

3. Assignee assumes the Lease as of the date hereof, and will perform and observe all the covenants and conditions therein contained on Assignor's part to be performed and observed which shall accrue from and after the date hereof.

4. This Agreement may not be changed, modified, discharged or terminated orally or in any other manner than by an agreement in writing signed by the parties hereto or their respective successors and assigns. This Agreement shall be binding upon the successors and assigns of the parties hereto.

IN WITNESS WHEREOF, the parties have hereunto set their respective hands and corporate seals as of the day and year first above written.

WITNESSES:

*James M. Ball*  
*John P. Shumwood*  
(CORPORATE SEAL)

ASSIGNOR:  
DUTCH PANTRY, INC.:

By *M.J. Broderick*  
M.J. BRODERICK, VICE PRESIDENT

WITNESSES:

*James A. ...*  
*James B. Ralph*  
(CORPORATE SEAL)

ASSIGNEE:  
CROWN INNS OF AMERICA, INC.:

By *William A.V. Albright*  
WILLIAM A.V. ALBRIGHT, PRESIDENT

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