, plus five and one-half per cent (5 1/2%) of the gross sales in excess of \$500,000 through December 31, 1976; and Twenty-Five Thousand Dollars (\$25,000) minimum annual rent, plus six per cent (6%) of the gross sales in excess of \$500,000 from January 1, 1977 through December 31, 1985 when this Lease shall terminate; said minimum rents to be paid in advance in installments of Two Thousand Three Hundred and Seven Dollars and 69/100 (\$2,307.69) during the initial twenty-year term, and of One Thousand Nine Hundred and Twenty-Three Dollars and 08/100 (\$1,923.08) through December 31, 1985, on or before the beginning of each of Lessee's four-week accounting periods, there being thirteen (13) such periods in each calendar year. Within forty-five (45) days following the close of each lease year, the Lessee will furnish to the Lessor a statement of an independent certified accountant setting forth the gross sales for the lease year ended, and any percentage rental due shall accompany such statement".

5. The following sentence shall be added as the last sentence of Paragraph 7. of the Lease, captioned "Gross Sales" Defined: "The term "Gross Sales" as de-

fined in this paragraph shall be applicable regardless of who is occupying the Leased Premises (including Lessee or any subleasee or assignee of Lessee).

In all other respects the Lease is ratified and confirmed.

MARRIOTT CORPORATION, (successor by merger to It is expressly agreed by/Hot Shoppes of Richmond, Inc.) that the execution of this Lease Amendment by Southwestern Life Insurance Company does not constitute a waiver of any past or future defaults under the Lease.

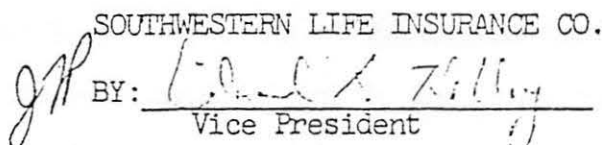
IN WITNESS WHEREOF, the parties hereto have caused this Lease Amendment to be signed by their duly authorized officer, attested by their respective secretaries and their corporate seals affixed hereto, all done as of the dates written below.

ATTEST:

LESSOR:

DATE:


Asst. Secretary

SOUTHWESTERN LIFE INSURANCE CO.
BY: 
Vice President


June 24, 1976

ATTEST:

LESSEE: MARRIOTT CORPORATION
Successor by merger to
HOT SHOPPES OF RICHMOND, INC.

DATE:


Asst. Secretary

BY: 
Vice President

June 29, 1976

THIS SUBLEASE, hereinafter designated as the "Sublease", made this 1st day of July, 1976, by and between MARRIOTT CORPORATION, a Delaware corporation with a principal business office at 5161 River Road, Washington, D.C. 20016 (Bethesda, Maryland), hereinafter designated as the Sublessor, and STANLEY'S CAFETERIA, INC., a Virginia corporation, with principal business address at hereinafter designated as the Sublessee;

W I T N E S S E T H



WHEREAS, pursuant to that certain lease (the "Lease") dated the 24th day of April, 1950, by and between Grace Street Parking as Lessor and Hot Shoppes of Richmond, Inc., as Lessee and the subsequent merger, on December 14, 1974 of Hot Shoppes of Richmond, Inc., into MARRIOTT CORPORATION, (a copy of said Lease and any applicable amendments thereto having been submitted to and now being in the possession of Sublessee herein receipt of which by Sublessee is hereby acknowledged) the Sublessor herein is the leasehold owner of the premises located at Seventh and Grace Street, Richmond, Virginia, as more particularly described in the Lease, and designated hereinafter as the "Leased Premises"; and

WHEREAS, Sublessor desires to sublet unto Sublessee and Sublessee desires to take and lease from Sublessor the aforesaid Leased Premises together with any and all improvements thereon and the items of furniture, fixtures, furnishings and trade equipment owned by the Sublessor and located upon the said Leased Premises except for Sublessor's trademark items and teletype machine;

NOW, THEREFORE, in consideration of the premises and the rentals hereinafter reserved and the mutual covenants and agreements herein contained, the Sublessor has agreed to sublease and does hereby demise and sublet unto the Sublessee, and Sublessee has agreed to hire and take and does hereby sublet from the Sublessor, the aforesaid Leased Premises together with any Leasehold Improvements now or hereafter constructed thereon and all items of furniture, fixtures, furnishings and trade equipment except Sublessor's trademark items and teletype machine located in the Leased Premises at the time of the Sublease, to have and to hold all of the same unto the Sublessee, its successors and assigns, for the term, at the rentals, and upon the conditions hereinafter set forth:

1. Subordinate to Lease. It is understood and agreed that this is a Sublease and subject and subordinate in all respects to said Lease. Sublessee covenants and agrees that for and during the term of this Sublease and any renewals thereof it will, in addition to any and all other requirements of this Sublease and except to the extent otherwise specifically herein provided, be bound by, and will assume and be responsible for, the prompt and faithful performance, or discharge of, each and every obligation, covenant, and agreement which by the express terms and conditions of the said Lease are the responsibility of, or binding upon, the Lessee thereunder, including but not limited to the payment of all rentals and other charges to be paid by Lessee under the Lease.

It is understood and agreed between Sublessor and Sublessee that notwithstanding the provisions of Section 4(a) of the Basic Lease with respect to percentage rent, the percentage rent payable during the entire term of this Sublease shall be six percent (6%) of the gross sales in excess of Five Hundred Thousand Dollars (\$500,000).

It is agreed that Sublessor shall remain fully liable for performance under the Lease to the end of the initial term on December 31, 1985. Sublessor shall not be liable for performance under the Lease and shall be relieved of all further rights and obligations of any kind with respect to the Leased Premises in the event Sublessee shall negotiate with the Landlord under the Basic Lease for any extension of this Lease.

(2) - Term. The initial term of this Sublease shall commence on July 1, 1976 or five (5) days after the date Sublessee gives Sublessor notice to vacate as hereinafter provided, whichever date shall last occur, but in any event not later than July 30, 1976, and terminate at midnight on the 31st day of December, 1985. Rental payments to commence on August 1, 1976.

3. Purchase Price. The purchase price payable to Sublessor by Sublessee for the furnishings, furniture, fixtures and trade equipment being transferred hereunder shall be Sixty Two Thousand (\$62,000) Dollars. Said Purchase Price shall be paid as follows:

(a) Twelve Thousand Five Hundred Dollars (\$12,500) cash on July 1, 1976. Sublessor shall pay, out of the proceeds of this \$12,500, Five Thousand Dollars (\$5,000) to

Morton G. Tholheimer, Inc. as a brokerage commission.

(b) The balance due of \$49,500 shall bear interest at the rate of eight percent (8%) per annum on the unpaid principal balance and shall be payable in consecutive monthly installments of Six Hundred Dollars and six cents (\$600.06) per month for fifty-nine months commencing on Sept. 1, 1976, with the entire unpaid balance due and payable on the sixtieth (60th) month. At the option of Sublessor, Sublessee shall sign a Promissory Note and Purchase Money Mortgage to secure the balance of \$49,500.

Sublessor shall give sublessee a Bill of Sale for the furniture, furnishings, fixtures and equipment transferred. All payments on the Purchase Price shall be paid to Sublessor as provided in the Notice Section.

4. Place and Method of Payment of Rent and Additional Charges.

All rental and other payments due from the Sublessee under the Lease shall be made to the Sublessor.

5. Conditions of the Sublease. In addition to the other terms and provisions of this Agreement, the Sublease

(3) - shall be conditioned upon the following:

(a) Landlord's Approval. This Sublease shall not be effective, and the parties shall have no obligation hereunder, unless and until the Lessor has approved the Sublease.

(b) Licenses. Sublessee shall have been able, as of the date of closing, to obtain or be assured of

the issuance and/or continuation of all licenses and permits needed to operate the demised premises as a cafeteria. Sublessee shall promptly make a bona fide effort to obtain all such licenses and permits and Sublessor agrees to cooperate whenever necessary and possible in obtaining the same. Sublessee shall immediately notify Sublessor when any required permit or license has been denied. All such licenses and permits shall be the responsibility of Sublessee who shall also bear the cost thereof.

- (c) Inventory. An inventory of the Leased Premises shall be jointly made by Sublessor and Sublessee and both shall have accepted the inventory by signing the same, said inventory shall be completed as of the time of closing.
- (d) Sign. Sublessee shall promptly seek and have obtained, or be assured of obtaining, as of the date of closing, a permit permitting the change of the existing sign on the Leased Premises to a sign bearing Sublessee's name.
- (e) Continuous Operation. Sublessor shall continuously operate the Leased Premises as a cafeteria until Sublessee takes over or until July 30, 1976, whichever shall first occur.
- (f) Utilities. All utilities serving the Leased Premises shall have been transferred to Sublessee's name and account as of the date Sublessee takes over.
- (g) Proof of Payment. Sublessor shall provide Sublessee with

(4) — adequate proof of payment of all charges which are the responsibility of Lessee under the Lease, including, but not limited to, all rent, utilities and taxes as of the date of closing, or the date Sublessee takes over, and supplies. Any food or supplies in the Leased Premises as of the time of closing or the time Sublessee takes over, whichever shall last occur, may, at the option of Sublessee, be purchased by Sublessor at actual cost. If not so purchased, the same shall remain the property of Sublessor and may be removed.

- (i) West Broad Street Property. This Agreement is contingent upon the simultaneous subleasing by the Sublessor and Sublessee herein of the property at 3410 West Broad Street, Richmond, Virginia.
- (j) Temporary Operation. Sublessor shall, upon request of Sublessee, continue to operate the Leased Premises for Sublessor's account for a period of not to exceed thirty (30) days after closing. Within five (5) days after receipt of written notice to vacate during this 30 day period, the premises shall be turned over to Sublessee. The purpose of this provision is to give Sublessee time to prepare for opening. It is agreed that nothing herein shall be construed to require Sublessor to continue operation after July 30, 1976 or to relieve Sublessee of responsibility under this Sublease or the Lease dated April 24, 1950, assuming

all other conditions herein have been fulfilled.

6. Closing. Closing as used in the sublease agreement shall be held on July 1, 1976 in the offices of Sublessor unless the parties agree otherwise in writing. Possession shall be transferred at closing or as provided in Section 5(j) above.

7. Condition of Premises. The Leased Premises shall be turned over and accepted in an "as is" condition. All furniture, fixtures and equipment shall be in good working order but it is expressly understood that there is no other or further warranty of the premises or the furniture, furnishings, fixtures or equipment, expressed or implied. herein contained, it is expressly understood that the Sublessor shall not be construed or held to be a partner or associate of Sublessee in the conduct of its business, it being expressly understood and agreed that the relationship between the parties hereto is and shall at all times remain that of landlord and tenant.

9. Use and Occupancy. Sublessee covenants and agrees to conform to the provisions of the Lease with respect to use and occupancy of the Leased Premises, hereby agreeing to use the same only for the purposes and subject to the limitations, if any, as are set forth in said Lease.

10. Trade Equipment. Sublessee shall be permitted to install such additional trade equipment as is necessary in the conduct of its business on the Leased Premises. Sublessor acknowledges that some of the trade equipment, furniture,

and fixtures (the "Leased Trade Equipment") now or hereafter to be installed in and used by Sublessee in the Leased Premises may be owned by an equipment rental company (hereinafter designated as "Equipment Lessor") and rented to Sublessee either directly from the Equipment Lessor or by way of an Equipment Sublease or assignment of equipment lease from an Equipment Sublessor; and the Sublessor hereby agrees to recognize the rights therein of any such Equipment Lessor or Sublessor (or assignee thereof).

11. Equipment Removal. The Sublessor agrees that all such items of Leased Trade Equipment installed or to be installed on the real property constituting the Leased Premises shall be and remain personal property and not real property notwithstanding the fact that the same may be nailed or screwed or otherwise attached or affixed to such real property and further agrees to recognize the rights therein of any such Equipment Lessor or Sublessor (or assignee). Provided it is not then in default, Sublessee shall have the right at any time to remove or replace any and all such Trade Equipment regardless of whether annexed or attached to the Leased Premises, and to the extent of their Sublessor (or assignee) shall also have such a right, PROVIDED, HOWEVER, that any damage to the Leased Premises caused by such a removal shall be repaired by and at the expense of Sublessee.

12. No Liens. Sublessee agrees and covenants to keep the Leased Premises free of all liens and encumbrances of any kind and in no way bind or cause to be bound the interest of Sublessor, Sublessor's underlying fee owner Landlord or

any other interest in the Leased Premises.

13. Public Liability. Sublessee shall carry, at its own cost, Comprehensive Public Liability Insurance as required under the Lease and shall, further, name Sublessor and Lessor as co-insureds. Sublessee shall indemnify and hold harmless the Sublessor as well as the Sublessor's landlord from and against all claims for injuries and death and property damage sustained by persons or property while on the Leased Premises, and shall furnish to Sublessor upon the execution of this Sublease, a certificate showing such insurance to be in effect with a recognized and reputable insurance company acceptable to Sublessor. Such certificate shall include a provision for ten (10) days advance written notice to the Sublessor in the event of any pending change or cancellation of such insurance. If the Sublessee shall fail to maintain such insurance, the Sublessor may, at its election, procure the same, and collect the cost thereof from Sublessee.

14. Subletting, Assigning. Sublessor shall have no right, and shall not, sublet the premises or assign this Sublease without the prior written approval of Sublessor.

15. Sublessor's Right to Perform for Sublessee. It is agreed that if Sublessee shall make default in the performance of any covenant or condition of this Sublease or the Lease, the Sublessor may, at its option, after five (5) days' written notice to Sublessee to remedy such default, make performance for the Sublessee and, for that purpose, advance such amounts as may be reasonably necessary, and any

money paid by the Sublessor by reason of the failure of Sublessee to comply with any covenant, agreement, obligation or provision of this Sublease or of the Lease, or in defending any action to which Sublessor may be subject by reason of such failure, or by reason of this Sublease, shall be due and payable from Sublessee to Sublessor on demand.

16. Defaults. If Sublessee shall neglect or fail to perform or observe any of Sublessee's covenants herein, subject to notice as provided in this Sublease, the Sublessor lawfully may, immediately or at any time thereafter and without demand or notice, enter upon the Leased Premises or any part thereof in the name of the whole and repossess the same as of the Sublessor's former estate and expel Sublessee and those claiming through or under Sublessee and remove their effects, forcibly if necessary, without being deemed guilty of any manner of trespass and without prejudice to any remedies which might otherwise be used for arrears or rent or preceding breach of covenants, and upon such entry, this Sublease, at the option of the Sublessor, shall terminate, and Sublessor shall be permitted, notwithstanding such termination, to recover from Sublessee all costs, expenses and damages incurred by Sublessor, including all rentals and other payments under the Lease, as a result of such default.

17. Surrender of Possession. Sublessee shall, on or before the last day of the term hereby granted or of any extended term, or upon the sooner termination of this Sublease, peaceably and quietly leave, surrender, and yield up unto the Sublessor all and singular the Leased Premises, together

with all alterations, additions, and replacements thereon, free of sub-tenancies, broom clean and in good order and condition except for reasonable wear and tear thereof, and damage caused by insurrection, riot, invasion, commotion or acts of military power.

(8) — 18. Quiet Possession. The Sublessor covenants that it has the full right to make this Sublease, and that if and so long as Sublessee shall not be in default hereunder, Sublessee shall quietly hold, occupy, and enjoy the Leased Premises during all of the term, without hindrance, ejection, or molestation by the Sublessor or any party claiming under the Sublessor; and that the premises comply with the laws, ordinances, and requirements pertaining to the use of same for the purposes herein authorized at the date hereof.

19. Sublessor's Right to Inspect. The Sublessor or its agents shall have access to said Leased Premises at any and all reasonable times for the purpose of protecting the said Leased Premises against fire, for the prevention of damage or injury to the said Leased Premises, or for the purpose of inspecting the same.

20. Notices. All notices required under this Sublease shall be deemed to be properly served if sent by United States registered or certified mail, postage prepaid (a) if to Sublessor, addressed to the Sublessor at 5161 River Road, Washington, D.C. 20016, or at such other address as the Sublessor may have from time to time designated by written notice to Sublessee and (b) if the Sublessee, addressed to

Sublessee at Stanley's Cafeteria, Inc., 609 East Grace Street, Richmond, Virginia, or at such other address as Sublessee may have designated from time to time by written notice to the Sublessor. The date of service of such notices shall be the date such notices are deposited in any United States Post Office.

21. Successors and Assigns. This agreement shall be binding upon and shall inure to the benefit of the parties hereto and to their respective heirs, personal representatives, successors, and assigns.

22. Entire Agreement. This instrument contains all the agreements and conditions made between the parties hereto and may not be modified orally or in any other manner than by an agreement in writing, signed by all the parties hereto or their respective successors in interest.

(9) — these presents to be signed by ^{Robert E. Keenler} ~~Robert E. Keenler~~, its Vice President, and its corporate seal to be hereunto affixed, attested by ^{Wanda Starling} ~~Robert E. Keenler~~, its Secretary, and does hereby constitute and appoint ^{Gary Wilson} ~~Robert E. Keenler~~ its true and lawful attorney-in-fact for it, and in its name to acknowledge and deliver the presents as its act and deed; and Stanley's Cafeteria, Inc., has caused these presents to be signed by ^{Michael Glazer} ~~Michael Glazer~~ its President, and its corporate seal to be hereunto affixed, attested by ^{Thomas Brooker} ~~Thomas Brooker~~, its Secretary, and does hereby constitute and appoint its true and lawful attorney-in-fact for it, and in its name to acknowledge and deliver these presents as its

act and deed, all upon the day and year first hereinabove
written.

ATTEST:

By *M. A. Steiner*
Secretary

MARRIOTT CORPORATION

By *Conrad*
Vice President

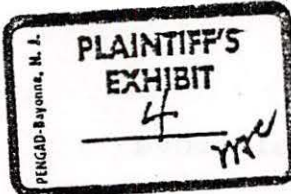
ATTEST:

By *Samuel P. Glick*
Secretary

STANLEY'S CAFETERIA, INC.

By *Michael Glazer*
President

(10) -



9033

BOOK 742 PAGE 1046

THIS DEED, Made this 26th day of September, 1978, by and between SOUTHWESTERN LIFE INSURANCE COMPANY, a Texas Corporation, first party; RICHMOND GRACE ST. ASSOCIATES, a Virginia limited partnership, second party; and TOWER CONSTRUCTION COMPANY, a Virginia general partnership, third party.

W I T N E S S E T H :

That for and in consideration of the sum of Ten Dollars (\$10.00) cash in hand paid by the second party to the first party and other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the first party does hereby grant and convey with Special Warranty unto RICHMOND GRACE ST. ASSOCIATES, second party, the real estate described on Schedule "A" attached hereto, initialed by the first party, and by this reference made a part hereof.

This conveyance is made expressly subject to all easements, restrictions, covenants and agreements of record applicable to the property hereby conveyed.

Third party joins in this deed to convey to the second party whatever right, title and interest it may have in the real estate conveyed hereby by virtue of an unrecorded contract for the purchase of said real estate dated April 21, 1978.

WITNESS the following authorized signatures and seals.

SOUTHWESTERN LIFE INSURANCE COMPANY

BY

Robert C. Johnson
President

ATTEST:

William C. Porter
Assistant Secretary

TOWER CONSTRUCTION COMPANY

By [Signature]
General PartnerBy Ronald D. Alberson
General Partner

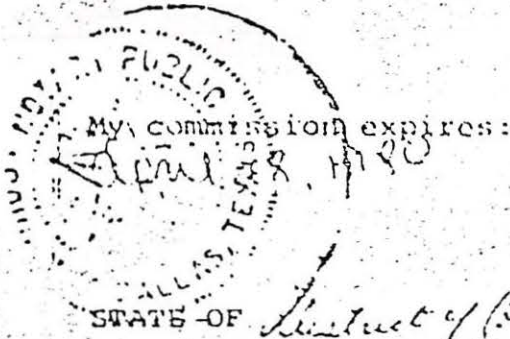
STATE OF TEXAS

COUNTY OF DALLAS, to-wit:

I, the undersigned, a Notary Public in and for the jurisdiction aforesaid, do hereby certify that Ben P. Alberson and James J. Porter, whose names, as officers of Southwestern Life Insurance Company, are signed to the foregoing writing bearing date of September 26, 1978, have acknowledged before me, in my jurisdiction aforesaid, their signatures and their authority to sign this instrument on behalf of Southwestern Life Insurance Company.

Given under my hand this 27 day of September 1978.

[Signature]
Notary Public
EAM. ELLIOTT

STATE OF District of Columbia
CITY/COUNTY OF _____, to-wit:

I, Stacy C. Linder, a Notary Public for the jurisdiction aforesaid do hereby certify that Albert Alberson, whose name is signed to the foregoing deed has acknowledged the same before me and has further acknowledged



that he is a general partner of Tower Construction Company.

Given under my hand this 29th day of September, 1978.

Doris C. Lowder
Notary Public

My commission expires: July 31, 1981

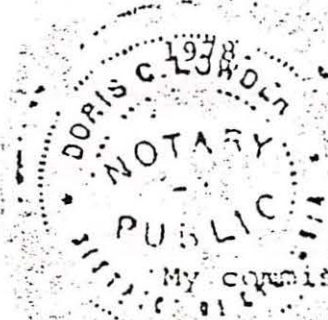
BOOK 742 PAGE 1848

~~State of~~ District of Columbia

CITY/COUNTY OF _____, to-wit:

I, Doris C. Lowder, a Notary Public for the jurisdiction aforesaid do hereby certify that Ronald S. Abrahamson, whose name is signed to the foregoing deed has acknowledged the same before me and has further acknowledged that he is a general partner of Tower Construction Company.

Given under my hand this 29th day of September,



Doris C. Lowder
Notary Public

My commission expires: July 31, 1981

Schedule "A"

ALL that certain parcel of land with improvements thereon and appurtenances thereto belonging, lying and being in the City of Richmond, Virginia, and more particularly shown as Parcel "A" on a Plat of Survey by Chas. H. Fleet & Assocs. dated Aug. 29, 1978, attached hereto and made a part hereof, to which plat reference is hereby made for a more particular description of the property herein conveyed, said Parcel "A" being described as follows:

BEGINNING at a spike located at the intersection of the northern line of E. Franklin Street and the eastern line of N. 6th Street, and thence from said point of beginning along and with said eastern line of 6th Street, North $37^{\circ} 01' 24''$ East, 327.11 feet to a spike marking the intersection of the said eastern line of N. 6th Street with the southern line of E. Grace Street; thence from said spike along and with the said southern line of E. Grace Street, South $52^{\circ} 59' 41''$ East, 260.77 feet to a spike marking the intersection of the said southern line of E. Grace Street with the western line of N. 7th Street; thence along and with the said western line of N. 7th Street, South $37^{\circ} 05' 07''$ West, 164.37 feet to a point marking the north face of the wall of No. 116 N. 7th Street; thence along the north face of the wall of No. 116 N. 7th Street and thereafter continuing, North $52^{\circ} 32' 38''$ West, 100.40 feet to a point in the wall of the building located on the property herein described; thence North $53^{\circ} 08' 31''$ West, 29.31 feet to a point; thence South $37^{\circ} 01' 24''$ West, 163.27 feet to a cross cut in the northern line of E. Franklin Street; thence along and with the said northern line of E. Franklin Street, North $53^{\circ} 05' 10''$ West, 130.92 feet to a spike marking the point of beginning.

BEING the same property conveyed to Southwestern Life Insurance Company by deed from Grace Street Parking, Incorporated, dated December 30, 1971, and recorded in the Clerk's Office, Circuit Court of the City of Richmond, Division I (formerly Clerk's Office, Chancery Court, City of Richmond, Virginia) in Deed Book 683-D, page 448.

I, James T. Porter, Assistant Secretary of Southwestern Life Insurance Company, do hereby certify that the following is a true and correct copy of a resolution adopted by the Executive Committee of the Board of Directors of Southwestern Life Insurance Company at a meeting of said Executive Committee held on the 9th day of September, 1971, and that such resolution is in full force and effect:

BE IT RESOLVED, that either the President, Executive Vice President, any Senior Vice President, Vice President-Mortgages, Vice President and General Counsel or Vice President and Associate General Counsel of the Company, be, and each of them is hereby, empowered and authorized to sell any real property or personal property now or at any time hereafter owned by the Company other than the Home Office Building property and the property located immediately adjacent thereto, at such price or prices and upon such terms as he may determine to be for the best interest of the Company; and each of them is authorized to execute in the name of the Company deeds or any other instrument necessary to convey any property so sold; and each of them is hereby also authorized to execute any lease, including any oil, gas or mineral lease, on any property now or at any time hereafter owned by the Company, for such period and upon such terms as he may determine to be in the best interest of the Company.

I further certify that Ben P. Denman is the duly elected President of Southwestern Life Insurance Company.

GIVEN UNDER MY HAND AND SEAL OF OFFICE this 26th day of September 19 78.



James T. Porter
Assistant Secretary

STATE OF TEXAS X

COUNTY OF DALLAS X

BEFORE ME, the undersigned authority, a Notary Public in and for said County and State, on this day personally appeared James T. Porter, Assistant Secretary of Southwestern Life Insurance Company, known to me to be

the person whose name is subscribed to the foregoing instrument, and acknowledged to me that he executed the same for the purposes and consideration therein expressed and in the capacity therein stated.

GIVEN UNDER MY HAND AND SEAL OF OFFICE this 27 day of September 1978.

Pam Elliott

Notary Public, Dallas County, Texas

PAM ELLIOTT

Book 742 Page 181

See Also Book 32 Page 10

VIRGINIA: IN THE CLERK'S OFFICE OF THE CIRCUIT COURT OF THE CITY OF RICHMOND, DIVISION I.

This deed was presented, and, with the Certificate annexed, admitted to record on

SEP 29 1978 at 3:15 o'clock P.M.

Clerk's Fee 18.00
Transfer Fee 1.00
State Tax 4900.00
City Tax 1.650.00
Grantor's Tax 3.400.00
Total 9.910.00

Teste:

File, Christian & Barton

Edward G. Kidd

Clerk

A Copy,

Teste: EDWARD G. KIDD, Clerk.

By *Brenda Headley* D.C.

12-28-79
Pase

October 25, 1979



RE: Stanley's Cafeteria, Inc.

<u>Check No.</u>	<u>Date</u>	<u>Period Covered</u>	<u>Amount</u>
0677	2/24/79	Oct., Nov., Dec. '78 Jan. '79	\$ 860.00
0760	3/21/79	February '79	215.00
0845	4/19/79	March '79	215.00
0921	5/16/79	April '79	215.00
1026	6/21/79	May '79	215.00
1125	7/17/79	June '79	215.00
1195	8/15/79	July '79	215.00
1291	9/18/79	August '79	215.00
33	10/17/79	September '79	215.00
CODE 5191 - TOTAL OCT 78 - SEPT 79			2,580.00
1394	11/13/79	OCT 79	215.00
1455	12/07/79	Nov 79	215.00
			3,010.00
1531	2/12/80	December '79	215.00
1593	2/21/80	January '80	215.00
1679	3/20/80	February '80	215.00
1752	5/1/80	March '80	215.00
1802	5/6/80	April '80	215.00
1872	6/4/80	May '80	215.00
1976	7/15/80	June '80	215.00
			<u>215.00</u>
			\$ 4,515.00

25, 1)

Southern Fuel Oils, Inc.

1802 ELLEN ROAD • P.O. BOX 5688

RICHMOND, VIRGINIA 23220

Sold To

50043-01
Richmond Garce Street Associates
% Tower Construction Co.
1707 L. Street, NW
Washington, DC 20036

TERMS: NET 10 DAYS

ORDER NO. Del. to 7th & Grace Sts.

DATE

10-17-78

INVOICE NO.	DATE SHIPPED	DESCRIPTION	AMOUNT
24449	10-09-78	.6000 GAL. NO. 2 OIL @ .4130 PER GAL.	2,478.00
		TAX	99.12
		GAL. NO. OIL @ PER GAL.	
		TAX	
		GAL. NO. OIL @ PER GAL.	
		TAX	
		GAL. NO. OIL @ PER GAL.	
		TAX	
		GAL. NO. OIL @ PER GAL.	
		TAX	
		TOTAL	\$2,577.12

[Signature]

LBS. OR GALS.
NET

PHONE
355-8023

SOUTHERN FUEL OILS, INC.
1802 ELLEN ROAD • RICHMOND, VA. 23220

24449

SHIPPER'S NO.

WEIGHT OR METERS GALLONS

SHIPPER - <i>5004301</i> <i>Fin. Fuel Oil</i>		SHIPPING ORIGIN -	
CONSIGNEE - <i>Richmond Grace Street Associates</i>		DESTINATION - <i>74 & Grace Streets</i>	
DATE SHIPPED <i>10-9-78</i>	CUSTOMER ORDER NO.	WGT. PER GAL.	TRACTOR NO. <i>184</i>
			TRAILER NO. <i>174</i>
TANK NUMBER	PROJECT NUMBER	SEAL NUMBER	UNLOADING TIME IN TIME OUT M M
GROSS GALS.	COMMODITY	Loading Temp.	NET GALS.
<i>6000 #2</i>			<i>6000</i>
			<i>4230</i>
			<i>2478.00</i>
SALES TAX			<i>99.12</i>
TOTAL			<i>2577.12</i>
LOADER	DRIVER <i>JACKSON</i>	RECEIVED BY	

OFFICE COPY

35

Sold To

50043-01
Richmond Grace Street Assoc.
% Tower Construction Co.
1707 L Street, NW
Washington, DC 20036

TERMS: NET 10 DAYS

ORDER NO. 7th & Grace Sts. (Richmond, Va.)

DATE

11-29-78

INVOICE NO.	DATE SHIPPED	DESCRIPTION	AMOUNT
33332	11-27-78	6000 GAL. NO. 2 OIL @ .4330 PER GAL.	2,598.00
		TAX	103.92
		GAL. NO. OIL @ PER GAL.	
		TAX	
		GAL. NO. OIL @ PER GAL.	
		TAX	
		GAL. NO. OIL @ PER GAL.	
		TAX	
		GAL. NO. OIL @ PER GAL.	
		TAX	
		TOTAL	\$2,701.92

LBS. OR GALS.
NET

PHONE
355-8023

SOUTHERN FUEL OILS, INC.
1802 ELLEN ROAD • RICHMOND, VA. 23220

33332

SHIPPER'S NO.
006628

SHIPPER - RICHMOND GRACE STREET ASSOC 7th & Grace Sts. 50043-01		SHIPPING ORIGIN - NO 2 OIL 10000	
CONSIGNEE - DELIVER AS PER 6 PM GET TICKET SIGNED		DESTINATION -	
DATE SHIPPED 11-27-78	CUSTOMER ORDER NO.	WGT. PER GAL.	TRACTOR NO. 307
TANK NUMBER	PROJECT NUMBER	SEAL NUMBER	TRAILER NO. 41
GROSS GALS. 6000	COMMODITY #2	LOADING TEMP.	NET GALS. 6000
			RATE .4330
			TOTAL 2598.00
			SALES TAX 103.92
TOTAL			2701.92

LOADER

DRIVER

RECEIVED BY

139

140

1802 ELLEN ROAD • P.O. BOX 5688
RICHMOND, VIRGINIA 23220

Sold To Richmond Grace Street Associates 5004301
% Tower Construction Co.
1707 L. Street N. W.
Washington, D. C. 20036

Corrected Invoice

TERMS: NET 10 DAYS

ORDER NO.

DATE 2-1-79

VOICE NO.	DATE SHIPPED	DESCRIPTION	AMOUNT
34272	1-09-79	6000 GAL. NO. 2 OIL @ 44.30 PER GAL.	2658.00
		TAX	106.32
		GAL. NO. OIL @ PER GAL.	
		TAX	
		GAL. NO. OIL @ PER GAL.	
		TAX	
		GAL. NO. OIL @ PER GAL.	
		TAX	
		GAL. NO. OIL @ PER GAL.	
		TAX	
		TOTAL	2764.32

2/8/79 *Processed*

PHONE
355-8023

SOUTHERN FUEL OILS, INC.
1802 ELLEN ROAD • RICHMOND, VA. 23220

34272

SHIPPER'S NO.
423427

WEIGHT OR METERED GALLONS LBS. OR GALS. NET	SHIPPER - 5004301		SHIPPING ORIGIN -	
	RICHMOND GRACE STREET ASSOC		NO 2 OIL	
	CONSIGNEE - T.H. & GRACE S.		LOCATION -	
	DELIVER AFTER 6 PM			
	DATE SHIPPED 1-9-79	CUSTOMER NO.	WGT. PER GAL.	TRACTOR NO. 184
	TANK NUMBER	PROJECT NUMBER	SEAL NUMBER	TRAILER NO. 169
	GROSS GALS. 6000	COMMODITY #2	NET GALS. 6000	RATE 45.33
			TOTAL 2717.80	
			SALES TAX 108.79	
			TOTAL 2826.59	

DAVINSON

OFFICE COPY

141

1802 ELLEN ROAD • P.O. BOX 5688

RICHMOND, VIRGINIA 23220

Sold To

Richmond Grace Street Associates
% Tower Construction Co.
1707 L. Street, N. W.
Washington, D. C. 20036

5004301

Corrected Invoice

TERMS: NET 10 DAYS

ORDER NO.

DATE 2-1-79

INVOICE NO.	DATE SHIPPED	DESCRIPTION				AMOUNT
34398	1-24-79	6000	GAL. NO. 2	OIL @ 44.30	PER GAL.	2658.00
					TAX	106.32
			GAL. NO.	OIL @	PER GAL.	
					TAX	
			GAL. NO.	OIL @	PER GAL.	
					TAX	
			GAL. NO.	OIL @	PER GAL.	
					TAX	
			GAL. NO.	OIL @	PER GAL.	
					TAX	
					TOTAL	2764.32

2/8/79 Processed

LBS. OR GALS.
NETPHONE
355-3023

SOUTHERN FUEL OILS, INC.
1802 ELLEN ROAD • RICHMOND, VA. 23220

34398

SHIPPER'S NO.

685292

SHIPPER - 5004301		SHIPPING ORIGIN -	
RICHMOND GRACE STREET ASSOC		NO 2 OIL	
CONSIGNEE - 7TH & GRACE ST.		10000	
DELIVER AFTER 6 PM		DESTINATION -	
DATE SHIPPED 1-24-79		GET TICKET SIGNED	
CUSTOMER ORDER NO.		WGT. PER GAL.	TRACTOR NO. 17
TANK NUMBER		PROJECT NUMBER	TRAILER NO. 170
SEAL NUMBER		UNLOADING TIME IN	M
TIME OUT		M	
GROSS GALS.	COMMODITY	Loading Temp.	NET GALS.
6000	# 2		6000
			4633
			2779.80
			TOTAL

142

SOUTHERN FUEL OILS INC

V4

P O BOX 5688
RICHMOND VA 23220

THIS IS YOUR INVOICE

360524

23310

2 15 79

ACCOUNT NO.

FOLD

DATE	INVOICE NO.	DESCRIPTION	QUANTITY	UNIT PRICE	EXTENSION	TAX	AMOUNT
02079		DELIVER TO 7TH & GRACE ST AFTER 6 PM PREV. BAL. FUEL OIL	49800	5490	273402	8964	49302
							2330.64

PLEASE PAY BY THIS INVOICE.
NO STATEMENT WILL BE RENDERED.TERMS: A FINANCE CHARGE is assessed on account balances over
30 days. FINANCE CHARGE is computed on the previous
balance less payments and credits appearing on your statement.ANNUAL PER-
CENTAGE RATEPERIODIC
RATE

INVOICE AMOUNT

2330.64

THANK YOU

RICHMOND GRACE ST ASSOCIATES
TOWER CONSTRUCTION CO
1707 L STREET N W
WASHINGTON D C 20036

SOUTHERN FUEL OILS INC

V4

P O BOX 5688
RICHMOND VA 23220

CUSTOMER'S COPY

LBS. OR GALS.
NETPHONE
355-8023SOUTHERN FUEL OILS, INC.
1802 ELLEN ROAD • RICHMOND, VA. 23220

33937

SHIPPER'S NO.

001028

SHIPPER - 23310		SHIPPING ORIGIN -	
RICHMOND GRACE STREET ASSOC		NO 2 OIL	
7TH & GRACE ST.		10000	
CONSIGNEE -		DESTINATION -	
DELIVER AFTER 6 PM			
GET TICKET SIGNED			
DATE SHIPPED	CUSTOMER ORDER NO.	WGT. PER GAL	TRACTOR NO.
7-7-79			W60
TANK NUMBER	PROJECT NUMBER	SEAL NUMBER	TRAILER NO.
			41
GROSS GALS.	COMMODITY	Loading Temp.	NET GALS.
5000 #2			4980.0
		SALES TAX	
CRAYTON		TOTAL	
LOADER	DRIVER	RECEIVED BY	

OFFICE COPY

SOUTHERN FUEL OILS

V4

541720

P/O BOX 5688
RICHMOND VA 23220

THIS IS YOUR INVOICE

23310

2 23 79

ACCOUNT NO.

FOLD

DATE	INVOICE NO.	DESCRIPTION	QUANTITY	UNIT PRICE	EXTENSION	TAX	AMOUNT
02189		DELIVER TO 7TH & GRACE ST AFTER 6 PM PREV. BAL. FUEL OIL	60000	4600	276000	11040	233034 287040
PLEASE PAY BY THIS INVOICE. NO STATEMENT WILL BE RENDERED.							

TERMS: A FINANCE CHARGE is assessed on account balances over
30 days. FINANCE CHARGE is computed on the previous

balance less payments and credits appearing on your statement.

RICHMOND GRACE ST ASSOCIATES
TOWER CONSTRUCTION CO
1707 L STREET N W
WASHINGTON D C 20036ANNUAL PER-
CENTAGE RATEPERIODIC
RATE

INVOICE NO.

-5201.04

THANK YOU

SOUTHERN FUEL OILS INC

V4

P O BOX 5688
RICHMOND VA 23220

CUSTOMER'S COPY

4600 per gal

PHONE
355-8023SOUTHERN FUEL OILS, INC.
1802 ELLEN ROAD • RICHMOND, VA. 23220

34149

SHIPPER'S NO.

001280

WEIGHT OR METERS GALLONS	SHIPPER 23310		SHIPPING ORIGIN -		
	RICHMOND GRACE ST ASSOC		NO 2 OIL		
	7TH & GRACE ST		10000		
	DELIVER AFTER 6 PM		DESTINATION -		
	GET TICKET SIGNED				
	DATE SHIPPED	CUSTOMER ORDER NO.	WGT. PER GAL	TRACTOR NO.	TRAILER NO.
	2-18-79			323	170
	TANK NUMBER	PROJECT NUMBER	SEAL NUMBER	UNLOADING TIME IN	M
				TIME OUT	M
	GROSS GALS.	COMMODITY	Loading Temp.	NET GALS.	RATE
6000	#2		6000	4600	
SALES TAX					
LOADER	DRIVER		RECEIVED BY		

OFFICE COPY

SOUTHERN FUEL OILS INC

V4

THIS IS YOUR INVOICE

497257

P O BOX 5688
RICHMOND VA 23220

23310

4 10 79

FOLD V

ACCOUNT NO.

DATE	INVOICE NO.	DESCRIPTION	QUANTITY	UNIT PRICE	TAX	AMOUNT
04059		DELIVER TO 7TH & GRACE ST AFTER 6 PM PREV. BAL. FUEL OIL	60000	4950	297000	11880
						308880

TERMS: A FINANCE CHARGE is assessed on account balances over
30 days. FINANCE CHARGE is computed on the previous
balance less payments and credits appearing on your statement.

ANNUAL PER-
CENTAGE RATEPERIODIC
RATE

THANK YOU

RICHMOND GRACE ST ASSOCIATES
TOWER CONSTRUCTION CO
1707 L STREET N W
WASHINGTON D C 20036

SOUTHERN FUEL OILS INC

V4

P O BOX 5688
RICHMOND VA 23220

CUSTOMER'S COPY

LBS. OR GALS.
NET

PHONE
355-8023

SOUTHERN FUEL OILS, INC.
1802 ELLEN ROAD • RICHMOND, VA. 23220

28464

SHIPPER'S NO.

SHIPPER - 23310 RICHMOND GRACE STREET ASSO		SHIPPING ORIGIN - NO 2 OIL	
CONSIGNEE - 7TH & GRACE ST. DELIVER AFTER 6 PM		LOCATION -	
DATE SHIPPED 4-5-79	CUSTOMER ORDER NO.	WGT. PER GAL.	TRACTOR NO. 323
TANK NUMBER	PROJECT NUMBER	SEAL NUMBER	TRAILER NO. 170
GROSS GALS. 6000	COMMODITY #2	NET GALS. 6000	RATE 49.50
SALES TAX			
LOADER	DRIVER TJ M	RECEIVED BY	

OFFICE COPY

VENDOR: _____ AUTHORIZED BY: _____
 P.O. NO. _____ ORDERED BY: _____ DATE: _____

BETTER BUSINESS FORMS, INC.

SOUTHERN FUEL OILS INC

V4

THIS IS YOUR INVOICE

535282

P O BOX 5688
 RICHMOND VA 23220

23310

3 12 79

ACCOUNT NO.

FOLD

DATE	INVOICE NO.	DESCRIPTION	QUANTITY	UNIT PRICE	EXTENSION	TAX	AMOUNT
		DELIVER TO 7TH & GRACE ST AFTER 6 PM					
		PREV. BAL.					5713.78
03089		FUEL OIL	50010	4775	238798	9552	248350
PLEASE PAY BY THIS INVOICE							
DATE OF PAYMENT WILL BE							

TERMS: A FINANCE CHARGE is assessed on account balances over
 30 days. FINANCE CHARGE is computed on the previous
 balance less payments and credits appearing on your statement.

RICHMOND GRACE ST ASSOCIATES
 TOWER CONSTRUCTION CO
 1707 L STREET N W
 WASHINGTON D C 20036

SOUTHERN FUEL OILS INC

V4

P O BOX 5688
 RICHMOND VA 23220

8197.26

THANK YOU

SOUTHERN FUEL OILS INC

V4

THIS IS YOUR INVOICE

499622

P O BOX 5688
 RICHMOND VA 23220

23310

4 12 79

ACCOUNT NO.

FOLD

DATE	INVOICE NO.	DESCRIPTION	QUANTITY	UNIT PRICE	EXTENSION	TAX	AMOUNT
		DELIVER TO 7TH & GRACE ST AFTER 6 PM					
		PREV. BAL.					00.
04129		FUEL OIL	60000	6200	372000	14830	386830

TERMS: A FINANCE CHARGE is assessed on account balances over
 30 days. FINANCE CHARGE is computed on the previous
 balance less payments and credits appearing on your statement.

RICHMOND GRACE ST ASSOCIATES
 TOWER CONSTRUCTION CO
 1707 L STREET N W
 WASHINGTON D C 20036

SOUTHERN FUEL OILS INC

V4

P O BOX 5688
 RICHMOND VA 23220

3868.80

THANK YOU

CUSTOMER'S COPY

SOUTHERN FUEL OILS INC V4
P O BOX 5688
RICHMOND VA 23220

THIS IS YOUR INVOICE

577252

23310	9 27 79	
ACCOUNT NO.		

FOLD V

DATE	INVOICE NO.	DESCRIPTION	QUANTITY	UNIT PRICE	EXTENSION	TAX	AMOUNT
		THIS INVOICE IS DUE UPON PRESENTATION DELIVER TO 7TH & GRACE ST AFTER 6 PM					
09059		PREV. BAL.					386880
		FUEL OIL	40000	8790	327600	13104	340704

TERMS: A FINANCE CHARGE is assessed on account balances over
30 days. FINANCE CHARGE is computed on the previous
balance less payments and credits appearing on your statement.

ANNUAL PER- CENTAGE RATE	PERIODIC RATE	
		6.25%
		461.76

THANK YOU

RICHMOND GRACE ST ASSOCIATES
TOWER CONSTRUCTION CO
1707 L STREET N W
WASHINGTON D C 20036

SOUTHERN FUEL OILS INC V4

P O BOX 5688
RICHMOND VA 23220

CUSTOMER'S COPY

Credit in over

SOUTHERN FUEL OILS INC V4
P O BOX 5688
RICHMOND VA 23220

THIS IS YOUR INVOICE

622735

23310	9 20 79	
ACCOUNT NO.		

FOLD V

DATE	INVOICE NO.	DESCRIPTION	QUANTITY	UNIT PRICE	EXTENSION	TAX	AMOUNT
		THIS INVOICE IS DUE UPON PRESENTATION DELIVER TO 7TH & GRACE ST AFTER 6 PM					
06129		PREV. BAL.					45276
9/11/79		FUEL OIL	40000	372000	14880		324880
			40000	8190	327600	13104	

TERMS: A FINANCE CHARGE is assessed on account balances over
30 days. FINANCE CHARGE is computed on the previous
balance less payments and credits appearing on your statement.

ANNUAL PER- CENTAGE RATE	PERIODIC RATE	
		3407.04

THANK YOU

RICHMOND GRACE ST ASSOCIATES
TOWER CONSTRUCTION CO
1707 L STREET N W
WASHINGTON D C 20036

SOUTHERN FUEL OILS INC V4

P O BOX 5688
RICHMOND VA 23220

CUSTOMER'S COPY

*See attached
invoice*

TERMS: NET 10 DAYS

LBS.
NET

PHONE
355-8023

SOUTHERN FUEL OILS, INC.
1802 ELLEN ROAD • RICHMOND, VA. 23220

32864

SHIPPER'S NO.

001237

SHIPPER - 25510		SHIPPING ORIGIN - NO 2 OIL	
CONSIGNEE - RICHMOND GRACE STREET ASSOC		10000 DESTINATION -	
7111 & GRACE ST.			
DELIVER AFTER 6 PM			
GET TICKET SIGNED			
DATE SHIPPED	CUSTOMER ORDER NO.	WGT. PER GAL.	TRACTOR NO.
9-5-79			326
TANK NUMBER	PROJECT NUMBER	SEAL NUMBER	TRAILER NO.
			52
GROSS GAL.		COMMODITY	UNLOADING TIME IN
6000		#2	TIME OUT
LOADING TEMP.		NET GAL.	
		4000	
RATE		TOTAL	
8190		3276.00	
SALES TAX			
		131.04	
TOTAL			
3407.04			
LOADER	DRIVER	RECEIVED BY	
	DAVIDSON		

OFFICE COPY

SOUTHERN FUEL OILS INC

V4

PAGE 1 OF 2
THIS IS YOUR INVOICE

784661

P O BOX 5688

RICHMOND VA 23220

6

23310

11 21 79

ACCOUNT NO.

FOLD V

DATE	INVOICE NO.	DESCRIPTION	QUANTITY	UNIT PRICE	EXTENSION	TAX	AMOUNT
THIS INVOICE IS DUE UPON PRESENTATION DELIVER TO 7TH & GRACE ST AFTER 6 PM							
		PREV. BAL.					890850
10119		FUEL OIL 2	18822	6700	126107	5044	131151
10119		FUEL OIL 2	38931	6700	260858	10454	271272
11219		FUEL OIL 2	18822	8490	159799	6392	166191

TERMS: A FINANCE CHARGE is assessed on account balances over
30 days. FINANCE CHARGE is computed on the previous
balance less payments and credits appearing on your statement.

ANNUAL PER-
CENTAGE RATEPERIODIC
RATE

THANK YOU

CONTINUED

RICHMOND GRACE ST ASSOCIATES
TOWER CONSTRUCTION CO
1707 L STREET N W
WASHINGTON D C 20036

SOUTHERN FUEL OILS INC

V4

P O BOX 5688
RICHMOND VA 23220

CUSTOMER'S COPY

14/5/79

Received

\$ 13 11.51
27 12.72

SOUTHERN FUEL OILS INC

V4

PAGE 2 OF 2
THIS IS YOUR INVOICE

784662

P O BOX 5688

RICHMOND VA 23220

6

23310

11 21 79

ACCOUNT NO.

FOLD V

DATE	INVOICE NO.	DESCRIPTION	QUANTITY	UNIT PRICE	EXTENSION	TAX	AMOUNT
11219		FUEL OIL 2	38931	8490	330524	13221	343785

TERMS: A FINANCE CHARGE is assessed on account balances over
30 days. FINANCE CHARGE is computed on the previous
balance less payments and credits appearing on your statement.

ANNUAL PER-
CENTAGE RATEPERIODIC
RATE

7833.37

THANK YOU

RICHMOND GRACE ST ASSOCIATES
TOWER CONSTRUCTION CO
1707 L STREET N W
WASHINGTON D C 20036

SOUTHERN FUEL OILS INC

V4

P O BOX 5688
RICHMOND VA 23220

CUSTOMER'S COPY

SOUTHERN FUEL OILS INC

V4

P O BOX 5688
RICHMOND VA 23220

THIS IS YOUR INVOICE

516099

23310

10 12 79

ACCOUNT NO.

FOLD 5

DATE	INVOICE NO.	DESCRIPTION	QUANTITY	UNIT PRICE	EXTENSION	TAX	AMOUNT
		THIS INVOICE IS DUE UPON PRESENTATION					
		DELIVER TO 7TH GRACE ST AFTER 6 PM					
		PREV. BAL					00
10119		FUEL OIL 2	18222	8490	159799	6392	166191
10119		FUEL OIL 2	38911	8490	330524	13221	343745

TERMS: A FINANCE CHARGE is assessed on account balances over
30 days. FINANCE CHARGE is computed on the previousbalance less payments and credits appearing on your statement.
RICHMOND GRACE ST ASSOCIATES
TOWER CONSTRUCTION CO
1707 L STREET N W
WASHINGTON D C 20036

FINANCE PER CENT RATE	PERIODIC RATE	FINANCE CHARGE
		5099.36

SOUTHERN FUEL OILS INC

THANK YOU

V4

P O BOX 5688
RICHMOND VA 23220

CUSTOMER'S COPY

SOUTHERN FUEL OILS INC

V4

THIS IS YOUR INVOICE

517016

P O BOX 5688
RICHMOND VA 23220

6 23310

10 24 79

FOLD 7

ACCOUNT NO.

DATE	INVOICE NO	DESCRIPTION	QUANTITY	UNIT PRICE	EXTENSION	TAX	AMOUNT
		THIS INVOICE IS DUE UPON PRESENTATION DELIVER TO 7TH GRACE ST AFTER 6 PM					
		PREV. BAL.					509536
10239		FUEL OIL 2	10106	8490	85800	3432	89232

TERMS: A FINANCE CHARGE is assessed on account balances over

30

days. FINANCE CHARGE is computed on the previous

balance less payments and credits appearing on your statement.

RICHMOND GRACE ST ASSOCIATES
TOWER CONSTRUCTION CO
1707 L STREET N W
WASHINGTON D C 20036

ANNUAL PER- CENTAGE RATE	PERIODIC RATE	FINANCE CHARGE
		5991.68

SOUTHERN FUEL OILS INC

V4

P O BOX 5688
RICHMOND VA 23220

THANK YOU

CUSTOMER'S COPY

SOUTHERN FUEL OILS INC

V4

THIS IS YOUR INVOICE

517345

P.O BOX 5688
RICHMOND VA 23220

6 23310

10 29 79

FOLD

ACCOUNT NO.

DATE	INVOICE NO	DESCRIPTION	QUANTITY	UNIT PRICE	EXTENSION	TAX	AMOUNT
		THIS INVOICE IS DUE UPON PRESENTATION DELIVER TO 7TH GRACE ST AFTER 6 PM					
		PREV. BAL.					5991.68
10269		FUEL OIL 2	5819	8640	50276	2011	52287

TERMS: A FINANCE CHARGE is assessed on account balances over

30

days. FINANCE CHARGE is computed on the previous

balance less payments and credits appearing on your statement.

RICHMOND GRACE ST ASSOCIATES
TOWER CONSTRUCTION CO
1707 L STREET N W
WASHINGTON D C 20036

ANNUAL PER- CENTAGE RATE	PERIODIC RATE	FINANCE CHARGE
		6514.55

SOUTHERN FUEL OILS INC

V4

P O BOX 5688
RICHMOND VA 23220

THANK YOU

CUSTOMER'S COPY

NET 10 DAYS

SOUTHERN FUEL OILS INC

V4

THIS IS YOUR INVOICE

500825

P O BOX 5688
RICHMOND VA 23220

6

23310

11 06 79

ACCOUNT NO.

FOLD

DATE	INVOICE NO	DESCRIPTION	QUANTITY	UNIT PRICE	EXTENSION	TAX	AMOUNT
		THIS INVOICE IS DUE UPON PRESENTATIO					
		DELIVER TO 7TH GRACE ST AFTER 6 PM					
		PREV. BAL.					651455
11029		FUEL OIL 2	8470	8640	73181	2927	76108

TERMS: A FINANCE CHARGE is assessed on account balances over
30 days. FINANCE CHARGE is computed on the previous
balance less payments and credits appearing on your statement.

ANNUAL PER-
CENTAGE RATEPERIODIC
RATE

7275.33

THANK YOU

RICHMOND GRACE ST ASSOCIATES
TOWER CONSTRUCTION CO
1707 L STREET N W
WASHINGTON D C 20036

SOUTHERN FUEL OILS INC

V4

P O BOX 5688
RICHMOND VA 23220

CUSTOMER'S COPY

SOUTHERN FUEL OILS INC

V4

THIS IS YOUR INVOICE

530086

P O BOX 5688
RICHMOND VA 23220

6

23310

11 09 79

ACCOUNT NO.

FOLD

DATE	INVOICE NO	DESCRIPTION	QUANTITY	UNIT PRICE	EXTENSION	TAX	AMOUNT
		THIS INVOICE IS DUE UPON PRESENTATIO					
		DELIVER TO 7TH GRACE ST AFTER 6 PM					
		PREV. BAL.					727563
11029		FUEL OIL 2	4893	8640	42276	1691	43987

TERMS: A FINANCE CHARGE is assessed on account balances over
30 days. FINANCE CHARGE is computed on the previous
balance less payments and credits appearing on your statement.

ANNUAL PER-
CENTAGE RATEPERIODIC
RATE

7715.30

THANK YOU

RICHMOND GRACE ST ASSOCIATES
TOWER CONSTRUCTION CO
1707 L STREET N W
WASHINGTON D C 20036

SOUTHERN FUEL OILS INC

V4

P O BOX 5688
RICHMOND VA 23220

CUSTOMER'S COPY

SOUTHERN FUEL OILS INC

V4

P O BOX 5688
RICHMOND VA 23220

THIS IS YOUR INVOICE

590189

6

23310

11

12

79

ACCOUNT NO.

FOLD

DATE	INVOICE NO.	DESCRIPTION	QUANTITY	UNIT PRICE	EXTENSION	TAX	AMOUNT
		THIS INVOICE IS DUE UPON PRESENTATION DELIVER TO 7TH GRADE ST AFTER 6 PM					
		PREV. BAL.					771530
11/09/79		FUEL OIL 2	5279	3640	45811	1824	47455

TERMS: A FINANCE CHARGE is assessed on account balances over
30 days. FINANCE CHARGE is computed on the previous

balance less payments and credits appearing on your statement.
RICHMOND GRACE ST ASSOCIATES
TOWER CONSTRUCTION CO
1707 L STREET N W
WASHINGTON D C 20036

ANNUAL PER- CENTAGE RATE	PERIODIC RATE	FINANCE CHARGE
		8189.65

SOUTHERN FUEL OILS INC

THANK YOU

V4

P O BOX 5688
RICHMOND VA 23220

CUSTOMER'S COPY

SOUTHERN FUEL OILS INC

V4

P O BOX 5688
RICHMOND VA 23220

THIS IS YOUR INVOICE

590545

6

23310

11

15

79

ACCOUNT NO.

FOLD

DATE	INVOICE NO.	DESCRIPTION	QUANTITY	UNIT PRICE	EXTENSION	TAX	AMOUNT
		THIS INVOICE IS DUE UPON PRESENTATION DELIVER TO 7TH & GRADE ST AFTER 6 PM					
		PREV. BAL.					818965
11/14/79		FUEL OIL 2	8000	3640	69120	2765	71855

TERMS: A FINANCE CHARGE is assessed on account balances over
30 days. FINANCE CHARGE is computed on the previous

balance less payments and credits appearing on your statement.
RICHMOND GRACE ST ASSOCIATES
TOWER CONSTRUCTION CO
1707 L STREET N W
WASHINGTON D C 20036

ANNUAL PER- CENTAGE RATE	PERIODIC RATE	FINANCE CHARGE
		8908.50

SOUTHERN FUEL OILS INC

THANK YOU

V4

P O BOX 5688
RICHMOND VA 23220

CUSTOMER'S COPY

SOUTHERN FUEL OILS INC

V4

THIS IS YOUR INVOICE

784842

P O BOX 5688

RICHMOND VA 23220

6

23310

ACCOUNT NO.

11

23

79

FOLD

DATE	INVOICE NO.	DESCRIPTION	QUANTITY	UNIT PRICE	EXTENSION	TAX	AMOUNT
		THIS INVOICE IS DUE UPON PRESENTATION DELIVER TO 7TH & GRACE ST AFTER 6 PM					
		PREV. BAL.					783337
11/21/79		FUEL OIL 2	6694	8640	57856-	2313-	60149-
		TERMS NET 10 DAYS					

TERMS: A FINANCE CHARGE is assessed on account balances over
30 days. FINANCE CHARGE is computed on the previous
balance less payments and credits appearing on your statement.

ANNUAL PER-
CENTAGE RATEPERIODIC
RATE

7231.88

THANK YOU

RICHMOND GRACE ST ASSOCIATES
TOWER CONSTRUCTION CO
1707 L STREET N W
WASHINGTON D C 20036

SOUTHERN FUEL OILS INC

V4

P O BOX 5688

RICHMOND VA 23220

CUSTOMER'S COPY

SOUTHERN FUEL OILS INC

V4

P O BOX 5688
RICHMOND VA 23220

THIS IS YOUR INVOICE

631182

6 23310

12 17 79

FOLD V

ACCOUNT NO.

DATE	INVOICE NO.	DESCRIPTION	QUANTITY	UNIT PRICE	EXTENSION	TAX	AMOUNT
		THIS INVOICE IS DUE UPON PRESENTATION DELIVER TO 7TH & GRACE ST AFTER 6 PM					
		PREV. BAL.					00
12149		FUEL OIL 2	31520	7835	246959	9878	256837

TERMS: A FINANCE CHARGE is assessed on account balances over
30 days. FINANCE CHARGE is computed on the previousANNUAL PER-
CENTAGE RATEPERIODIC
RATE

2568.37

balance less payments and credits appearing on your statement.
RICHMOND GRACE ST ASSOCIATES
TOWER CONSTRUCTION CO
1707 L STREET N W
WASHINGTON D C 20036

SOUTHERN FUEL OILS INC

THANK YOU

V4

P O BOX 5688
RICHMOND VA 23220

CUSTOMER'S COPY

LBS. OR GALS.
NETPHONE
355-8023SOUTHERN FUEL OILS, INC.
1802 ELLEN ROAD • RICHMOND, VA. 23220

21286

SHIPPER'S NO.

846070

SHIPPER -		RICHMOND GRACE STREET ASSOC		NO 2 OIL		SHIPPING ORIGIN -	
CONSIGNEE -		DELIVER AFTER 6 PM		7th & Grace St		DESTINATION -	
DATE SHIPPED	CUSTOMER ORDER NO.	WGT. PER GAL.	TRACTOR NO.	TRAILER NO.			
12-13-79			325	1712			
TANK NUMBER	PROJECT NUMBER	SEAL NUMBER	UNLOADING TIME IN	TIME OUT			
GROSS GALS.	COMMODITY	Loading Temp.	NET GALS.	RATE	TOTAL		
6000	#2		3152	7835	2469.60		
					SALES TAX	98.79	
					TOTAL	2568.39	
LOADER		DRIVER		RECEIVED BY			

OFFICE COPY

SOUTHERN FUEL OILS INC

V4

721025

P O BOX 5688
RICHMOND VA 23220

THIS IS YOUR INVOICE

23310

12 27 79

ACCOUNT NO.

DATE	INVOICE NO.	DESCRIPTION	QUANTITY	UNIT PRICE	EXTENSION	TAX	AMOUNT
		THIS INVOICE IS DUE UPON PRESENTATION DELIVER TO 7TH & GRACE ST AFTER 6 PM					
		PREV. BAL.					256837
12269		FUEL OIL 2	60000	8135	488100	19524	507624
12272		BURNER SER	0		2500		2500
12279		BURNER SER	0		3300		3300

TERMS: A FINANCE CHARGE is assessed on account balances over
30 days. FINANCE CHARGE is computed on the previous
balance less payments and credits appearing on your statement.

ANNUAL PER-
CENTAGE RATEPERIODIC
RATE

7702.61

THANK YOU

RICHMOND GRACE ST ASSOCIATES
TOWER CONSTRUCTION CO
1707 L STREET N W
WASHINGTON D C 20036

SOUTHERN FUEL OILS INC

V4

P O BOX 5688
RICHMOND VA 23220

CUSTOMER'S COPY

SOUTHERN FUEL OILS INC

V4

752110

P O BOX 5688
RICHMOND VA 23220

THIS IS YOUR INVOICE

23310

1 17 80

ACCOUNT NO.

FOLD

DATE	INVOICE NO.	DESCRIPTION	QUANTITY	UNIT PRICE	EXTENSION	TAX	AMOUNT
		THIS INVOICE IS DUE UPON PRESENTATION DELIVER TO 7TH & GRACE ST AFTER 6 PM					
		PREV. BAL.					513424
01160		FUEL OIL 2	60100	8535	512954	20518	533472

TERMS: A FINANCE CHARGE is assessed on account balances over
30 days. FINANCE CHARGE is computed on the previous
balance less payments and credits appearing on your statement.

ANNUAL PER-
CENTAGE RATEPERIODIC
RATE

10468.96

THANK YOU

RICHMOND GRACE ST ASSOCIATES**
TOWER CONSTRUCTION CO
1707 L STREET N W
WASHINGTON D C 20036

SOUTHERN FUEL OILS INC

V4

P O BOX 5688
RICHMOND VA 23220

CUSTOMER'S COPY

SOUTHERN FUEL OILS INC

V4

782266

P O BOX 5688
RICHMOND VA 23220

THIS IS YOUR INVOICE

6

23310

2 06 80

ACCOUNT NO.

FOLD

DATE	INVOICE NO	DESCRIPTION	QUANTITY	UNIT PRICE	EXTENSION	TAX	AMOUNT
		THIS INVOICE IS DUE UPON PRESENTATIO DELIVER TO 7TH & GRACE ST AFTER 6 PM					
		PREV. BAL.					533472
02050		FUEL OIL 2 55050		8535	469852	18794	488646

TERMS: A FINANCE CHARGE is assessed on account balances over
30 days. FINANCE CHARGE is computed on the previousbalance less payments and credits appearing on your statement.
RICHMOND GRACE ST ASSOCIATES**
TOWER CONSTRUCTION CO
1707 L STREET N W
WASHINGTON D C 20036ANNUAL PER-
CENTAGE RATEPERIODIC
RATE

10221.18

SOUTHERN FUEL OILS INC

V4

P O BOX 5688
RICHMOND VA 23220

CUSTOMER'S COPY

TERMS: NET 10 DAYS

TERR. ZONE 19	PROJ. D.D. 46	S.W. JD	ACCT. NO. 23310	RICHMOND GRACE ST ASSOCIATES**	
USE GAL. 10000	D.D. SPAN 02	SLWM 02	CNTY BR 32	TOWER CONSTRUCTION CO 001613	
TANK SIZE 10000	RUN OUT D.D. 02	PROD 02	1707 L STREET N W		
PROJ. K 0	R/O SPAN 02	DEL.D 02	WASHINGTON D C 20036		
TANK LOC 6	TYPE A	CUST. PHONE DELIVER TO 7TH & GRACE ST AFTER 6 PM			

DATE	COY. D.D. DELV	EXT. D.D. DELV	ACCT. K	STD. K
1 16 0	80016	6010	11	
12 26 9	79360	6000		
12 14 9	79348	3152	1	

DATE 2-3-80	DR. LER 1700	TR. LK 376	PROD. CT #2	GALLONS 55.5	UNIT PRICE	AMOUNT
P.O. CH. ACCT.	C.O.D.	PAYMENT RECEIVED BY	CUSTOMER'S SIGNATURE		TAX	
V4 355-8023 SOUTHERN FUEL OILS INC P O BOX 5688 RICHMOND VA 23220					TOTAL	
CASH					NOT FULL	

241539

FILE COPY

PRINTED NUMBERS ARE GALLONS, LAST DIGIT DESIGNATES TENTHS GALLON

SOUTHERN FUEL OILS INC

V4

THIS IS YOUR INVOICE

600885

P O BOX 5688
RICHMOND VA 23220

23310

2 21 80

ACCOUNT NO.

FOLD V

DATE	INVOICE NO.	DESCRIPTION	QUANTITY	UNIT PRICE	EXTENSION	TAX	AMOUNT
		THIS INVOICE IS DUE UPON PRESENTATION DELIVER TO 7TH & GRACE ST AFTER 6 PM					
02200		PREV. BAL.					488643
		FUEL OIL 2	60000	9035	542100	21684	563784

TERMS: A FINANCE CHARGE is assessed on account balances over
30 days. FINANCE CHARGE is computed on the previous
balance less payments and credits appearing on your statement.

ANNUAL PER-
CENTAGE RATEPERIODIC
RATE

10524.30

THANK YOU

RICHMOND GRACE ST ASSOCIATES**
TOWER CONSTRUCTION CO
1707 L STREET N W
WASHINGTON D C 20036

SOUTHERN FUEL OILS INC

V4

P O BOX 5688
RICHMOND VA 23220

CUSTOMER'S COPY

PHONE
355-8023

SOUTHERN FUEL OILS, INC.
1802 ELLEN ROAD • RICHMOND, VA. 23220

29417

SHIPPER'S NO.

003368

LBS. OR GALS.
NET

SHIPPER -		SHIPPING ORIGIN -			
RICHMOND GRACE ST ASSOC		NO 2 OIL			
CONSIGNEE -		DESTINATION -			
DELIVER TO 7TH & GRACE ST					
DATE SHIPPED	CUSTOMER ORDER NO.	WGT. PER GAL	TRACTOR NO.	TRAILER NO.	
2-19-50			32L	169	
TANK NUMBER	PROJECT NUMBER	SEAL NUMBER	UNLOADING TIME IN	M	
			TIME OUT	M	
GROSS GALS.	COMMODITY	Loading Temp.	NET GALS.	RATE	TOTAL
6000 #12				96.35	
				SALES TAX	
LOADER		DRIVER		RECEIVED BY	
		SOUTHERN		TOTAL	

SOUTHERN FUEL OILS INC

V4

611233

P O BOX 5688
RICHMOND VA 23220

THIS IS YOUR INVOICE

23310

3 12 80

ACCOUNT NO.

DATE	INVOICE NO.	DESCRIPTION	QUANTITY	UNIT PRICE	EXTENSION	TAX	AMOUNT
		THIS INVOICE IS DUE UPON PRESENTATION					
		DELIVER TO 711 H & GRACE ST AFTER 6 PM					
		PREV. BAL.					
03110		FUEL OIL 2	60000	9035	542100	21684	563784

TERMS: A FINANCE CHARGE is assessed on account balances over

30

days. FINANCE CHARGE is computed on the previous

balance less payments and credits appearing on your statement.

RICHMOND GRACE ST ASSOCIATES**

TOWER CONSTRUCTION CO

1707 L STREET N W

WASHINGTON D C 20036

ANNUAL PER-

CENTAGE RATE

PERIODIC

RATE

5637

SOUTHERN FUEL OILS INC

P O BOX 5688

RICHMOND VA 23220

THANK YOU

CUSTOMER'S COPY

SOUTHERN FUEL OILS INC V4

P O BOX 5688
RICHMOND VA 23220

THIS IS YOUR INVOICE

905595

6 23310

4 23 80

ACCOUNT NO.

DATE	INVOICE NO.	DESCRIPTION	QUANTITY	UNIT PRICE	EXTENSION	TAX	AMOUNT
		THIS INVOICE IS DUE UPON PRESENTATION DELIVER TO 7TH & GRACE ST AFTER 6 PM					
		PREV. BAL.					00
04210		FUEL OIL 2	60000	9135	548100	21924	570024

TERMS: A FINANCE CHARGE is assessed on account balances over
30 days. FINANCE CHARGE is computed on the previous

balance less payments and credits appearing on your statement.

RICHMOND GRACE ST ASSOCIATES**

TOWER CONSTRUCTION CO

1707 L STREET N W

WASHINGTON D C 20036

ANNUAL PER-
CENTAGE RATEPERIODIC
RATE

5700.24

SOUTHERN FUEL OILS INC

THANK YOU

V4

P O BOX 5688

RICHMOND VA 23220

CUSTOMER'S COPY

PHONE
355-8023

SOUTHERN FUEL OILS, INC.

1802 ELLEN ROAD • RICHMOND, VA. 23220

21443

SHIPPER'S NO.

SHIPPER -		RICHMOND GRACE ST ASSOC		NO 2 OIL		SHIPPING ORIGIN -	
CONSIGNEE -		DELIVER AFTER 6 PM				DESTINATION -	
DATE SHIPPED	CUSTOMER ORDER NO.	WGT. PER GAL	TRACTOR NO.	TRAILER NO.			
4-17-80			375	174			
TANK NUMBER	PROJECT NUMBER	SEAL NUMBER	UNLOADING TIME IN		TIME OUT		M
							M
GROSS GALS.	COMMODITY	Leading Temp.	NET GALS.	RATE	TOTAL		
6000 #2							
				SALES TAX			
LOADER		DRIVER		RECEIVED BY			
W. H. H. W.		E. E. Dwyer					

WEIGHT OR METERS GALLONS

LBS. OR GALS.
NET

OFFICE COPY

SOUTHERN FUEL OILS INC

V4

THIS IS YOUR INVOICE

924353

P O BOX 5688

RICHMOND VA 23220

23310

7 07 30

ACCOUNT NO.

FOLD

DATE	INVOICE NO.	DESCRIPTION	QUANTITY	UNIT PRICE	EXTENSION	TAX	AMOUNT
		THIS INVOICE IS DUE UPON PRESENTATION DELIVER TO 7TH & GRACE ST AFTER 6 PM PREV. BAL.					00
07030		FUEL OIL 2	60000	9335	560100	22404	582504

TERMS: A FINANCE CHARGE is assessed on account balances over
30 days. FINANCE CHARGE is computed on the previous
balance less payments and credits appearing on your statement.

ANNUAL PER-
CENTAGE RATEPERIODIC
RATE

5825.04

THANK YOU

RICHMOND GRACE ST ASSOCIATES**
TOWER CONSTRUCTION CO
1707 L STREET N W
WASHINGTON D C 20036

SOUTHERN FUEL OILS INC

V4

P O BOX 5688

RICHMOND VA 23220

CUSTOMER'S COPY

PLAINTIFF'S
EXHIBIT
6

PENGAD-BAYNE, N. J.

PHONE
355-8023

SOUTHERN FUEL OILS, INC.
1802 ELLEN ROAD • RICHMOND, VA. 23220

33610

SHIPPER'S NO.

02582

LBS. OR GALS.
NET

OFFICE COPY

SHIPPER 23310		SHIPPING ORIGIN -	
RICHMOND GRACE STREET ASSOC NO 2 OIL			
7TH & GRACE ST		10000 DESTINATION -	
DELIVER AFTER 6 PM			
GET TICKET SIGNED			
DATE SHIPPED 7-1-80	CUSTOMER ORDER NO.	WGT. PER GAL	TRACTOR NO. 306
TANK NUMBER	PROJECT NUMBER	SEAL NUMBER	TRAILER NO. 174
GROSS GALS.		COMMODITY	TOTAL
6000 #2		GRAVITY	5601.00
Loading Temp.		NET GALS.	5825.04
		6000	
		RATE	
		9335	
		SALES TAX	224.04
LOADER		DRIVER	RECEIVED BY
DAVIDSON			
		TOTAL	5825.04

LR-P-1500 - Condensate meter for Cafeteria steam cookers (3)
and dishwasher booster heater. *Stanley's Cafeteria.

Beginning March 20, 1980 - 600,000 --

(Read 4 dials & add 2 digits)(00)

Read Consumed (Closed on Saturday)

PLAINTIFF'S
EXHIBIT

7

W

3-21-FRIDAY (AM. 601300 - 1300
3-24-MON. (FRI.-SUN) 604100 - 2900.
CLOSED SAT.
3-25-TUES. - 606100 - 1700
3-26-WED. - 607000 - 3900
3-27-THURS. - 610000 - (2 DAYS)
3-28-FRI. AM - 611800 - 1800
3-31-MON (FRI-FRI.-SUN) 615300 -
1-TUES. 617000 APRIL 1
2-WED. 618900 17:00
3-THURS. 620300 11 DAYS
4-FRI.-AM 622700
7-FRI. PM & SUN (2) 626700 MON.
8-TUES. 628700
9 WED 629600
10 THURS. 631400
11-FRI AM 633200
14-FRI. PM & SUN (2) 636300
MON.
15-TUES - - - 638000
16-WED. - - - 639500
17-THURS. - - - 641200
18-FRI. AM - - - 642900
19-FRI. PM & SUN (2) 646600
20-FRI. PM & SUN (2) 646600
22 days) 73-21/4-21
47,900 pounds water @ .000825 per pound = 39.52
4-22-TUES. 648300 1700
4-23-THURS. 649900 1600
4-24-THURS. - - - 651400 1500
4-30-WED. (5 DAYS) 659300 1500
(CLOSED SAT. 4-26)
5-1-THURS. 661000 46,900 700
5/1 to 5/1-30 days, 46,900 @ .000825 per pound =
39.52
5-2-FRI. AM 662700 1700
5-5-MON. (FRI-FRI-SUN) 665800 3100
5-6-TUES. 667600 1800
5-7-WED. 669100 1500
5-8-THURS. 670700 1600
5-9-FRI
5-12-MON. (3 DAYS) 675000 1433x3 4500
5-13-TUES. 676800 1800
5-15-THURS. 680300 3500
5-16-FRI. AM 682100 1800
5-17-MON. 685100 3000
5-20-TUES. 686900 1800

5-22-THURS. 691400 (2) 3500
5-23-FRI. AM 692000 1600
5-27-TUES. (MON. HOLIDAY) 695000 (4) 3000
5-28 696800 1800
5-29-THURS. 698200 1400
5-30-AM.-FRI. 700000 1800
6-2-AM-MON. 702700 (2) 2700
5/1 to 6/2 - 31 days = 3,700 = \$34.40.
6-3-TUES. 703200 1100
6-5-THURS. 706000 (2) 2200
6-6-FRI. AM 708500 1500
6-9-MON. AM 711700 (2) 3200
6-10-TUES. 713200 1500
6-11-WED 715000 1800
6-13-FRI. AM (2) 3800
6-16-MON. AM (2) 3200
6-17-TUES. 723800 1800
6-18 WED, AM. 725600 1800
6-19 THUR. AM 727400 1800
6-20 FRI. AM 729200 1800
6-23-MON. AM (2) 3000
6-25-WED. (2) 3200
6-26-THURS. 735700 1600
6-27-FRI. AM 738600 2700
6-30-MON. (2) 3000
7-1-TUES. 743300 1700
6/2 to 7/1 - 28 days = 37,700 = \$31.10.
7-2-WED. 744900 1600
7-3-THURS. 746800 1900
7-4/7-5 CLOSED
7-7 MON. 749800 (2) 3000
7-9 WED. 753200 (2) 3400
7-14-MON. 758600 1080x5 (5) 5400
7-15-TUES. 760200 1600
7-16-WED. 761700 1500
7-17-THURS. 763200 1500
7-18-FRI. AM. 764400 1200
7-21-MON. AM. 765200 1800
7-22-TUES. 767000 1800
7-25-FRI. 771500 (2) 4500
7-28-MON. 774400 (2) 2900
7-29-TUES. 776000 1600

Power Construction Company
 Richmond Grace Street Associates
 609 East Grace St., Richmond, Va.

Dailey condensate reading for Stanley's Cafeteria Hot Water.
 (Corrected meter)

60,100 x .000825 = \$ 49.50

~~STRAITON SUPPLY COMPANY~~

AMERICAN STANDARD 6700 - 3-20-55

WHOLESALE DISTRIBUTORS

PLUMBING-HEATING-AIR CONDITIONING SUPPLIES

PETERSBURG, VA.

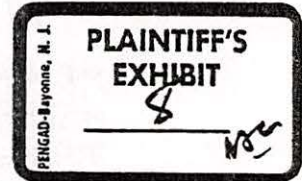
Telephone 982-8774

RICHMOND, VA.

Telephone 855-1211

Condensate reading
 LRP - 3000 meter

DATE	READ	POUNDS WATER
FEB. 8-80	8372,000	
SUN. 2-10	8374	2000-2 DAYS = 2000
2-11 -	8386	2000
2-12	8389	3000
2-13	8392	3000
2-14	8395	3000
FRI. 2-15	8397	2000
FEB. 2-17 - SUN. 2-19	8403	6000-2 DAYS = 6000
SAT. 2-18		3000
2-19 - TUES.	8406	3000
2-20 - WED.	8409	3000
2-21 - Thurs.	8412	3000
2-22 - FRI.	8414	2000
2-23 - MON.	8417	2000
2-24 - TUES.	8420	3000
2-25 - WED.	8422	2000
2-26 - THURS.	8425	3000
2-27 - FRI.	8427	2000
3-2 - MON. - (SNOW)	8432	3000
3-4 TUES.	8433	2000
3-5 - WED.	8436	3000
3-6 - THURS.	8438	2000
3-7 - FRI. AM	8441,000	58,000
		60,000



4-8 copies have this date

DATE	DESCRIPTION	AMOUNT
3-10 = Mon.		8445
3-11 = Tues.		8448
3-12 = Wed.		8450
3-13 = Thurs.		8452
3-14 = Fri.		8455
3-17 = Mon.		8461
3-18 = Tues.		8463
3-19 = Wed.		8466
3-20 = Thurs.		8470
3-21 = Fri.		8473
3-24 = Mon.		8477
3-25 = Tues.		8480
3-26 = Wed.		8482
3-27 = Thurs.		8485
3-28 = Fri.		8488
3-31 = Mon.		8493
4-1 = Tues.		8495
4-2 = Wed.		8499
4-3 = Thurs.		8501
4-7 = Mon.		8503
4-8 = Tues.		8510
EXL - SUN (2)		
		4000
		3000
		2000
		3000
		8452
		8455
		8461
		8463
		8466
		8470
		8473
		8477
		8480
		8482
		8485
		8488
		8493
		8495
		8499
		8501
		8503
		8510
EXL - SUN (2)		
		4000
		3000
		2000
		3000
		8452
		8455
		8461
		8463
		8466
		8470
		8473
		8477
		8480
		8482
		8485
		8488
		8493
		8495
		8499
		8501
		8503
		8510
EXL - SUN (2)		
		4000
		3000
		2000
		3000
		8452
		8455
		8461
		8463
		8466
		8470
		8473
		8477
		8480
		8482
		8485
		8488
		8493
		8495
		8499
		8501
		8503
		8510
EXL - SUN (2)		
		4000
		3000
		2000
		3000
		8452
		8455
		8461
		8463
		8466
		8470
		8473
		8477
		8480
		8482
		8485
		8488
		8493
		8495
		8499
		8501
		8503
		8510
EXL - SUN (2)		
		4000
		3000
		2000
		3000
		8452
		8455
		8461
		8463
		8466
		8470
		8473
		8477
		8480
		8482
		8485
		8488
		8493
		8495
		8499
		8501
		8503
		8510
EXL - SUN (2)		
		4000
		3000
		2000
		3000
		8452
		8455
		8461
		8463

STANTON SUPPLY COMPANY
AMERICAN STANDARD
WHOLESALE DISTRIBUTORS
PLUMBING HEATING AIR CONDITIONING SUPPLIES
PETERSBURG, VA 23101
1986

STRATTON SUPPLY COMPANY

AMERICAN STANDARD

WHOLESALE DISTRIBUTORS

PLUMBING - HEATING - AIR CONDITIONING SUPPLIES

PETERSBURG, VA.

Telephone 323-771

1980

RICHMOND, VA.

Telephone 355-7111

4-8 DEC = 8512 = 2000

4-9 JAN 8512 = 2000

4-10 THUR 8514 = 2000

4-11 FEB 8517 = 3000

4-14 APR 8521 = 4000

4-15 THUR 8522 = 2000

4-16 8526 = 2000

4-17 8528 = 2000

4-18 8530 = 2000

4-21 MAY 8537 = 7000 (2)

4-22 - 8540 = 3000 (15)

4-23 - 8542 = 2000

4-24 - 8545 = 3000

4-25 - 8548 = 3000

4-28 - 8552 = 4000 (2)

4-29 8555 = 3000

4-30 8557 = 2000

66,000

5-1 8558 = 3000

5-2 8562 = 2000

5-3 = 8567 = 5000 (3)

5-6 = 8569 = 2000

5-7 = 8571 = 2000

5-8 = 8574 = 3000

5-9 8575 = 1000

5-12 = 8580 = 5000 (2)

5-13 = 8582 = 2000

5-14 = 8584 = 2000

5-15 = 8587 = 3000

5-16 = 8589 = 2000

5-19 = 8594 = 5000 (2)

5-20 - 8596 = 2000

5-21 - 8598 = 2000

5-22 - 8600 = 2000

5-23 - 8603 = 3000

5-27 = 8607 = 4000 (3)

5-28 = 8610 = 3000

5-29 = 8612 = 2000

5-30 = 8614 = 2000

57,000

6-2 = 8616 = 4000 (3)

6-3 = 8620 = 2000

6-4 = 8623 = 3000

6-5 = 8625 = 2000

6-6 = 8627 = 2000

6-7 = 8631 = 4000 (2)

6-9 = 8634 = 3000

6-10 = 8637 = 2000

6-11 = 8639 = 2000

6-12 = 8638 = 2000

6-13 = 8640 = 2000

6-16 = 8645 = 5000 (2)

6-17 = 8647 = 2000

6-18 = 8649 = 2000

STRAITTON SUPPLY COMPANY

1980

AMERICAN STANDARD
WHOLESALE DISTRIBUTORS

PLUMBING - HEATING - AIR-CONDITIONING SUPPLIES

ALEXANDRIA, VA

Telephone 752-8527

RICHMOND, VA

Telephone 88-1713

6-23-8657-4000(2)

6-24-8659 = 2000

6-25-8661 = 2000

6-26-8663 = 2000

6-27-8664 = 1000

6-30-8668 = 4000(2)

58,000

7-1 = 8670 = 2000

7-2 = 8671 = 1000?

7-3 = 8673 = 2000

7-7 = 8677 = 4000 (2 OPEN)

7-8 = 8678 = 1000

7-9 = 8680 = 2000

7-10 = 8682 = 2000

7-11 = 8683 = 1000

7-14 = 8684 = 3000 = (2)

7-15 = 8688 = 2000

7-16 = 8690 = 2000

7-17 = 8691 = 1000

7-18 = 8692 = 1000

7-21 = 8693 = 1000

~~7-21~~ 3. Closed Sat. Sun.

7-22 = 8695 = 2000

7-23 = 8696 = 1000

7-24 = 8698 = 2000

7-25 = 8700 = 2000

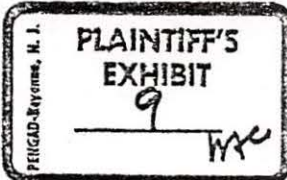
7-28 = 8703 = 2000 (?)

7-29 = 8704 = 1000

Daily fuel oil gage reading and lowest air temperature.

Page 1.

SWL Insurance Co., 609 East Grace Street, Richmond, Va.



1277

12-21-1977-1425-170
12-22-1977-1425-170
12-23-1977-1425-170
12-24-1977-1425-170
12-25-1977-1425-170
12-26-1977-1425-170
12-27-1977-1425-170
12-28-1977-1425-170
12-29-1977-1425-170
12-30-1977-1425-170

1978

1/2-1425-1575-25
1/3-1425-1575-25
1/4-1425-1575-25
1/5-1425-1575-25
1/6-1425-1575-25
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1/9-1425-1575-25
1/10-1425-1575-25
1/11-1425-1575-25
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12-21-1977-1425-170
12-22-1977-1425-170
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12-26-1977-1425-170
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12-28-1977-1425-170
12-29-1977-1425-170
12-30-1977-1425-170

1978

1/2-1425-1575-25
1/3-1425-1575-25
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1/5-1425-1575-25
1/6-1425-1575-25
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1/9-1425-1575-25
1/10-1425-1575-25
1/11-1425-1575-25
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1/20-1425-1575-25
1/21-1425-1575-25
1/22-1425-1575-25
1/23-1425-1575-25
1/24-1425-1575-25
1/25-1425-1575-25
1/26-1425-1575-25
1/27-1425-1575-25

1978		
3-9-8400-500 - 200	4-17-4500-490 - 450	16023-HEAT ON -
3-10-7110-410 - 210	4-18-4200-300 - 480	
3-13-6800-1770-375X3	4-19-4050-150 - 510	
3-14-6500-500 - 450	4-20-3750-300 - 550	
3-15-6250-250 - 450	4-21-3550-200 - 480	
3-16-6050-200 - 440	4-24-3175-125X3 - 500	
3-17-5810-455 - 360	4-25-3050-125 - 510	
3-20-4150-1500 - 500	4-26-2750-100 - 400	
3-21-3750-350 - 450	4-27-2725-275 - 400	
3-22-3500-250 - 520	4-28-9225 - 410	
3-23-9200 - 410	5-1-9000-100X3 - 490	
3-24-9000 - 490	5-2-8700-100 - 500	
3-27-8200-800 - 440	5-3-8700-200 - 380	
266X3	5-4-8550-150 - 540	
3-28-8000-200 - 450	5-5-8450-100 - 480	
3-29-7750-250 - 400	5-8-8125-325/108X3 - 500	
3-30-7500-250 - 400	5-9-8025-100 - 600	
3-31-7220-280 - 400	5-10-7950-75 - 520	
4-3-6750-470 - 430	ALL HEAT OFF	
156X3	5-11-7875-75 - 470	
Wickall-all heat off	5-12-7750-125 - 560	
Back to call on	5-4/10/11-CONVENTION	
STEAM	5-15-7470-86X3 - 540	
4-4-6520-230 - 450	5-16-7315-115 - 520	
4-5-6350-180 - 450	5-17-7175-100 - 580	
4-6-6200-150 - 450	5-18-7175-100 - 520	
4-7-6050-150 - 500	5-19-7100-75 - 510	
4-10-5810-450-150X3 - 460	5-22-6800-300/100X3 - 600	
4-11-5400-200 - 510	5-23-6700-100 - 520	
4-12-5250-150 - 460		
4-13-5100-150 - 460		
CLOCK ON - 11:07		
	BELT OIL Pump	
	A 42	

1978	7-5-2975-75 - 65°
5-23-6700-100 - 52°	BOILER OFF 7-4
5-24-6600-100 - 69°	7-6-2870-85 - 59°
5-25-6500-100 - 61°	7-7-2825-11/100
5-26-6400-100 - 63°	7-7-4825-63.00 - 61°
CUT HOT WATER TO BOTH CAR WASHES	7-10-7425-125-11/100 - 75°
5-30/6125/325/81X4 - 65°	7-11-9660-40 - 70°
5-31-6025-100 - 68°	7-12-8600-60 - 59°
6-1-5150-75 - 58°	7-13-9525-75 - 57°
6-2-5850-100 - 65°	7-14-9440-35 - 71°
6-5-5300-250-81X3/57	7-15-9475-71X2 - 61°
6-6-5500-150 - 67°	7-18-9200-75 - 63°
6-7-5325-175 - 68°	7-19-9120-60 - 60°
6-8-5200-125 - 76°	7-20-9090-50 - 67°
6-9-5150-100 - 72°	7-21-8910-80 - 75°
6-12-4800-300-130X3 - 57°	7-24-8800-20-70X3-80°
6-13-4650-150 - 71°	7-25-8700-40 - 67°
6-14-4550-100 - 50°	7-26-8650-60 - 52°
6-15-4450-100 - 78°	7-27-8600-50 - 74°
6-16-4350-100 - 56°	7-28-8510-70 - 74°
6-17-4100-250-83X3 - 71°	7-31-8425-135-61X3 - 72°
6-20-4000-100 - 69°	8-1-8275-50 - 75°
6-21-3700-100 - 69°	8-2-8200-75 - 73°
6-22-3600-100 - 67°	8-3-8125-75 - 75°
6-23-3700-105 - 67°	8-4-8075-50 - 72°
6-26-3525-175-58X2 - 58°	8-7-7700-175-58X3 - 72°
6-27-3450-75 - 70°	8-8-7810-40 - 75°
6-28-3375-75 - 73°	8-9-7740-70 - 74°
6-29-3290-85 - 72°	8-10-7645-55 - 72°
6-30-3220-90 - 72°	8-11-7600-75 - 73°
7-3-3000-250 - 70°	8-14-7375-225-75X3-72°
66X3	

4

1978	1979	1980	1981	1982	1983	1984	1985	1986	1987	1988	1989	1990	1991	1992	1993	1994	1995	1996	1997	1998	1999	2000	2001	2002	2003	2004	2005	2006	2007	2008	2009	2010	2011	2012	2013	2014	2015	2016	2017	2018	2019	2020	2021	2022	2023	2024	2025	2026	2027	2028	2029	2030	2031	2032	2033	2034	2035	2036	2037	2038	2039	2040	2041	2042	2043	2044	2045	2046	2047	2048	2049	2050	2051	2052	2053	2054	2055	2056	2057	2058	2059	2060	2061	2062	2063	2064	2065	2066	2067	2068	2069	2070	2071	2072	2073	2074	2075	2076	2077	2078	2079	2080	2081	2082	2083	2084	2085	2086	2087	2088	2089	2090	2091	2092	2093	2094	2095	2096	2097	2098	2099	2100
1978	1979	1980	1981	1982	1983	1984	1985	1986	1987	1988	1989	1990	1991	1992	1993	1994	1995	1996	1997	1998	1999	2000	2001	2002	2003	2004	2005	2006	2007	2008	2009	2010	2011	2012	2013	2014	2015	2016	2017	2018	2019	2020	2021	2022	2023	2024	2025	2026	2027	2028	2029	2030	2031	2032	2033	2034	2035	2036	2037	2038	2039	2040	2041	2042	2043	2044	2045	2046	2047	2048	2049	2050	2051	2052	2053	2054	2055	2056	2057	2058	2059	2060	2061	2062	2063	2064	2065	2066	2067	2068	2069	2070	2071	2072	2073	2074	2075	2076	2077	2078	2079	2080	2081	2082	2083	2084	2085	2086	2087	2088	2089	2090	2091	2092	2093	2094	2095	2096	2097	2098	2099	2100

1798 - 79	15-11-1110-00-23713	230
10-7-1110-1110	12-12-3200-1110	250
10-8-1110-1110	12-12-3200-1110	250
11-1-1110-1110	12-12-3200-1110	250
11-2-1110-1110	12-12-3200-1110	250
11-3-1110-1110	12-12-3200-1110	250
11-4-1110-1110	12-12-3200-1110	250
11-5-1110-1110	12-12-3200-1110	250
11-6-1110-1110	12-12-3200-1110	250
11-7-1110-1110	12-12-3200-1110	250
11-8-1110-1110	12-12-3200-1110	250
11-9-1110-1110	12-12-3200-1110	250
11-10-1110-1110	12-12-3200-1110	250
11-11-1110-1110	12-12-3200-1110	250
11-12-1110-1110	12-12-3200-1110	250
11-13-1110-1110	12-12-3200-1110	250
11-14-1110-1110	12-12-3200-1110	250
11-15-1110-1110	12-12-3200-1110	250
11-16-1110-1110	12-12-3200-1110	250
11-17-1110-1110	12-12-3200-1110	250
11-18-1110-1110	12-12-3200-1110	250
11-19-1110-1110	12-12-3200-1110	250
11-20-1110-1110	12-12-3200-1110	250
11-21-1110-1110	12-12-3200-1110	250
11-22-1110-1110	12-12-3200-1110	250
11-23-1110-1110	12-12-3200-1110	250
11-24-1110-1110	12-12-3200-1110	250
11-25-1110-1110	12-12-3200-1110	250
11-26-1110-1110	12-12-3200-1110	250
11-27-1110-1110	12-12-3200-1110	250
11-28-1110-1110	12-12-3200-1110	250
11-29-1110-1110	12-12-3200-1110	250
11-30-1110-1110	12-12-3200-1110	250
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12-2-1110-1110	12-12-3200-1110	250
12-3-1110-1110	12-12-3200-1110	250
12-4-1110-1110	12-12-3200-1110	250
12-5-1110-1110	12-12-3200-1110	250
12-6-1110-1110	12-12-3200-1110	250
12-7-1110-1110	12-12-3200-1110	250
12-8-1110-1110	12-12-3200-1110	250
12-9-1110-1110	12-12-3200-1110	250
12-10-1110-1110	12-12-3200-1110	250
12-11-1110-1110	12-12-3200-1110	250
12-12-1110-1110	12-12-3200-1110	250
12-13-1110-1110	12-12-3200-1110	250
12-14-1110-1110	12-12-3200-1110	250
12-15-1110-1110	12-12-3200-1110	250
12-16-1110-1110	12-12-3200-1110	250
12-17-1110-1110	12-12-3200-1110	250
12-18-1110-1110	12-12-3200-1110	250
12-19-1110-1110	12-12-3200-1110	250
12-20-1110-1110	12-12-3200-1110	250
12-21-1110-1110	12-12-3200-1110	250
12-22-1110-1110	12-12-3200-1110	250
12-23-1110-1110	12-12-3200-1110	250
12-24-1110-1110	12-12-3200-1110	250
12-25-1110-1110	12-12-3200-1110	250
12-26-1110-1110	12-12-3200-1110	250
12-27-1110-1110	12-12-3200-1110	250
12-28-1110-1110	12-12-3200-1110	250
12-29-1110-1110	12-12-3200-1110	250
12-30-1110-1110	12-12-3200-1110	250
12-31-1110-1110	12-12-3200-1110	250

1779			
3-26-4250-2550-250	250	5-2-6950-100 -	430
3-27-4050-250 -	250	5-3-6825-100 -	530
3-29-3750-250 -	250	5-4-6725-100 -	630
3-24-3475-275 -	500	5-7-6050-275-714 2/3 -	520
3-20-2250-125 -	630	5-8-5850-100 -	630
4-2-3025-225-100 -	250	5-7-2575-100 -	420
4-2-2925-125 -	630	5-7-2225-125 -	630
4-4-2700-100 -	420	5-10-6125-100 -	100
4-5-2700-70 -	420	5-11-6025-100 -	650
4-6-9700 -	500	5-14-5775-250-514 2/3 -	500
4-9-7450-250-225 2/3 -	500	5-15-5675-100 -	500
4-10-9750-250 -	250	5-16-5525-150 -	560
4-11-9175-175 -	250	5-17-5425-125 -	530
4-12-3725-150 -	500	5-18-5250-150 -	500
4-13-8950-75 -	560	5-21-4100-275-114 2/3 -	611
4-16-8625-325-103 2/3 -	418	5-22-4025-100 -	620
4-17-8475-250 -	400	5-23-3825-125 -	630
4-18-8300-175 -	400	5-24-3675-125 -	630
4-19-8200-100 -	412	5-25-4000-100 -	610
4-20-8100-100 -	440	5-26-3700-150 -	630
4-23-7775-325-103 2/3 -	610	5-30-3150-150 -	610
4-24-7650-125 -	600	5-31-3025-125 -	690
4-25-7550-100 -	600	6-1-3725-100 -	720
4-26-7475-75 -	610	6-4-52475-250-83 2/3 -	610
4-27-7400-75 -	630	6-5-5125-83 -	610
4-30-7125-275-71 2/3 -	420	6-6-3200-100 -	610
5-1-7050-225 -	420	6-7-3175-115 -	610
	730	6-8-3075-100 -	610
		6-9-2975-75-73 -	720
		612 9800 -	57
		613 9750 -	58
		614 9700 -	54

15-11-1979

6-18 9200 = 100 = 55°

6-19 9300 = 100 = 55°

6-20 9200 = 100 = 55°

6-21 9100 = 100 = 63°

6-22 9350 = 50 = 64°

6-23 9250 = 75 = 55°

6-24 9750 = 75 = 49°

6-25 9650 = 75 = 51°

6-26 9575 = 100 = 57°

6-27 9500 = 75 = 64°

6-28 9300 = 100 = 70°

7-1 9200 = 100 = 67°

7-2 9100 = 100 = 64°

7-3 9050 = 50 = 60°

7-4 8950 = 50 = 59°

7-5 8800 = 50 = 57°

7-6 7800 - 200 - 66 x 3 = 65°

7-7 7725 = 75 = 67°

7-8 7625 = 100 = 67°

7-9 7550 = 75 = 73°

7-10 7450 - 215 = 75°

7-11 7250 - 200 - 11 = 71°

7-12 7150 = 100 = 72°

7-13 7075 = 75 = 72°

7-14 7000 = 75 = 72°

7-15 6900 = 100 = 71°

7-16 6800 = 100 = 71°

7-17 6700 = 100 = 71°

7-18 6600 = 100 = 71°

7-19 6500 = 100 = 72°

7-20 6400 = 100 = 72°

7-21 6300 = 100 = 72°

7-22 6200 = 75 = 73°

7-23 6100 = 75 = 73°

7-24 6000 = 75 = 73°

7-25 5900 = 50 = 73°

7-26 5800 = 100 = 72°

7-27 5700 = 50 = 72°

7-28 5600 = 50 = 72°

7-29 5500 = 50 = 72°

7-30 5400 = 50 = 72°

7-31 5300 = 50 = 72°

7-32 5200 = 50 = 72°

7-33 5100 = 50 = 72°

7-34 5000 = 50 = 72°

7-35 4900 = 50 = 72°

7-36 4800 = 50 = 72°

7-37 4700 = 50 = 72°

7-38 4600 = 50 = 72°

7-39 4500 = 50 = 72°

7-40 4400 = 50 = 72°

7-41 4300 = 50 = 72°

7-42 4200 = 50 = 72°

7-43 4100 = 50 = 72°

7-44 4000 = 50 = 72°

7-45 3900 = 50 = 72°

7-46 3800 = 50 = 72°

7-47 3700 = 50 = 72°

7-48 3600 = 50 = 72°

1779			
9-1-7150-50 =	720	10-10-4900 = 100 = 43°	
9-5-7150-50 =	720	10-11-10200 = 40°	
9-6-7150-50 =	720	10-12-5000 = 100 = 43°	
9-7-7150-50 =	720	10-13-5000 = 100 = 43°	
9-10-7150-50 =	720	10-14-5000 = 100 = 43°	
9-11-7150-100 =	570	10-15-10100 = 100 = 43°	
9-12-7125-75 =	600	10-16-9930 = 200 = 53°	
9-13-7150-75 =	600	10-17 = 9800 = 100 = 49°	
9-14-6150-100 =	600	10-18 = 9700 = 100 = 49°	
9-15-6150-100 =	600	10-19 = 9600 = 100 = 53°	
9-16-6150-100 =	600	10-20 = 9500 = 100 = 53°	
9-17-6150-100 =	600	10-21 = 9400 = 100 = 53°	
9-18-6150-100 =	600	10-22 = 9300 = 100 = 53°	
9-19-6150-100 =	600	10-23 = 9200 = 100 = 53°	
9-20-6150-100 =	600	10-24 = 9100 = 100 = 53°	
9-21-6150-100 =	600	10-25 = 9000 = 100 = 53°	
9-22-6150-100 =	600	10-26 = 8900 = 100 = 53°	
9-23-6150-100 =	600	10-27 = 8800 = 100 = 53°	
9-24-6150-100 =	600	10-28 = 8700 = 100 = 53°	
9-25-6150-100 =	600	10-29 = 8600 = 100 = 53°	
9-26-6150-100 =	600	10-30 = 8500 = 100 = 53°	
9-27-6150-100 =	600	10-31 = 8400 = 100 = 53°	
9-28-6150-100 =	600		
10-1-5400-100 =	600		
10-2-5300-100 =	600		
10-3-5150-100 =	540		
10-4-5050-100 =	540		
10-5-5050-75 =	540		
10-6-5050-75 =	540		
10-7-5050-75 =	540		
10-8-5050-75 =	540		
10-9-4500-100 =	540		

1979-80

$$11-1 = 16 = 288 = 127 = 47^\circ$$

$$11-1/2 = 13 = 255 = 13 = 77^\circ$$

$$11-2 = 11 = 171 = 117 = 65^\circ (77^\circ)$$

$$11-2 = 11 = 171 = 117 = 65^\circ (77^\circ)$$

$$11-2 = 11 = 171 = 117 = 65^\circ (77^\circ)$$

$$11-2 = 11 = 171 = 117 = 65^\circ (77^\circ)$$

$$11-5 = 31 = 674 = 326 = 3 = 35^\circ$$

$$11-6 = 24 = 493 = 181 = 34^\circ$$

$$11-7 = 17 = 313 = 180 = 43^\circ$$

$$11-8 = 11 = 170 = 143 = 32^\circ$$

$$11-9 = 48 = 7000 = 528 = 50^\circ$$

$$11-9 = 48 = 7000 = 528 = 50^\circ$$

$$11-10 = 28 = 1000 = 1000 = 177 = 12^\circ$$

$$11-10 = 28 = 1000 = 1000 = 177 = 12^\circ$$

$$11-13 = 21 = 415 = 185 = 45^\circ$$

$$11-14 = 14 = 241 = 175 = 42^\circ$$

$$11-15 = 13 = 241 = 175 = 42^\circ$$

$$11-16 = 7 = 200 = 100 = 177 = 12^\circ$$

$$11-19 = 8950 = 350 = 117 \times 3 = 400$$

$$11-20 = 8800 = 150 = 41^\circ$$

$$11-21 = 8675 = 125 = 43^\circ$$

$$11-26 = 8175 = 500 \times 4 = 125 = 65^\circ$$

$$11-27 = 8075 = 100 = 50^\circ$$

$$11-28 = 7975 = 100 = 50^\circ$$

$$11-29 = 7875 = 125 = 65^\circ$$

$$11-30 = 7675 = 175 = 25^\circ$$

$$12-3 = 6625 = 350 \times 3 = 24^\circ$$

$$12-4 = 6200 = 465 = 32^\circ$$

$$12-5 = 5800 = 400 = 29^\circ$$

$$12-6 = 5400 = 400 = 29^\circ$$

$$12-7 = 5100 = 300 = 43^\circ$$

$$12-10 = 4250 = 350 = 283 \times 3 = 34^\circ$$

$$12-11 = 3950 = 300 = 40^\circ$$

$$12-12 = 3700 = 250 = 50^\circ$$

$$12-13 = 3450 = 250 = 59^\circ$$

$$12-14 = 7250$$

$$12-17 = 6350 = 800 = 264 \times 3 = 30^\circ$$

$$12-18 = 6000 = 350 = 22^\circ$$

$$12-19 = 5500 = 500 = 31^\circ$$

$$12-20 = 5025 = 475 = 33^\circ$$

$$12-21 = 4550 = 475 = 31^\circ$$

$$12-24 = 10,000 = 500 = 51^\circ$$

$$12-24 = 10,000 = 500 = 51^\circ$$

$$12-24 = 10,000 = 500 = 51^\circ$$

$$12-24 = 10,000 = 500 = 51^\circ$$

$$12-24 = 10,000 = 500 = 51^\circ$$

$$12-24 = 10,000 = 500 = 51^\circ$$

$$12-24 = 10,000 = 500 = 51^\circ$$

$$12-24 = 10,000 = 500 = 51^\circ$$

$$12-24 = 10,000 = 500 = 51^\circ$$

$$12-24 = 10,000 = 500 = 51^\circ$$

1980

1-7-2-5-400 = 35° 2-5 = 8900 = 400 = 19°
 1-10-5450 = 600 = 25° 2-6 = 8500 = 400 = 28°
 1-11 = 4950 = 500 = 36° 2-7 = 8100 = 400 = 22°
 1-14 = 3650 = 1300 = 433x3 = 35° 2-8 = 7600 = 500 = 25°
 1-15 = 10,000 45° 2-10-6725 = 875 = 37x2 = 23°
 1-16-9850 = 150 = 35° 2-11 = 6350 = 375 = 13°
 1-17 = 9700 = 150 = 37° 2-12 = 5900 = 450 = 29°
 1-18 = 9450 = 250 = 43° 2-13 = 5250 = 650 = 23°
 1-21 = 8750 = 700 = 233x3 = 26° 2-14 = 4750 = 500 = 23°
 1-22 = 8425 = 325 = 40° 2-15 = 4300 = 450 = 38°
 1-23 = 8150 = 275 = 41° 2-18-3325 = 975 = 325x3 = 18°
 1-24 = 7800 = 350 = 22° 2-19 = 725 = 600 = 27°
 1-25 = 7400 = 400 = 43° 3000-5712x2 = 24°
 1-26 = 7125 = 275 = 40° 2-20 = 9600 = 35°
 1-28 = 6450 = 675 = 21337 = 34° 2-21 = 9175 = 425 = 40°
 1-29 = 6100 = 350 = 35° 2-22 = 9025 = 150 = 50°
 1-30 = 5600 = 500 = 22° 2-23 = 8500 = 525 = 3x175 = 45°
 1-31 = 5000 = 600 = 23° 2-24 = 8200 = 300 = 34°
 2-1 = 4450 = 550 = 13° 2-25 = 7800 = 400 = 25°
 2-2 = 4150 = 500 = 13° 2-26 = 7400 = 400 = 31°
 2-3/3:30PM-3125 = 662x = 2-27 = 7000 = 400 = 22°
 NITE 40-100 30° 3-3 = 5250 = 1800 = 600x3 = 16°
 2-4/7AM-2800 GASE
 8AM-9300 GASE-65-11
 REC. 5500 75500
 325 GASE-29-5210
 325 GASE-11 HRS = 23.3
 CALIER HR-3:30PM TO
 7:30 AM-1 BOILER
 11-40 FIRE-210
 2-28 = 7000 = 400 = 22°
 3-4 = 4600 = 600 = 24°
 3-5 = 4100 = 500 = 44°
 3-6 = 3700 = 400 = 38°
 3-7 = 3350 = 350 = 36°
 3-8 = 9700 = 7 = 35°
 6000 GASE on 3-8-80

1980 3-11-9700-200 = 48°
 3-12-9250 = 250 = 31°
 3-13-9600 = 250 = 32°
 3-14-8650 = 350 = 36°
 3-17-8000 = 650 = 3125 = 58°
 3-18-7800 = 200 = 54°
 3-19-7500 = 300 = 35°
 3-20-7350 = 150 = 47°
 3-21-7200 = 150 = 58°
 3-24-6700 = 500 = 3166 = 47°
 3-25-6550 = 150 = 48°
 3-26-6300 = 250 = 34°
 3-27-6000 = 300 = 35°
 3-28-5700 = 300 = 41°
 3-31-5200 = 500 = 3166 = 47°
 4-1-5000 = 200 = 42°
 4-2-4800 = 200 = 37°
 4-3-4650 = 150 = 58°
 4-4-4500 = 150 = 52°
 4-7-4100 = 400 = 1333 = 50°
 4-8-4000 = 100 = 36°
 4-9-3900 = 100 = 61°
 4-10-3860 = 100 = 54°
 4-11-3650 = 150 = 52°
 4-14-3400 = 250 = 58°
 4-15-3200 = 100 = 50°
 4-16-3200 = 100 = 42°
 4-17-3050 = 150 = 35°
 4-18-6000 = 7800 = 120°
 4-21-7650 = 150 = 50°
 4-22-9548 = 75 = 50°
 4-23-9500 = 75 = 54°
 4-24-7400 = 100 = 54°
 4-25-9200 = 1300 = 59°
 4-28-9100 = 200 = 56°
 4-29-9025 = 75 = 47°
 4-30-8900 = 125 = 50°
 5-1-8800 = 100 = 52°
 5-2-8725 = 75 = 52°
 5-5-8525 = 200 = 66°
 5-6-8425 = 100 = 53°
 5-7-8350 = 75 = 62°
 5-8-8250 = 100 = 55°
 5-9-8200 = 50 = 41°
 5-12-7950 = 250 = 58°
 5-13-7825 = 125 = 73°
 5-14-7725 = 100 = 63°
 5-15-7600 = 125 = 52°
 5-16-7500 = 100 = 50°
 5-17-7200 = 800 = 60°
 5-19-8000 = 6557
 5-20-7125 = 75 = 67°
 5-21-7025 = 100 = 63°
 5-22-6150 = 75 = 53°
 5-23-6800 = 150 = 66°
 5-27-6500 = 300 = 55°

5-20 = 7125 = 75 = 67°	7-11 = 8580 =
5-21 = 7025 = 100 = 63°	7-11 = 9450 = 50 = 72°
5-22 = 6950 = 75 = 53°	7-14 = 9300 = 150 = 50x3 = 69°
1980 6500	7-15 = 9200 = 100 = 66°
5-28 = 6400 = 100 = 54°	7-16 = 9125 = 75 = 75°
5-29 = 6300 = 100 = 59°	7-17 = 9100 = 25 = 80°
5-30 = 6200 = 100 = 65°	7-18 = 9025 = 75 = 71°
6-2 = 6000 = 200x3 = 46 = 72°	7-21 = 8950 = 75 = 78°
6-3 = 5900 = 100 = 72°	7-22 = 8850 = 100 = 78°
6-4 = 5775 = 125 = 68°	7-23 = 8800 = 50 = 70°
6-5 = 5625 = 150 = 59°	7-24 = 8700 = 100 = 67°
6-6 = 5500 = 125 = 57°	7-25 = 8650 = 50 = 68°
6-9 = 5150 = 350 = 110x3 = 57°	7-28 = 8500 = 150 = 50x3 = 73°
6-10 = 5050 = 100 = 60°	7-29 = 8400 = 100 = 72°
6-11 = 4750 = 100 = 58°	
6-12 = 4800 = 150 = 59°	
6-13 = 4700 = 100 = 53°	
6-16 = 4400 = 300 = 100x3 = 75°	
6-17 = 4300 = 100 = 55°	
6-18 = 4200 = 100 = 57°	
6-19 = 4050 = 150 = 54°	
6-20 = 3950 = 100 = 65°	
6-23 = 3700 = 250 = 83x3 = 66°	
6-24 = 3600 = 100 = 70°	
6-25 = 3500 = 100 = 70°	
6-26 = 3400 = 100 = 69°	
6-27 = 3300 = 100 = 64°	
6-30 = 3100 = 200 = 66x3 = 71°	
7-1 = 3000 = 100 = 61°	
7-2 = 2900 = 100 = 69°	
7-3 = 2825 = 75 = 78°	
7-7 = 2675 = 150 = 75x3 = 61°	
7-8 = 2600 = 75 = 69°	
7-9 = 2550 = 50 = 66°	
7-10 = 2500 = 50 = 69°	

BERNARD E. COOPER

Consulting Engineer

5407 PATTERSON AVENUE

RICHMOND, VIRGINIA 23226

RESUME: BERNARD E. COOPER

EDUCATION: Petersburg, Virginia High School 1939
 Virginia Polytechnic Institute -- Mechanical Engineering 1947 BS
 Virginia Polytechnic Institute -- Electrical Engineering 1947 BS

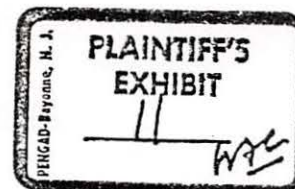
MILITARY SERVICE: United States Army Coast Artillery Corps; Corps of Engineers.
 European Theatre with the Corps of Engineers. (1943-46)
 Reserve Duty, Quartermaster Corps - Research & Development Board (1948)

PROFESSIONAL REGISTRATION:
 Virginia 1948
 West Virginia 1965
 Maryland 1970
 Pennsylvania 1970
 National Council of Engineering Examiners -
 Certificate of Qualification 1963

EXPERIENCE:
 Experiment Incorporated (1948-50) Junior Engineer - Associate Engineer
 Carneal & Johnston, Architects & Engineers
 Mechanical Design Engineer 1950 - 54
 Head of Mechanical Design Section 1954 - 62
 Bernard E. Cooper; Consulting Engineer 1962 - present.
 Private practice. Design of mechanical
 and electrical systems for buildings.

ACTIVITIES: Va. Society of Prof. Engrs. (President of Richmond Chapter 1968-69)
 VPI Alumni Association (President of Richmond Chapter 1965-66)
 Central Virginia Engineers Club. (President 1963-64)
 American Society of Mechanical Engineers - Member Richmond Chapter
 American Society of Plumbing Engineers - Member - (President 1972-73)
 American Society of Heating, Refrigerating and Air Conditioning
 Engineers - Member.
 Consulting Engineers Council of Virginia
 Virginia Association of Professions
 West Richmond Rotary Club.
 Salvation Army - Advisory Board, Men's Social Center.
 Richmond, Va. Air Pollution Control Board. (1959-) Chairman.
 State Air Pollution Control Board, Technical Advisory Committee (1970-)
 Joint Cooperative Committee; AIA, AGCA, VSPE & CECV. (1971-)
 Chairman 1973-74.
 Henrico Highway Safety Commission (1972 -)
 Henrico County Building Code Board of Appeals. (1977-78) Chairman.
 State Building Code Technical Review Board (1978 -)

BERNARD E. COOPER

*Consulting Engineer*5407 PATTERSON AVENUE
RICHMOND, VIRGINIA 23226

July 30, 1980

Mr. John M. Oakey, Jr.
McGuire, Woods & Battle
1400 The Ross Building
Eighth and Main Streets
Richmond, Va. 23219

Re: A. Abramson, et al, v. Stanley's Cafeteria

Dear Mr. Oakey:

In accordance with your request, we have assembled cost data for the fuel consumption for hot water and steam to the kitchen area for Stanley's Cafeteria. The two condensate meters have been disassembled, cleaned, refitted and recalibrated to check for proper operation and accuracy. The condensate meter for the kitchen area was repiped and modified to assure proper function for the use intended.

The calculations have been made on the basis of an average record of the use from February (hot water) and March (Kitchen condensate) to May 19, 1980 to arrive at a basis for past operations from October 1978. The use of hot water and steam changed since May 19, 1980 and we have adjusted the subsequent monthly estimates to reflect the reduced consumption.

These figures are considered to be a fair estimate of the fuel requirements for the Cafeteria for hot water and kitchen use. The condensate meters afford an opportunity to obtain a monthly (or daily) record of the actual use of steam for these purposes. It is probable that with the meters making a record, the tenant will be more selective in his use of hot water and steam since it will now automatically reflect as a savings to his account. Leaks and steam drips are expensive items that should be corrected promptly.

The building owners can easily determine the cost of the steam passing thru the system by measuring the condensate being returned thru the meters and multiplying the number of thousands of pounds of condensate by the factor (9.5648) to find the number of gallons of oil consumed. The result, multiplied by the price of fuel oil per gallon, will yield the cost of energy for the given period under consideration. This process is outlined on the accompanying calculations sheets included herewith.

Very truly yours,

Bernard E. Cooper, P.E.

BEC:me

Encl: Calculations & Data Sheets.

CALCULATIONS FOR ENERGY CONSUMPTION - STANLEY'S CATERIA

Condensate Meter Readings:

	Date Read.	Condensate Meter Lbs. of Steam	Change (Lbs.)	Elapsed Time (days)
Hot Water	2 - 2 - 80	8,382,000	---	---
	5 -19 - 80	8,594,000	212,000	101
	7 -29 - 80	8,704,000	110,000	71
Kitchen	3 -21 - 80	601,300	---	---
	5 -19 - 80	685,100	83,800	60
	7 -29 - 80	776,000	90,900	71

Converting the above data to a 30 day (monthly) basis.

$$\begin{array}{rcl} 212,000 \times 30/101 & = & 62,970 \text{ lbs. / month.} \\ 83,800 \times 30/60 & = & 41,900 \text{ " " } \end{array}$$

$$\text{Total} = 104,870 \text{ " "}$$

$$\begin{array}{rcl} 110,000 \times 30/71 & = & 46,479 \text{ lbs. / month.} \\ 90,900 \times 30/71 & = & 38,408 \text{ " " } \end{array}$$

$$\text{Total} = 84,887 \text{ " "}$$

Converting lbs. of condensate to equivalent gallons of fuel oil:

No. 2 fuel oil at 139,400 Btu/ Gal. Boiler efficiency estimated at 75%
 Steam at 6 PSIG, cooled to 190° F. = 1000 BTU / Lb.

$$\frac{1000 \text{ lb. steam} \times 1000 \text{ BTU/ lb.}}{139,400 \text{ BTU/ gal. of oil} \times .75 \text{ boiler eff.}} = 9.5648 \text{ Gal of oil / 1000 lbs condensate}$$

$$104.870 \times 9.5648 = 1,003.06 \text{ Gallons of oil per month. (Feb-May)}$$

$$84.887 \times 9.5648 = 811.93 \text{ " " " (May-July)}$$

ESTIMATED FUEL COSTS FOR THE PERIOD OCTOBER 1978 THRU JULY 1980

Oct.	1978	1,003.06 Gal. (oil)	\$.4130 / Gal.	\$414.30
Nov.			.4130	414.30
Dec.			.4330	434.32
Jan.	1979	1,003.06	.4430	444.36
Feb.			.4565	457.90
Mar.			.4775	478.96
Apr.			.4950	496.51
May			.4950	496.51
Jun.			.6200	621.90
Jul.			.6200	621.90
Aug.			.6200	621.90
Sep.			.8190	821.51
Oct.			.8190	821.51
Nov.			.8640	866.64
Dec.			.8203	822.81
Jan.	1980	1,003.06	.8335	836.05
Feb.			.8775	880.19
Mar.			.9030	905.76
Apr.			.9135	916.30
May (1 - 19) *			.9135	580.32
(20 - 30) *			.9335	277.91
Jun.		811.93	.9335	757.94
Jul.			.9335	757.94

Total \$14,747.74

* The steam used for hot water heating was measured from February 2, 1980 to May 19, 1980 and from May 19 thru July 29, 1980. The condensate from the kitchen equipment and dishwasher was measured from March 21, 1980 thru May 19 and from May 19 thru July 29, 1980. There was a substantial change in the rate of consumption around May 19, 1980 and subsequent readings and calculations have been adjusted to account for that fact.

(Richmond Grace Street Associates

LWR-P-1500 - Condensate meter for Cafeteria steam cookers (3)
and dishwasher booster heater. *Stanley's Cafeteria.

Beginning March 20, 1980 - 600,000 --

(Read 4 dials & add 2 digits)(00)

Read Consumed (Closed on Saturday)

3-21-FRIDAY AM 601300 - 1800
3-24-MON. (FRI-SUN) 604200 - 2900.
CLOSED SAT.
3-25-TUES. - 606100 - 1700
3-26-WED. - 607000 - 3900
3-27-THURS. - 610000 - (2 DAYS)
3-28-FRI. AM - 611800 - 1800
3-31-MON (FRI-FRI-SUN) 615300
1-TUES. 617000 APRIL 1
2-WED. 618200 11 DAYS
3-THURS. 620400
4-FRI-AM 622700
7-FRI. PM & SUN (2) 626700 MON.
9-TUES. 628700
1-WED 629600
10-THURS. 631400
11-FRI. AM 633200
14-FRI. PM & SUN (2) 636300
MON.
15-TUES - - - 638000
16-WED. - - - 639500
17-THURS. - - - 641200
18-FRI. AM - - - 642900
21-AM, FRI. PM & SUN (2)
19-FRI. PM & SUN (2) 646600
2 days) 7/3-21/4-21
47,900 pounds water @ .000825 per pound = \$ 39.52

4-22-TUES. 648300
4-23-WED. 649900
4-24-THURS. 651400
4-30-WED. (5 DAYS) 659300
(CLOSED SAT. 4-26)
5-1-THURS. 661000
46,900

5/1 to 5/1-30 days, 46,900 @ .000825 per pound =
5-2-FRI. AM 662700
5-5-MON. (FRI-FRI-SUN) 665800
5-6-TUES. 667600
5-7-WED. 669100
5-8-THURS. 670700
5-9-FRI
5-12-MON. (3 DAYS) 675000 1433x3
5-13-TUES. 676800
5-14-THURS. 680300
5-15-FRI. AM 682100
5-16-MON. 683500
5-17-TUES. 686900

5-22-FRI. AM
5-23-FRI. PM
5-24-TUES. (MON. HOLIDAY)
5-25
5-26-THURS.
5-30-AM-FRI.
6-2-AM-MON.
5/1 to 6/2 - 31 days = 1,700 = \$34.40.
6-3-TUES.
6-5-THURS.
6-6-FRI. AM
6-9-MON. AM
6-10-TUES.
6-11-WED
6-13-FRI. AM
6-16-MON. AM
6-17-TUES.
6-18-WED. AM.
6-19-THURS. AM
6-20-FRI. AM
6-23-MON. AM
6-25-WED.
6-26-THURS.
6-27-FRI. AM
6-30-MON.
7-1-TUES.
6/2 to 7/1 - 28 days = 37,700 = \$31.10.
7-2-WED.
7-3-THURS.
7-4/7-5 CLOSED
7-7 MON.
7-9 WED.
7-14-MON.
7-15-TUES.
7-16-WED.
7-17-THURS.
7-18-FRI. AM.
7-21-MON. AM. 7-19/7-20
7-22-TUES.
7-25-FRI.
7-28-MON.
7-29-TUES.

Dailey condensate reading for Stanley's Cafeteria Hot Water.
 (Corrected meter)

60,100 x .000825 = \$49.50

~~STRATTON SUPPLY COMPANY~~

AMERICAN STANDARD 6700-3.1.15

WHOLESALE DISTRIBUTORS

PLUMBING-HEATING-AIR CONDITIONING SUPPLIES

PETERSBURG, VA.

Telephone 732-8774

7:30 AM

RICHMOND, VA.

Telephone 355-1711

Condensate
 LRP - 300 m.c.

DATE	READ	POUNDS WATER
FER. 2-8-80	8382.010	
SUN. 2-9	8384	2000-2 DAYS = 2000
2-11	8386	
2-12	8389	2000
2-13	8372	3000
2-14	8375	3000
2-15	8377	2000
2-16	8403	6000-2 DAYS = 6000
2-17	8406	3000
2-18	8409	3000
2-19	8412	3000
2-20	8414	2000
2-21	8417	2000
2-22	8419	2000
2-23	8420	3000
2-24	8422	2000
2-25	8422	3000
2-26	8425	2000
2-27	8427	3000
2-28	8427	3000
3-1	8427	3000
3-2	8427	2000
3-3	8433	3000
3-4	8436	2000
3-5	8438	3000
3-6	8441	58,000
3-7	8445	60,000

4-8 Explain how this date

DATE	DESCRIPTION	AMOUNT
3-10 = Mon.		8445
3-11 = Tues.		8448
3-12 = Wed.		8450
3-13 = Thurs.		8452
3-14 Fri.		8455
3-17 = Mon.		8461
3-18 Tues		8463
3-19 Wed		8466
3-20 Thurs		8470
3-21 Fri.		8473
3-24 = Mon		8477
3-25 Tues		8480
3-26 = Wed		8482
3-27 = Thurs.		8485
3-28 = Fri.		8488
3-31 = Mon		8493
4-1 Tues.		8495
4-2 Wed		8499
4-3 Thurs.		8501
4-7 Mon.		8508
4-8 - Tues.		8510

5-9	8575 = 1000	6-22 = 8657 = 1000 (2)
5-8	8574 = 3000	6-20 = 8653 = 2000
5-7	8571 = 2000	6-19 = 8651 = 2000
5-6	8569 = 2000	6-18 = 8649 = 2000
5-3	8567 = 5000 (3)	6-17 = 8647 = 2000
5-2	8562 = 2000	6-16 = 8645 = 5000 (2)
5-1	8560 = 3000	6-15 = 8640 = 2000
4-30	8557 = 3000	6-14 = 8638 = 2000
4-29	8555 = 3000	6-11 = 8635 = 2000
4-28	8552 = 4000 (2)	6-10 = 8634 = 3000
4-25	8548 = 3000	6-9 = 8631 = 4000 (2)
4-24	8545 = 3000	6-6 = 8627 = 2000
4-23	8542 = 3000	6-5 = 8625 = 2000
4-22	8540 = 3000	6-4 = 8623 = 3000
4-21	8537 = 4000	6-3 = 8620 = 2000
4-20	8534 = 3000	6-2 = 8617 = 4000 (3)
4-19	8531 = 3000	5-30 = 8614 = 2000
4-18	8528 = 3000	5-29 = 8612 = 2000
4-17	8525 = 3000	5-28 = 8610 = 3000
4-16	8522 = 3000	5-27 = 8608 = 4000 (3)
4-15	8519 = 3000	5-26 = 8605 = 3000
4-14	8517 = 3000	5-25 = 8602 = 3000
4-13	8514 = 3000	5-24 = 8599 = 2000
4-12	8512 = 3000	5-23 = 8596 = 2000
4-11	8510 = 3000	5-22 = 8593 = 2000
4-10	8507 = 3000	5-21 = 8590 = 2000
4-9	8504 = 3000	5-20 = 8587 = 3000
4-8	8501 = 3000	5-19 = 8584 = 2000
4-7	8498 = 3000	5-18 = 8581 = 3000
4-6	8495 = 3000	5-17 = 8578 = 3000
4-5	8492 = 3000	5-16 = 8575 = 3000
4-4	8489 = 3000	5-15 = 8572 = 3000
4-3	8486 = 3000	5-14 = 8569 = 3000
4-2	8483 = 3000	5-13 = 8566 = 3000
4-1	8480 = 3000	5-12 = 8563 = 3000

TELEPHONE 355-1711
RICHMOND, VA.

STANDARD
HEATING-VENTILATING-AND AIR CONDITIONING SUPPLIES
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HEATING-VENTILATING-AND AIR CONDITIONING SUPPLIES

TELEPHONE 355-1711
RICHMOND, VA.

STANDARD PLUMBING & HEATING COMPANY

1986
PLUMBING - HEATING - AIR-CONDITIONING SUPPLIES
RICHMOND, VA
Telephone 888-1734

- 6-23-8657-4000(2)
- 6-24-8659-2000
- 6-25-8661-2000
- 6-26-8663-2000
- 6-27-8664-1000
- 6-30-8668-4000(2)
- 58,000
- 7-1-8670-2000
- 7-2-8671-1000?
- 7-3-8673-2000
- 7-7-8677-4000 (2) (OPEN)
- 7-8-8678-1000
- 7-9-8680-2000
- 7-10-8682-2000
- 7-11-8683-1000
- 7-14-8686-3000-(2)
- 7-15-8688-2000
- 7-16-8690-2000
- 7-17-8691-1000
- 7-18-8692-1000
- 7-21-8693-1000
- 7-22-8695-2000
- 7-23-8696-1000
- 7-24-8698-2000
- 7-25-8700-2000
- 7-28-8703-3000(2)
- 7-29-8704-1000

2-2-3 Closed Sat. Sun.

Hot Shoppes

MAIL ROOM - DIRECTOR'S OFFICE
WASHINGTON, D.C.
6 May 1960

June 6, 1960
H. J. Allen

Atlantic Life Company
Richmond 12, Virginia

Attention: Mr. A. O. Smith

Dear Mr. Smith:

DEFENDANT'S
EXHIBIT
1
me

I have talked with Mr. Roberts, the Manager of our Cafeteria, and am delighted to know that the hot water situation has been excellent since the heater was cleaned. I was surprised to find that the heater could have been scaled so badly in the few months of operation.

You perhaps recall that we talked about sharing the costs of installing a warmer so that the scaling problem could be eliminated. As a matter of fact, I believe we would be agreeable to bearing the entire cost if arrangements could be made for Hot Shoppes to purchase additional steam from Atlantic Life. As you know, we are generating steam for the dish machine and other kitchen use with a steam generator located in the kitchen. This unit occupies considerable space that would be useful to us for other purposes. It is also a safety hazard located as it is so close to employees. We would like to discontinue the use of this steam generator and purchase all our steam from you.

We would install steam coils and return traps in our dish machine and steam table so that all condensed steam would return to the boiler. We would also install all steam and return lines to tie into existing lines that now feed our building during the winter.

We would also install a condensate return meter to determine the amount of steam used.

The present rate of billing us for steam is satisfactory.

All costs of the system will be borne by Hot Shoppes and maintenance of the present hot water heater will become our responsibility.

We would appreciate your consideration of this matter and advising us of your decision.

Very truly yours,
Ch. J. Hurst
CHARLES HURST
Mechanical Engineer

UNRECORDED - ADVANCE - CANCELLING - PASTED - HOUSE - SERVICE - REPLY - ADVANCE - CANCELLING - PASTED - HOUSE

MAIL OFFICE BUILDING
WASHINGTON, D. C.
October 11, 1960

Atlantic Life Company
P.O. Box 1155
Richmond 12, Virginia

Attention: Mr. A. O. Smith
Purchasing Agent

Dear Mr. Smith:

Mr. Barber advised us that the steam coils, piping, meter, etc., for our dish machine have been installed and the system is operating satisfactorily.

We are appreciative of your cooperation and patience during the installation.

Now that the condensate meter has been installed so that steam usage is known, we would like for you to begin billing us accordingly.

Since the new meter reads in gallons, it will be necessary to multiply the reading by 8 to convert to pounds at about 200° F. You are presently billing us at a rate of 82¢ per 1000°. A recent reading on the meter shows an average usage of about 1700° per day.

Inasmuch as we were being furnished steam several weeks prior to the installation of the meter, a back-charge is in order for the consumption during that time. The date of initial purchase of your steam was June 2, 1960. The meter was installed on September 27, 1960. Hence, an estimated consumption must be determined for the intervening period.

Subject to your approval, we would suggest that a meter reading be taken about November 1, and a daily average consumption calculated for billing for the period between June 2 and September 27.

We would prefer to have separate billings for the two condensate meters. Both may be submitted at the same time, however.

Atlantic Life Company

October 11, 1960

- 2 -

As pointed out in my letter of May 6, 1960, Hot Shoppers will maintain the steam converter used to heat our hot water.

We do thank you for your cooperation in this project.

Very truly yours,


CLYDE HURST
Mechanical Engineer

Hot Shoppes

MAILING OFFICE: 5121 RIVER ROAD, N.W.
WASHINGTON 16, D.C.

November 9, 1960

Atlantic Life Company
P.O. Box 1155
Richmond 12, Va.

Attention: Mrs. A. O. Smith,
Purchasing Agent

Gentlemen:

My recent letter of October 11, 1960 stated that the newly installed condensate meter was calibrated to read in gallons.

This is not so. The meter, I am now told, reads directly in pounds of condensate. This error was due to a misunderstanding while discussing the installation in a telephone conversation with Mr. Barber. Hence, a conversion factor is unnecessary when determining the usage for billing use.

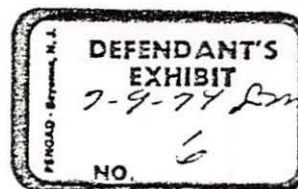
I hope this error has caused you no inconvenience.

Very truly yours,

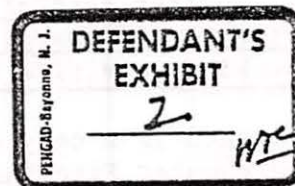


Clyde G. Hurst
Mechanical Engineer

CHH:jr



June 1, 1976.



Mr. David E. Constance, Jr.
Executive Vice President
Morton G. Thalheimer, Inc.
F & M Center
12th & Main Streets
Richmond, Virginia 23277

Re: Lease to Marriott Corporation

Dear Dave:

My apologies for taking so long in this reply to your May 6 letter. Our comments are as follows:

1. It is our opinion that by agreement of September 14, 1972, Hot Shoppes have already exercised their option to extend the term of this lease to December 31, 1985, and this is additionally recited on Page 1 of that certain agreement dated October 15, 1972, by and between Southwestern Life Insurance Company and Sixth Street Enterprises, Inc. On this basis, the Marriott Corporation already has liability for the first five-year option expiring December 31, 1985 and we do not want to change this arrangement.
2. We have no objection to Marriott Corporation subleasing the Hot Shoppes space to another operator for a period not to extend beyond December 31, 1985, with the understanding that Marriott Corporation will remain as our lessee with full liability to us.
3. If the ten-year option (from 1985 to 1995) is to remain in the Lease Agreement, it will apply only to Marriott Corporation, and they will need to remain as lessee with corporate liability during that period or the ten-year option from 1985 to 1995 will need to be deleted from the Lease Agreement. In other words, we will not agree to this option being exercised by anyone other than Marriott Corporation.
4. Around 1959 or 1960, there was some type of accommodation agreement between Hot Shoppes and Atlantic Life Insurance Company for us to furnish hot water and steam to Hot Shoppes, and the reimbursement we were to receive for that was calculated at .000825 cents per pound per month, and we are currently billing Hot Shoppes for approximately \$158.00 per month for this. This initial cost figure was calculated in 1959 when we were paying 8¢ per gallon on fuel oil, and we are now paying 36¢ per gallon. This is an increase of 350%, and what we would like to do is to adjust the cost of this steam by an amount to reflect

COPY

June 1, 1976

Page 2

the current cost of fuel oil. On this basis, we would need to increase this monthly charge to approximately \$700.00. I would appreciate your checking your file and giving me your comments on this.

5. Enclosed is a copy of a report from the Safety Service Department of Westchester Fire Insurance regarding some things that need to be done to the Hot Shoppes space regarding fire safety. Would you please pass these on to their people and ask them to make sure all of these items are taken care of.

Dave, as I see it, Marriott Corporation has already exercised its option and they are fully liable until December 31, 1985. We have no objection to their subleasing to a reputable cafeteria operator with the understanding that Marriott Corporation remain as our lessee with full corporate liability, and this also to apply to the ten-year option for 1985 to 1995. I believe this position to be in the best interest of Southwestern Life. Additionally, I would appreciate your help on Items 4 and 5, above.

Sincerely,

Jim Robinson
Real Estate Officer

JR/bi

Enclosure

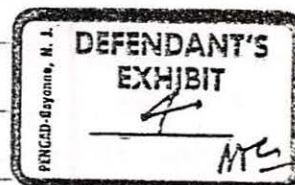
cc: Mr. Edward B. Kelley
Mr. Steve Terry
Mr. Arthur D. Lyles
Mr. Earl Dowdy

COPY

STANLEY'S CAFE - CONDENSATE METERS

RATE .000825 PER LB. BASED ON 4 ¢ OIL
FOR COOKING & DISH WASHER

DATE	HOT WATER READ	CONSUMED (EST.) STEAM FOR HOT WATER (EST.)	AUX. STEAM CONSUMED
2-79	8,088,000 7,518,000 (32)	36,000 34,000 (32 days) - 182,000	100,000 - 282,000 = \$ 232.65
1-79	8,112,000	24,000 - 28 days - 182,000	91,000 = 273,000 = \$ 225.23
1-79	8,148,000	36,000 - 31 days - 185,000	100,000 = 285,000 = \$ 235.13
2-79	8,162,000	14,000 - 31 days - 184,000	100,000 = 284,000 = \$ 234.30
1-79	8,182,000	70,000 - 30 days - 183,000	100,000 = 283,000 = \$ 233.48
1-79	8,201,000	18,000 - 31 days - 184,000	100,000 - 284,000 = \$ 234.30
1-79	8,226,000	25,000 - 30 days - 180,000	100,000 - 280,000 = \$ 231.00
1-79	8,254,000	28,000 - 31 days - 184,000	100,000 - 284,000 = \$ 234.30
1-79	8,284,000	30,000 - 30 days - 183,000	96,000 - 279,000 = \$ 230.18
31-79 (P.M.)	8,315,000	CAFE OPEN 31,000 - 28 days - 182,000	95,000 = 277,000 = \$ 228.53
1-80	8,360,000	WATER WEIGHT TESTS INCREASED/ADJUSTED 2-8-80 45,000 - OPEN 28 DAYS - 182,000	91,000 = 273,000 = \$ 225.23
1-80	8,429,000	69,000 -	
1-80	8,496,000	62,000	17,000 - 11 DAYS 46,636 - 28 DAYS
1-80	8,560,000	64,000 30 days	64,000 = \$ 52.80
2-80	8,618,000	58,000 31 days	x .000825 = \$ 47.85
1-80	8,670,000	52,000 28 days	= \$ 42.90



3-6-78 Burely #100

RATE .000825 per
pound

STANLEY'S CAFE. CONDENSATE METERS

DATE	READ	CONSUMED (ESTIMATED)	CONSUMED (AVG. STEAM) (ESTIMATED)
DEC. 1, 1976	6,956,000	51,000 - 140,000 (EST.) 160,000	51,567 - 153.25 63,000 180.00
12-31-76	7,012,000	56,000 - 160,000 ✓	65,000 7.25,000 to
2-1-77	7,070,000	58,000 - 161,000	65,000 / Jan. Dinner = 1-17-77.
3-2-77	7,130,000	60,000 - 170,000	70,000 819.00 Feb. Dinner
4-1-77	7,170,000	40,000 - 170,000	70,000 ✓ March ✓
5-1-77 (5-4)	7,208,000	38,000 - 170,000	70,000 April ✓
6-1-77	7,229,000	21,000 - 162,000 +	60,000 = 183.15 May ✓
7-1-77	7,252,000	23,000 - 166,000 (CONVENTION)	63,000 - 229,000 = 188.93 - June
5584.35 cont SWL		60 gal. day x 30 = 1800 gal	x .4296 per gal. = 773.28
8-1-77 (31)	7,277,000	25,000 - 166,000 +	65,000 = 231,000 = 190.575
9-1-77 (31)	7,310,000	33,000 (WATER TEMP. UP) AUG. CONF. 35,455 (30 days) CH BREAKFASTS	67,000 = 233,000 = 192.225
10-3-77 (77)	7,349,000	39,000 (33 days) 170,000	70,000 = 240,000 = 198.00
11-1-77 (29)	7,415,000	70,551 - 317 days 66,000 - 28 days 175,000	75,000 = 250,000 = 206.25
12-2-77 (32)	7,487,000	65,250 - 29 days 72,000 - 32 days - 170,000	75,000 = 245,000 = 202.125
1-5-78 (54)	7,550,000	63,000 - 34 days 55,000 - 30 days - 170,000	75,000 = 255,000 = 210.375
		60 gal. day x 30 = 1800 x .4296 + TAX = 829.30	SWL Cost - about 625.00
2-3-78 (29)	7,571,000	41,000 - 29 days 178,000 43,824 - 31 days - 183,000	73,000 = 251,000 = 207.075
2-6-78 (31)	7,645,000	48,774 - 28 days (Feb) (18) 54,000 - 31 days 170,000	70,000 = 250,000 = 206.25
3-31-78 (35)	7,645,000	50,000 - 25 days 180,000	72,000 = 258,000 = 212.85
5-1- (31)	7,756,000	61,000 - 31 days 180,000	70,000 = 260,000 = 214.50
6-1- (31)	7,808,000	52,000 - 31 days 180,000	79,000 = 259,000 = 213.68
6-30- (30)	7,835,000	27,000 - 30 days 179,000	79,000 = 258,000 = 212.85
8-1 (32)	7,846,000	11,000 - 32 days 180,000	80,000 260,000 214.50
8-31 (30)	7,864,000	18,000 - 30 days 181,000	82,000 = 265,000 = 218.63
9-19 (29)	7,884,000	20,000 - 29 days - 180,000	91,000 = 262,000 = 216.15
10-31 (32)	7,920,000	34,000 - 32 days - 182,000	80,000 = 260,000 = 214.50
12-1 (30)	7,949,000	29,000 - 30 days - 180,000	100,000 = 282,000 = 232.00
12-29-PM (29)	7,974,000	25,000 - 29 days - 179,000	90,000 = 277,000 = 224.40
2-1-79-AM	8,013,000	39,000 - 32 days - 182,000	90,000 = 270,000 = 222.75
3-1-79	8,052,000	39,000 - 28 days - 180,000	90,000 = 270,000 = 222.75

Stanley - Aug. 1, 1976

HOT WATER STEAM CONDENSATE METER READINGS

HOT WATER			AUX. STEAM	
DATE	READ	CONSUMED	READ	CONSUMED
4-1-74	5,745,000	108,000? 58,000 - actual	ESTIMATED	45,000 - Est.
5-2-74	5,807,000	120,000 - Est. 38,000 - actual	✓	✓
5-31-74	5,841,000	170,000 - Est. 46,000 - actual	✓	51,567 - Est.
7-1-74	5,837,000	170,000 - Est. 36,000 - act.	✓	51,567 ✓
7-1-74	5,926,000	140,000 - Est.	✓	51,567 ✓
8-30-74	5,950,000	24,000 - act. 140,000 - Est.	✓	51,567 ✓
10-1-74	5,979,000	29,000 - act. 140,000 - Est.	✓	51,567 ✓
11-1-74	6,010,000	31,000 - act. 140,000 - Est.	✓	51,567 ✓
12-2-74	6,054,000	41,000 140,000 ✓	✓	51,567 ✓
1-6-75	6,099,000	47,000 140,000 ✓	✓	✓
1-31-75	6,137,000	38,000 140,000 ✓	✓	✓
3-3-75	6,197,000	60,000 140,000 ✓	✓	✓
4-4-75	6,260,000	63,000 140,000 ✓	✓	✓
5-1-75	6,308,000	48,000 140,000 ✓	✓	✓
5-30-75	6,342,000	34,000 140,000 ✓	✓	✓
6-27-75	6,377,000	36,000 140,000 ✓	✓	✓
8-1-75	6,415,000	37,000 140,000 ✓	✓	✓
9-2-75	6,447,000	32,000 140,000 ✓	✓	✓
10-2-75	6,477,000	31,000 140,000 ✓	✓	✓
11-3-75	6,517,000	39,000 140,000 ✓	✓	✓ 140,000
12-1-75	6,553,000	36,000 140,000 ✓	✓	✓ 51,567
12-31-75	6,592,000	39,000 140,000 ✓	✓	✓ 141,567
2-2-76	6,633,000	46,000 140,000 ✓	✓	✓
3-1-76	6,680,000	42,000 140,000 ✓	✓	✓
4-5-76	6,721,000	41,000 140,000 ✓	✓	✓
5-76	6,744,000	23,500 140,000 ✓	✓	✓
6-1-76	6,768,000	23,500 140,000 ✓	✓	✓
8-2-76	6,811,000	43,000 140,000 ✓	✓	✓
9-1-76	6,858,000	47,000 140,000 ✓	✓	✓
10-1-76	6,905,000	47,000 140,000 ✓	✓	✓
11-1-76	6,905,000	43,000 140,000 ✓	✓	✓

Sites - Condensate and Fuel oil meter readings

Date	Hot Shop Water - Gallons	Condensed Gallons	Over Steam Head	Condensed Gallons	Fuel oil Gallons
12-30-71	1,771,000	182,000	1,000,000	31,600	9,700
2-1-72	1,991,000	220,000	1,013,400	13,400? (16,350)	5,100
3-1-72	2,173,000	182,000	1,041,300	27,900	5,500
4-3-72	2,351,000	178,000	1,078,400	37,100	7700
5-1-72	2,482,000	131,000	1,095,700 (1,126,700)	17,300 (AVE. 31,000)	10,000
6-1-72	2,592,000	110,000	1,093,700	(46,250)	9,000
6-30-72	2,711,000	119,000	1,093,700	—	3,000
7-1-72	2,834,000	123,000	—	METER REPAIRING 31,000 av.	—
9-1-72	2,988,000	154,000	Reading 1,000,000	31,000 av.	—
9-29-72	3,096,000	108,000	1,028,800	28,800 31,000	—
11-1-72	3,256,000	160,000	1,035,700	3,000 av.	—
12-1-72	3,418,000	162,000	—	31,000 av.	—
12-29-72	3,600,000	182,000	—	31,000 av.	—
2-1-73	3,856,000	256,000	—	31,000 av.	—
3-1-73	4,104,000	248,000	—	31,000 ✓	condensate
4-2-73	4,361,000	257,000	—	31,000 ✓	change
5-1-73	4,535,000	174,000	HOT WATER TEMP. CUT BACK FROM 190° TO 160° MAY 1, 1973	31,000 ✓	.000025
6-1-73	4,637,000	97,000	—	31,000 ✓	Per pound
7-2-73	4,715,000	83,000	(LESS CONDENSATE)	31,000 ✓	—
8-1-73	4,795,000	80,000	—	31,000 ✓	—
8-31-73	4,892,000	97,000	—	31,000 ✓	—
10-1-73	4,988,000	96,000	—	31,000 ✓	—
11-1-73	5,094,000	106,000	—	31,000 ✓	—
11-30-73	5,210,000	116,000	—	31,000 ✓	—
1-3-74	5,356,000	146,000	—	31,000 ✓	—
1-31-74	5,487,000	131,000	—	45,000 NEW Est.	—
3-1-74	5,637,000	150,000	—	45,000	—

METER READINGS

DATE	HOT SHOPPE HOT WATER		HOT SHOPPE AUXILIARY STEAM		FUEL OIL GALLONS
	READING	CONSUMED	READING	CONSUMED	
1-1-69	2,021,000	94,000	2,769,000	29,500	6,400
1-31-69	2,124,000	103,000	2,955,000	18,100	9,000
2-1-69	2,236,000	112,000	3,166,000	21,600	8,500
2-2-70	2,345,000	109,000	3,442,000	28,300	8,200
2-3-70	2,435,000	90,000	3,685,000	23,600	7,300
2-2-70	2,547,000	112,000	3,977,000	29,200	4,800
1-70	2,657,000	110,000	4,278,000	30,100	6,700
1-70	2,761,000	104,000	4,559,400	31,600	4,200
2-70	2,841,000	80,000	4,929,000	33,500	7,300
1-70	SAME - METER STOPPED 7-29-70 REPAIRED - START	6 MS. AVERAGE 100,000	5,151,100	22,200	6,750
3-1-70		100,000	5,829,900	17,800	6,100
1-70	80,000	80,000	5,562,200	23,300	5,300
1-70	157,000	77,000	5,805,500	24,300	4,700
3-30-70	274,000	117,000	6,025,500	22,000	8,000
1-70	413,000	139,000	6,312,200	28,700	5,700
3-31-70	574,000	161,000	6,553,300	24,100	5,200
1-71	659,000	85,000	6,828,800	27,500	4,250
1-71(28)	765,000	106,000	6,841,100	16,250 AVERAGE 13,000?	7,750
1-71	853,000	88,000	6,841,100	—	5,350
3-30-71	918,000	65,000	6,899,900	5,800?	2,750
1-71(32)	996,000	68,000	7,351,100	45,200 CLOSED VALVE BYPASS	7,200
1-71	1,037,000	51,000? } (100,000 - AV.)	7,753,300	40,200	7,500
3-30-71 PM	1,088,000	51,000? - 100,000 AV.	8,178,800	42,500	7,750
1-71	1,163,000	75,000 - 100,000	8,599,000	41,200	6,000
1-71	1,266,000	103,000	8,998,000	40,100	5,900
1-71	1,404,000	138,000	9,379,100	38,000	3,900
1-71	1,500,000	135,000	9,684,400	31,300	199

meter readings

HOT SHOPPE HOT WATER - HOT SHOPPE AUXILIARY STEAM - FUEL

DATE	READING	CONSUMED	READING	CONSUMED	GALL
7-31-67	9,319,000	111,000	2,008,200	13,900	630
9-1-67	9,411,000	92,000	2,022,300	14,100	5000
9-29-67	9,506,000	95,000	2,038,500	16,700	4010
11-1-67	9,626,000	120,000	2,061,000	22,500	6200
12-1-67	9,738,000	112,000	2,085,300	24,300	8550
12-29-67	9,836,000	98,000	2,103,100	17,800	4800
1-31-68	9,949,000	113,000	2,120,400	17,300	4800
3-1-68	10,054,000	105,000	2,138,400	18,000	3250
4-1-68	156,000	102,000	2,155,100	16,700	7600
5-1-68	271,000	115,000	2,159,600	4500?	1650
5-31-68	388,000	117,000	2,161,500	1900?	8300
7-1-68	503,000	115,000	2,163,000	1500?	7600
8-1-68	614,000	111,000	2,165,000	2000?	7150
8-30-68	710,000	96,000	2,168,400	3400?	6700
10-1-68	816,000	106,000	2,177,000	91,400?	4500
11-1-68	948,000	132,000	Being factory checked		7600
11-30-68	1,055,000	107,000	12,200	New reading	6250
12-31-68	1,177,000	127,000	39,300	27,100	9200
1-31-69	1,299,000	127,000	63,800	24,500	7500
2-28-69	1,398,000	99,000	90,800	27,000	8500-2
2-31-69	1,497,000	99,000	118,900	28,100	6500-3
5-1-69	1,596,000	99,000	140,900	22,000	4500
5-28-PM	1,683,000	87,000	1,59,300	18,400	7150
7-1-9	1,776,000	93,000	1,90,800	31,500	6500 (29 days)
7-31-9	1,857,000	75,000	2,18,100	27,300	6200 (32 days)
8-29-9	1,927,000	76,000	247,400	29,300	6700
					720

Condensate and fuel oil - meter readings

Hot Shippe hot water - Hot Shippe Pur. Steam - Fuel oil

DATE	READING	CONSUMED	READING	CONSUMED	GALLONS
7-1-65	5,804,000	140,000	1,208,600	56,300	7900
8-2-65	6,080,000	276,000	1,244,300	35,700	4500
9-1-65	6,144,000	64,000?	1,271,400	27,100	7400
10-1-65	6,311,000	167,000	1,316,700	45,300	4500
1-1-65	6,490,000	179,000	1,365,400	48,700	5450
2-1-65	6,666,000	176,000	1,413,300	47,900	5900
2-30-65	6,819,000	153,000	1,463,700	50,400	8000
2-2-66	7,092,000	273,000	1,503,400	39,700	4200
3-1-66	7,130,000	38,000?	1,536,400	33,000	3650
4-1-66	7,280,000	150,000	1,573,200	36,800	6100
5-29-66	7,417,000	137,000	1,606,300	33,100	4100
6-1-66	7,563,000	146,000	1,649,500	43,200	3750
7-1-66	7,671,000	108,000	1,677,800	28,300	6600
8-29-66	7,750,000	79,000	1,707,000	29,200	3500
9-1-66	7,851,000	101,000	1,743,000	36,000	3650
10-30-66	7,936,000	85,000	1,774,200	31,200	6600
11-1-66	8,059,000	123,000	1,809,700	35,500	4600
12-1-66	8,161,000	102,000	1,847,100	37,400	3650
1-30-66	8,279,000	118,000	1,884,000	36,900	5950
2-1-67	8,436,000	157,000	1,918,300	34,300	3550
3-1-67	8,626,000	190,000	1,931,100	12,800	3350
4-3-67	8,818,000	192,000	1,950,300	19,200	7700
5-1-67	8,964,000	146,000	1,964,600	14,300	7650
6-1-67	9,097,000	133,000	1,978,500	13,900	3200
7-30-67	9,208,000	111,000	1,994,300	15,800	7250

condensate and fuel oil water readings

Date	Hot Shoppes hot water	Hot Shoppes Aux. steam	Fuel oil		
	READING	CONSUMED	READING	CONSUMED	GALL
7-1-63	1728000	118000	617400	3300 NO GOOD	3500
8-1-63	1757000	29000 ?	633500	16900	5900
9-3-63	-	-	636300	2800 NO GOOD	3300
9-19-63 ok	1761000	Repair Made	64		
10-1-63	1822000	11 DAYS 61000	643400	7100	525
11-1-63	1872000	COUNTER BAD 50000	656000	12600	525
12-2-63	2098000	226000	669700	13700	7400
12-31-63	2124000	Repair	681600	11900	2950
1-21-64	2327000	203000	698500	16900	7050
2-2-64	2547000	220000	720300	21800	7000
3-31-64	2788000	241000	721700	1400 NO GOOD	3500
5-1-64	3020000	232000	727500	5800 NO GOOD	7900
6-1-64	3220000	200000	729800	2300 NO GOOD	6700
7-2-64	3412000	192000	Repair		8200
7-31-64	3563000	151000	732800 - Repair	30	6400
9-1-64	3741000	178000	761200	28400 GOOD	7900
10-1-64	3890000	149000	800600	39400	4800
11-2-64	4149000	259000	844600	44000	5400
12-1-64	4438000	289000	885700	41100	4100
12-31-64	4701000	263000	926300	40600	5650
2-1-65	4930000	229000	973000	46700	6200
3-4-65	5141000	196400 211000	1022200	49200	7200
4-1-65	5322000	181000	1060200	38000	3900
5-5-65	5533000	211000	1112000	51800	
6-1-65	5664000	131000	1152300	40300	7450

condensate and fuel oil meter readings

Hot shoppe hot water. Hot shoppe aux steam. Fuel oil

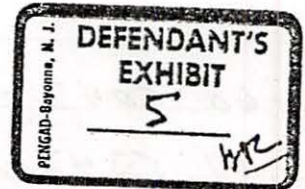
2-23-60	5043000 - 300,000	045100		1500 gal
1-31-61	5343000 - 300,000	out of service		5100
3-1-61	5640000 - 297000	33000		6100
3-31-61	5939000 - 299000	33000 OUT		8300
5-31-61	6539000 - 600,000	36800	3800(2) (1900)	8900
7-31-61	7082000 - 543,000	41000	4200(2) (2100)	7000
8-31-61	7289000 - 137,000	59500	18500	8250
9-30-61	7424000 - 205,000	98200	38500	5800
10-31-61	7697000 - 273,000	146600	48400	8600
1-1-62	8294000 - 597,000	244600	98000(2) (49000)	6350
1-31-62	8615000 - 321,000	302000	57400	3550
2-28-62	8896000 - 281,000	339200	37000	4700
4-30-62	9423000 - 527,000	385000	45800(2) (22900)	7900
6-30-62	9772000 - 349,000	4046000	19600(2) (9800)	6400
7-31-62	9914000 - 142,000	4046000	OUT	6350
8-31-62	69000 - 155,000	427400	22800	3400
10-1-62	213000 - 144,000	452500	25100	7350
1-1-62	376000 - 163,000	497700	45200	4400
1-30-62	566,000 - 140,000	528200	30500	5550
2-31-62	758,000 - 192000	541000	12800	8600 7000
2-1-63	959,000 - 201000	552,100	11100	6000
3-1-63	1126,000 - 167000	559,000	6900	7150
4-1-63	1310000 - 184,000	580,700	21700	7800
5-1-63	1470,000 - 160000	592,400	11700	6700



Southwestern Life

July 20, 1977

P. O. Box 1455
Richmond, Virginia 23212



Mrs. Robbie Biggar
Investment Accounting Section
Southwestern Life Insurance Company
P. O. Box 2699
Dallas, Texas 75221

Dear Robbie:

I received a copy of your letter to Mr. Brooker of Stanley's Cafeteria and spoke to him today, Wednesday, regarding the steam condensate bill for February and March of this year. He said he received your letter and filed it but did not pay it. When he received the bill for those months he said they were too high. Today, however, he has changed and says there were 3 less days in February so he didn't think he owed \$198.00 for each of those 2 months. He then stated that he would pay March @ \$198.00 and \$178.84 for February. Thus \$198.00 less 3 days (\$19.16) = \$178.84. Total \$376.84.

I called Jim Robinson and explained the current situation. He says if that will make Mr. Brooker happy to go ahead and bill him for those amounts. Will you once again bill Mr. Brooker and see what happens?

ED:

Yours truly,

Earl E. Dowdy
Earl E. Dowdy

SOUTHWESTERN LIFE INSURANCE COMPANY
P. O. BOX 2699 DALLAS, TEXAS 75221

July 11, 1977

Thomas A. Brooker
Stanley's Cafeteria, Inc.
3410 West Broad Street
Richmond, VA 23230

Dear Mr. Brooker:

As of this date we have not received payment for the steam & condensate for February of \$198.00 and March of \$198.00 which totals \$396.00.

I am enclosing a copy of a letter from Jim Robinson to David Constine, Jr. Please refer to item number 4 in the letter.

Waiting to hear from you concerning the February and March payments.

Sincerely,

Robbie Biggar
Robbie Biggar

Investment Accounting

RB/cb

cc: Earl Dowdy
cc: Jim Robinson

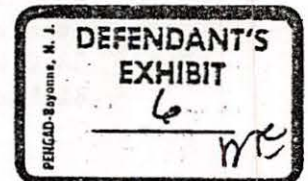
COPY



Southwestern Life

May 24, 1976

SWL Properties
609 East Grace Street
P. O. Box 1455
Richmond, Virginia 23212



Mr. Jim Robinson
Real Estate Officer
Southwestern Life Insurance Company
P. O. Box 2699
Dallas, Texas 75221

Dear Jim:

From 1950 to 1959 the Hot Shoppe furnished and maintained it's own hot water heating plant. In 1959 our office building at 609 East Grace Street was completed. A steam convertor was installed from our boilers to furnish hot water to Hot Shoppe. A steam condensate meter was installed on the convertor to read pounds of condensate and be charged to Hot Shoppe at rate of .000825 per pound per month. In 1960 a second condensate meter was installed for more steam to steam tables and steam cooking. Both meters have since been read monthly and a report sent to Dallas. Presently this amounts to about \$158.00 per month. (Estimated readings)

It seems that a separate agreement was made with Hot Shoppe and Atlantic Life, or "Grace Street Parking Corp." The only lease I have is from 1950 which of course, does not mention this agreement. Do you have this in your files?

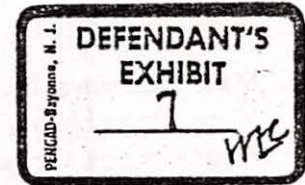
In 1959 fuel oil was 8¢ per gallon. Currently it is 36¢ per gallon. The steam condensate charge remains at .000825 per pound. You might consider this if there is a forthcoming change from the Hot Shoppe to another operator.

Yours truly,

Earl Dowdy
Earl Dowdy
Building services

:ED

January 8, 1974



Mr. Raymond W. O'Neill
Marriott Corporation
5161 River Road
Washington, D. C. 20016

Re: Hot Shoppe Lease
Richmond, Virginia

Dear Mr. O'Neill:

It has taken us some time to locate the correspondence which involved the matter of our supplying steam and condensate for your Richmond operation. I am enclosing a xerox copy of this correspondence which I trust will clear the matter for you.

It seems that in 1959 when the office structure was added to this property in Richmond all of the gas hot water equipment in the Marriott space was removed and the enclosed agreements reached whereby our central mechanical equipment would provide the steam and condensate for your operations.

Please let me know if you have other questions.

Yours very truly,

Second Vice President
Real Estate Investments

OJF/mo

Enclosure

cc: Mr. Earl Dowdy
Richmond Branch Office

COPY

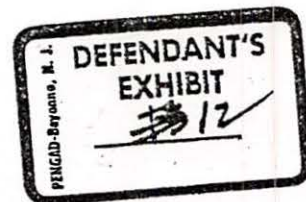
Thank you for this
data.

207

THALHIMER

June 18, 1976

Mr. Thomas M. Kolb
Vice President, Real Estate
Restaurant Group
Marriott Corporation
5161 River Road
Washington, D. C. 20016



Dear Tom:

I have previously sent you telegrams regarding both the Seaboard and the Southwestern approval of the subleases for Stanley's. To clarify this a little further, Seaboard will sign the agreement you have submitted with several modifications; namely, that during the five-year option period through 1983, as contained in the agreement, the base rent will be \$40,000 plus 6% of all sales over \$800,000 per annum.

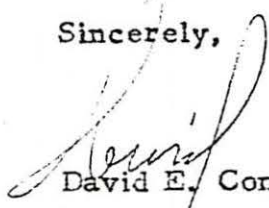
In reference to the Southwestern lease, they prefer not to sign the agreement sent by you but will confirm by letter your right to sublease to Stanley's through December 31, 1985, provided (1) you relinquish your option from 1985-1995 and (2) the percentage figure as called for in the lease will be 6% of all sales over \$500,000, rather than 5%.

I am confirming all of this in writing; and as soon as I have the final documents, I will forward them to you and Tom.

If there are any questions, please advise. However, I see no reason we cannot go ahead and close by the first of July.

Best regards.

Sincerely,


David E. Constine, Jr.

DEC, Jr/sbm
cc Mr. Thomas A. Brooker

A RICHMOND CORPORATION COMPANY

