

XVI. Rentals hereunder shall be paid by check to Lessors at the address set forth in paragraph XV above unless and until a different place of payment shall be specified by Lessors.

Lessee shall not be bound by any assignment or change in interest of Lessors, whether recorded or unrecorded, until Lessee shall receive actual notice of such assignment, it being distinctly understood and agreed until such actual notice is received by Lessee, payment to Lessors as herein provided shall be sufficient receipt to Lessee for any payment made by Lessee during the occupancy of the demised premises.

XVII. The terms, covenants and conditions of this Lease shall be binding upon and inure to the benefit of each of the parties hereto, their successors and assigns, and shall run with the land. Lessors covenant and agree Lessee, its successors and assigns, shall have the right to assign this Lease or sub-let the same or any part thereof.

IN WITNESS WHEREOF, the parties hereto have caused this Lease to be duly executed and their respective seals affixed thereto, the day and year first above written.

WITNESS:

<u>Johnnie M. Cook</u>	_____ (SEAL)
<u>Margaret L. Armstrong</u>	_____ (SEAL)
<u>George Phinney</u>	<u>George Phinney</u> (SEAL)
<u>Rae Rhoden Phinney</u>	<u>Rae Rhoden Phinney</u> (SEAL)

Lessors

CROWN CENTRAL PETROLEUM CORPORATION

By James M. Bruce President

By Clyde A. Wilson Secretary

Executed as to Crown Central Petroleum Corporation

Lessee

