force and effect, and construction of the improvements thereon having been completed prior to July 1, 1969, and that there is no present default in the performance of any covenants of the Lease by JAMES RIVER REALTY CORPORATION (hereinafter called "Assignor").

Crown consents that the aforesaid Lease dated as of the first day of November, 1969, shall be subordinate to a Mortgage of even date herewith from the Assignor to Assignee, which Mortgage is executed so that Assignee will lend to Assignor the principal sum of Ninety-four Thousand Dollars (\$94,000.00). Crown further consents that the Assignee shall be entitled to the benefits of Articles VI, VIII, XII and XIV of the aforesaid Lease.

Crown recognizes the Assignee as attorney for the Assignor unless and until it shall have received written notice from the Assignee that said loan has been paid or that this Assignment has been released or reassigned or there shall have been exhibited to it the paid notes or other instrument evidencing said loan.

IN WITNESS WHEREOF, Crown has caused this instrument to be executed on its behalf and under its corporate seal by its duly authorized officers as of the 2000 day of November, 1969.

Signed, Sealed and Delivered) in the Presence of :

CROWN CENTRAL PETROLEUM CORPORATION

Witness

A. Rosenberg,

(Continued on next page)